



City Council Agenda

Thursday, July 13, 2023

6:00 PM

3rd floor Council Chambers at City Hall

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

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

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

May 23, June 6, and June 8, 2023.

IV. Presentations

1. Presentation of a retirement plaque recognizing Bob Dowless for over 19 years of service with the City of Concord.
2. Recognition of Charlie Bridges for over 20 years of service to the City of Concord.
3. Presentation to Aviation Director, Dirk Vanderleest, for earning the distinction of "Accredited Airport Executive" through the American Association of Airport Executives.
4. Presentation to Jackson Joseph and the City of Concord Cemetery Maintenance Crew from Fred Y. McConnell American Legion Post 51 for their dedication and care given to the 1,531 documented war casualties and veterans buried in Oakwood Cemetery.
5. Presentation of Certificates of Appreciation to Jean King, Steve Bradley and Cesar Correa for their six years of dedicated service to the City of Concord Planning and Zoning Commission and Board of Adjustment.
6. Presentation of the Concord Kannapolis Area Transit (Rider) NCPTA 2023 Safety Award. Concord Kannapolis Area Transit (Rider) received a 2023 Safety Award for Urban/Regional/Small Urban Fixed Route under One Million miles from the North Carolina Public Transportation Association. The award timeframe covers January 1, 2022 through December 31, 2022.
7. FY 2023-2024 Budget Video

V. Unfinished Business

1. Continue a public hearing and consider adopting an ordinance annexing +/- 47.52 acres at 1085 Copperfield Blvd, p/o PIN 5622-65-8770, owned by Copperfield, Inc.

The request is for voluntary annexation of +/- 47.52 acres of property on Copperfield Blvd. The property is currently zoned C-2 (General Commercial) and I-1 (Light Industrial) in the City of Concord ETJ. If approved, a rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Mixed Use Activity Centers (MUAC) Land Use Category of the 2030 Land Use Plan.

As a request from the petitioner at the June 8, 2023 City Council meeting, the City Council continued this matter until the July 13, 2023 City Council meeting. The petitioner is again requesting continuance of this request until the August 10, 2023 City Council meeting.

Recommendation: Consider continuing the public hearing until the August 10, 2023 City Council meeting or consider conducting the public hearing to consider adopting the annexation ordinance.

VI. New Business

A. Informational Items

1. Geraldine Gardner, Centralina Regional Council, to receive final feedback from Council regarding the timeline/proposed plan to update the City's Strategic Plan.

B. Departmental Reports

1. Downtown Streetscape

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 three-year/85% tax-based economic development incentive grant to MS Assets, LLC, and MS XTEC, LLC, to develop a new North American headquarters facility focusing on powertrain technology located at 570 Pitts School Road, Concord, North Carolina 28027 and having an investment of approximately \$6,849,000 in real and personal property.

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. MS Assets, LLC, and MS XTEC, LLC, propose to develop an approximately 46,500 SF facility that will serve as the North American headquarters focusing on powertrain technology.

The facility will house office functions as well as manufacturing and assembly operations such as the machining and assembly of various casted parts. The company's customers are primarily in the automotive sector, but the company plans to extend to other markets such as medical, aerospace and military. MS Assets, LLC, and MS XTEC, LLC, to invest approximately \$6,849,000 in real and personal property. The project expects to create approximately 39 new jobs with full-time average hourly wages of approximately \$34 per hour. The total value of the City's three-year grant is estimated to equal \$47,396 depending on the actual investment. The City would still collect a three-year net revenue of \$8,364 after the incentive payment. Please see attached grant analysis for additional details.

Recommendation: Conduct a public hearing and consider offering a contract for a three-year/85% tax-based economic development incentive grant to MS Assets, LLC, and MS XTEC, LLC, to develop a new North American headquarters facility focusing on powertrain technology located at 570 Pitts School Road, Concord, North Carolina 28027.

2. Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158-7.1 to consider granting a one-year/85% tax-based infrastructure development grant to Old Dominion Freight Line, 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 Line, 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 Line, Inc., proposes to invest approximately \$18,000,000 in real and personal property. The estimated infrastructure costs for utilities, site work, and site development are \$183,016 (\$210,468.40 including 15% contingency).

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 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 as well as the site plan and estimated infrastructure costs for additional details.

Recommendation: Conduct a public hearing and consider offering a contract for a one-year/85% tax-based Infrastructure Development Grant to Old Dominion Freight Line, Inc., to locate at 2980 New Town Way SW, Concord, North Carolina 28027.

3. Conduct a public hearing and consider adopting a resolution providing approval of a multifamily housing facility to be known as Coleman Mill Lofts and the financing thereof with multifamily housing revenue bonds in an aggregate principal amount not to exceed \$20,630,000.

A public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), on the proposed plan to issue multifamily housing revenue bonds, in one or more series, in an aggregate principal amount of up to \$20,630,000 (the "Bonds"), for the purpose of financing the acquisition of the historic Coleman Mill and the renovating and equipping therein by STC Coleman Mill, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Borrower"), of a qualified residential rental project(as defined in Section 142(d) of the Code) to be known as Coleman Mill Lofts (the "Development"). The Development will consist of 150 units in two residential buildings located at 625 Main Street SW in the City of Concord, North Carolina. The Development will be owned or operated by the Borrower. The housing bonds, when and if issued by the City, will be issued pursuant to Article 1 of Chapter 157 and Section 160D- 1311(b) of the General Statutes of North Carolina and shall not be a debt of the State of North Carolina (the "State"), the City or any political subdivision thereof and none of the State, the City, or any political subdivision thereof shall be liable thereon, nor in any event shall such bonds be payable out of any funds or properties other than those of the City derived solely from payments made by the Borrower.

City Council previously approved an allocation of \$19,130,000 but the developer is now requesting an increase to the bond amount of \$1,500,000 for a new total of \$20,630,000. In order to issue the higher amount of bonds, a new public hearing must be held and the attached updated TEFRA approval resolution must be approved.

Recommendation: Motion to adopt a resolution providing approval of a multifamily housing facility to be known as Coleman Mill Lofts and the financing thereof with multifamily housing revenue bonds in an aggregate principal amount not to exceed \$20,630,000.

4. Conduct a public hearing and consider adopting a resolution on the matter of closing the right-of-way of an unopened alley running parallel to Corban Ave SE.

The proposal includes 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 filed the application, and they are the owners/developers of Greenway Village Park, an eight-unit single family development proposed on adjacent land at 164 Wilkinson Court, SE. The applicant owns 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 have a provision to alter the division of the abandoned right-of-way by the filing of a plat, signed by all adjacent owners.

Staff provided notice to the petitioner and all adjacent property owners in accordance with the requirements of the NC General Statutes. All City departments have reviewed the petition and there were no objections to the petition.

Recommendation: Conduct a public hearing and consider a resolution to abandon a +/- 225-foot long alley within the M.L. Widenhouse Subdivision.

5. Conduct a public hearing and consider adopting an ordinance annexing +/- 0.16 acres at 786 Bartram Ave, PIN 5539-30-7799, owned by Antigone Powell and Marsaille Powell.

Voluntary annexation petition of +/- 0.16 acres of property on Bartram Ave. This property is located in the Hallstead Subdivision, on the northeast side of the Zion Church Rd and Zion Church Rd East intersection. The property is currently zoned Cabarrus County MDR (Medium Density Residential).

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

6. Conduct a public hearing and consider adopting an ordinance annexing +/- 63.5 acres at 1201/1241 Odell School Rd, PIN p/o 4681-64-7428, owned by UNICA, UBO, for the construction of ninety-three (93) single-family detached homes.

The request is for voluntary annexation of +/- 63.5 acres of property on Odell School Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). The developer has proposed to construct ninety-three (93) single-family detached homes on the site, where RM-2 design standards will be utilized.

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

7. Conduct a public hearing for case Z(CD)-04-23 and consider adopting an ordinance amending the official zoning map for +/- 0.83 acres located at 114 Kerr St. NW/217 Cedar Drive NW from RC (Residential Compact) to PUD (Planned Unit Development) and amend the 2030 Land Use Plan to modify the future land use designation of the parcel from "Civic Institutional" to "Urban Neighborhoods".

The Planning and Zoning Commission heard the above referenced petition at their June 20, 2023 meeting and voted to forward the request to City Council with a recommendation that the zoning map be amended from RC (Residential Compact) to PUD (Planned Unit Development) and to amend the 2030 Land Use Plan to designate the parcel as "Urban Neighborhoods."

Recommendation: Consider adopting an ordinance amending the official zoning map from RC (Residential Compact) to PUD (Planned Unit Development) and to amend the 2030 Land Use Plan to designate the parcel as "Urban Neighborhoods."

E. Presentations of Petitions and Requests

1. Consider adopting an interlocal agreement with Cabarrus County regarding an extension of the Central Area Plan.

As a result of lawsuits in the early 2000s, the City and Cabarrus County entered into an agreement to develop a framework regarding the provision of utilities within areas in the unincorporated central portion of the County. The County developed the "Central Area Plan" which set forth service areas and procedures for provision of utilities. The City and County both adopted the Plan and in 2008, entered into an interlocal agreement, which contained requirements on the provision of water and sewer within the service areas. With this agreement, both parties also agreed to follow the provisions of the Plan as they relate to utilities, zoning and land use. The agreement was effective for a period of fifteen (15) years with an expiration date of June 29, 2023.

One provision requires the City and County to conduct reviews every five (5) years to determine if the agreement was continuing to accomplish its purpose. Legal and Planning staffs have conducted these reviews with County staff, and have agreed that the agreement is still effective and should be extended. All parties have agreed to the proposed revisions. The two staffs have also jointly coordinated minor revisions to the agreement to ease its administration. The changes include 1) allowing utility service to single service lots of records existing as of the date of the original agreement; 2) allowing utility capital improvement projects intended to resolve maintenance or operational issues, but not to serve new customers; 3) removing the term “employment center” which is not defined; and 4) referencing a boundary adjustment to Area A which is a result of an amended annexation agreement with the Town of Midland. These changes will help minimize Council and County Commission approval of small exceptions.

A redline copy of the agreement illustrates the proposed changes, and the current agreement is included for comparison. A revised Exhibit C (map of proposed subareas) is also included. It is anticipated that Board of County Commissioner approval of the agreement will occur in August.

Recommendation: Consider adopting an interlocal agreement with Cabarrus County regarding an extension of the Central Area Plan.

2. Consider updating the Downtown Façade Improvement Grant program to enable retroactive funding for completed qualified façade projects since June 1, 2022.

The purpose of the Downtown Façade Improvement Grant Program is to encourage property owners or business tenants to improve their properties and to provide ways to activate the cityscape. The program helps to increase the vibrancy of Downtown Concord and the City's identity by highlighting the uniqueness of the community's core. It also supports small business development, artistry, and creative placemaking. Grant recipients may use funds for specified exterior building improvements including, but not limited to, lighting, signage, or awnings. Businesses must adhere to certain design guidelines and meet all program requirements detailed below to be eligible. Grant amounts are up to \$5,000 within the MSD. Projects within the High Impact Area that align with current streetscape improvements construction are eligible for up to \$10,000 in grant money. Grant funding requires a 50% private match.

Enabling retroactive grants for completed, qualified façade projects since June 1, 2022, would allow downtown property owners or business tenants to recoup the corresponding grant amount for façade improvements previously made, but for which a façade grant was not applied for prior to the project work starting. Adding patios and decks as qualified façade projects would help encourage these types of improvements to take advantage of the streetscape improvements and outdoor dining. By also adding an option for the applicant to receive up to three partial grant payments as the work progresses would allow an applicant to recoup funding along the way instead of solely at project completion.

Recommendation: Consider updating the Downtown Façade Improvement Grant program to enable retroactive funding of completed, qualified façade projects since June 1, 2022.

3. Receive a presentation of the final Master Plan for W.W. Flowe Park and consider approval and adoption of the Plan.

Parks and Recreation Department staff, along with consultant McAdams, will present the final Master Plan for W.W. Flowe Park for Council's consideration. This plan provides recommendations for future development and renovations based on the approved bond referendum and public input. The future development and renovations include updates to existing building, facilities, added walking paths and future connectivity to area neighborhoods and school. This plan lays out a vision for development recommendations focusing on connectivity between neighborhoods and park amenities. Staff and the consultant secured public input through (2) two separate online surveys, public workshop at Fire Station 8 and received 546 participants, 8,897 responses, and 400 comments.

Recommendation: Motion to approve and adopt the Master Plan for W.W. Flowe Park.

4. Consider approving the Concord Co-Sponsorship application for the Concord International Festival, to be held on September 30, 2023.

El Puente Hispano and the City of Concord partner to present this event that celebrates diversity and multiculturalism through live music performances, cultural displays, and delicious food and drinks from around the world. The applicant is requesting the following in-kind services:

Electric - Electricity for stage & sound;

Solid Waste Services - Providing additional trash collection bins & clean up assistance;

Planning & Neighborhood Development - Communicating with Downtown businesses & location coordination;

Parks & Recreation - Kids Zone;

Police - Traffic enforcement & having a presence throughout the time of the event;

Fire - Food vendor fire inspections & safety preparedness during event;

Building & Grounds - Event layout and logistical support;

City Manager's Office - Event promotion and coordination; Funding for restroom trailers, Emergency Management coordination;

Water - Provide street sweeper after the festival;

Transportation - Coordinate with NCDOT following Council Approval on any affected DOT street closures; provide street barricades.

Recommendation: Motion to approve the Concord Co-Sponsorship application for the Concord International Festival, to be held September 30, 2023.

5. Consider approving Neighborhood Matching Grant awards distribution requests for FY23-24 applicants.

The review committee determined that twelve projects best met the criteria for funding. The twelve recommended projects, if funded, total \$30,000, using all the allocated funds in the NMG FY23-24 adopted budget.

The following allocation of grant funds are recommended: 1) Bedford Farms - \$ 3,000 for their Walking Trail Project; 2) Brookvue - \$2,700 for their Playground Expansion Project; 3) Carriage Downs - \$1,800 for their Lawn to Woodlands Project; 4) Fairway Ridge - \$3,000 for their Street Sign Decorative Posts; 5) Glen Grove - \$3,000 for Playground Improvement Project; 6) Hidden Pond - \$2,550 for their Picnic Tables Project; 7) Morris Glen - \$3,000 for their Playground/Basketball Security Project; 8) Moss Creek - \$2,550 Tennis Court LED Lighting; 9) Park View Estates- \$2,200 for their Entrance Enhancements Project; 10) Sheffield Manor - \$1,600 for their Trash Receptacles Project; 11) Winding Walk - \$3,000 for their Traffic Safety Project; 12) Yates Meadow - \$2,600 for their Spruce It Up Project.

There were two projects not recommended for funding because they did not meet the minimum score required for funding.

Recommendation: Motion to approve Neighborhood Matching Grant award distribution requests for FY23-24 applicants as recommended.

6. Consider awarding bid for electric materials for 10,800 feet of 750 primary feeder cable and 11,000 feet of 1/0 primary feeder cable to WESCO Distribution, Inc.

Electric Systems staff received two bids on May 5, 2023 for electric materials for the purchase of 10,800 feet of 750 primary feeder cable and 11,000 feet of 1/0 primary feeder cable. WESCO Distribution, Inc was the lowest bidder at \$353,448 and was compliant in meeting the required specifications.

Recommendation: Motion to award bid for electric materials in the amount of \$353,448 to WESCO Distribution, Inc. for the purchase of 10,800 feet of 750 primary feeder cable and 11,000 feet of 1/0 primary feeder cable.

7. Consider awarding the bid for the rehabilitation of the North and South Gravel lots at the Concord-Padgett Regional Airport to J.D. Goodrum Co, Inc.

The Aviation Department received three sealed bids on June 21, 2023 for improvements to the North and South Gravel Lots. The lowest bidder was J.D. Goodrum Co, Inc. in the amount of \$876,803.11. The Engineer's estimate for the construction was \$1,288,750.

These lots were used during the early days when Allegiant Airlines operated from Hangar A. Since the parking deck has been completed these lots have been used for overflow parking. The project consists of asphalt paving, lighting, shelters and revenue control systems. The project is being funded by NCDOT-Aviation.

Recommendation: Motion to authorize the City Manager to execute a contract with J.D. Goodrum Co, Inc. and adopt a budget ordinance to appropriate the funds.

8. Consider awarding the total bid for the City of Concord's annual street preservation program to Blythe Construction Inc. and approve the attached budget ordinance to appropriate funds from reserve funds.

One of Council's continuing goals is to improve the service levels and delivery of the City's annual street preservation program. Powell Bill receipts and General Fund revenues are being used to fund this work by contracted forces. Formal bids for this work were opened on June 7, 2023 with Blythe Construction Inc. submitting the lowest total bid in the amount of \$3,137,926.91. Work such as patching, leveling, milling, resurfacing, re-striping, re-marking, and re-installation of permanent raised pavement markings work on just under 22 lane miles of designated streets and 5,000 tons of patching on other City infrastructure will be performed, totaling a base bid of \$3,073,189.41. Additionally, the bid included an alternate for repairs the parking areas at Concord-Padgett Regional Airport, totaling \$64,737.50. Contract Final Completion date is 180 days from the Notice to Proceed.

Recommendation: Motion to award the total bid and authorize the City manager to negotiate and execute a contract with to Blythe Construction Inc. in the amount of \$3,137,926.91 for the City of Concord's annual streets preservation program and approve the attached budget ordinance to appropriate funds from reserve funds.

9. Consider awarding the City of Concord's annual contract for the Installation of Traffic Signal Equipment and Associated Construction and Maintenance Work to Carolina Power & Signalization, LLC.

This contract consists of providing traffic signal and associated construction/maintenance work in and adjacent to the City of Concord. This work provides for the installation, upgrade, or repair of signals on an as-needed basis and includes, but is not limited to: saw cutting roadway surfaces, placement of embedded loops and sealant, trenching, placement of conduit and junction boxes, installing poles, guys, span wire, cables, heads, visual detection equipment, and conduit. Quotes for this work were received on June 20, 2023 with Carolina Power & Signalization LLC submitting the lowest unit cost pricing. The contract is not to exceed \$150,000 per the FY 24 approved budget. The contract term is through June 30, 2024.

Recommendation: Motion to award the City of Concord's annual contract for the Installation of Traffic Signal Equipment and Associated Construction and Maintenance Work to Carolina Power & Signalization LLC.

10. Consider adopting a resolution regarding the Yadkin-Pee Dee Water Management Group and the formation of a non-profit structure.

Member jurisdictions are adopting the resolution to affirm our membership and support of the transition of the Yadkin-Pee Dee Water Management Group to a non-profit. The non-profit structure will provide many benefits including increased grant funding opportunities and independent management of finances.

Recommendation: Motion to adopt the resolution authorizing membership in and the incorporation of the Yadkin-Pee Dee Water Management Group.

11. Consider adopting capital project ordinance amendments and operating budget amendments for the Fleet Services Facility project.

Council has previously approved contracts with C Design for pre-design and design services and a contract with Edifice for preconstruction construction manager at risk services. The schematic design phase is complete along with the estimate of the cost of work. The initial construction estimate based on the schematic drawings was \$27,350,159. The architects and construction manager at risk immediately began working on value engineering items in order to lower the cost. After the value engineering exercise, \$3,795,855 was reduced from the total estimate. Major items that were removed from the scope include the fueling station, automatic wash equipment, and four bays from the light duty side. The original construction estimate from the predesign report completed at the end of 2021 was \$16,940,946. Even though the construction estimate included escalation which exceeded predictions, construction cost in 2022 continued to rise due to inflation, supply chain disruptions, and material price increases. Several material categories continued with double digit price increases for the year. The estimated overage amount of construction cost is \$6,613,358. The overage will be covered with General Fund Capital Reserves and cost allocations from departments.

Recommendation: Motion to adopt capital project ordinance amendments and operating budget amendments for the Fleet Services Facility project.

12. Consider adopting a resolution to convey a temporary construction easement to HSREI, LLC.

HSREI, LLC is developing property on Henrick Auto Plaza and will require a public sewer extension. The existing sewer is located on City property at the Rocky River Golf Club. HSREI, LLC is requesting temporary construction easements in order to extend public sewer to their development site. Staff has reviewed and discussed with golf course personnel and if Council approves, the following conditions should apply: restore area to the existing grades, reestablish ground cover with sod to existing conditions (419 bermuda), temporary easement not to exceed six months unless agreed upon by both parties, no disruption of the green tees on hole 18, remove three trees (including stumps and all debris) with the construction easement area, type D buffer to be planted back (large holly species to be agreed upon between City Arborist and grantee) and phased construction fencing to be installed (fencing for safety and aesthetics to block off bore receiving pit and fencing for safety during trench installation of sewer main and manholes), and manholes to be installed flush with the ground.

Recommendation: Motion to adopt a resolution to convey a temporary construction easement to HSREI, LLC.

13. Consider amending the Sewer Allocation Policy.

City Council initially approved the Sewer Allocation Policy at their December 21, 2021 work session. The policy has been amended several times since that initial approval. The current proposed amendments are to allow for reserving the bi-annual capacity from WSACC (true-up) until the next bi-annual assessment is made in order to cover any negative distributions and to allow for one six month extension for projects that request such extension.

Recommendation: Motion to amend the Sewer Allocation Policy.

14. Consider a Preliminary Application from Michael Cipriani.

In accordance with City Code Chapter 62, Michael Cipriani has submitted a preliminary application for water service outside the City limits. The property is located at 911 Silver Fox Road. The property is currently zoned LDR and the applicant is proposing a single family home. City sanitary sewer is not available to this parcel.

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

15. Consider appointing the Concord Kannapolis Area Transit (Rider) Director as Concord's alternate for the Metropolitan Transit Commission Ex Officio position.

In lieu of the City Manager serving as Concord's alternate for the Metropolitan Transit Commission Ex Officio position, it is staff's recommendation to appoint the Concord/Kannapolis Area Transit Director as the alternate.

Recommendation: Motion to appoint the Concord Kannapolis Area Transit (Rider) Director as Concord's alternate for the Metropolitan Transit Commission Ex Officio position.

VII. Consent Agenda

A. Consider supporting an amended application for Congestion Mitigation and Air Quality (CMAQ) funds to be submitted to the North Carolina Department of Transportation (NCDOT) for supplemental funding towards TIP Project C-5603I, US 601 at Flowes Store Rd/Miami Church Rd.

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

The revised estimate, including the current engineering phase, future right-of-way, and construction phases totals \$5,631,400. Staff are requesting approval to apply for additional funding to make this whole in the amount of \$2,625,653.60 in CMAQ funding (80%), and match \$656,413.40 from the City's Transportation Project Fund (20%).

Recommendation: Motion to consider supporting the amended application for Congestion Mitigation and Air Quality (CMAQ) funds to be submitted to the North Carolina Department of Transportation (NCDOT) for supplemental funding towards TIP Project C-5603I, US 601 at Flowes Store Rd/Miami Church Rd.

B. Consider supporting an amended application from the Parks and Recreation Department for Federal Congestion, Mitigation and Air Quality (CMAQ) Funding for Phase A of the Clarke Creek Greenway, also known as the Clarke Creek. Greenway.

Clarke Creek Greenway provides significant connectivity benefits for residents in Highland Creek, Winding Walk, Allen Mills, Edington and Granary Oaks neighborhoods to the future JE Jim Ramseur Park, Cox Mill Elementary School, Cox Mill High School, and Carolina International School. This project will include the bridge connection as well as about 1.52 miles of greenway trails. It is a high priority

identified in the adopted City of Concord Open Space Connectivity Analysis. Funding has been identified in the City CIP process for design of the greenway in FY23 and CMAQ projects typically require at least a 20% local match for construction. Staff is requesting approval to apply for additional funding in the amount of \$2,663,558. According to the Cabarrus-Rowan MPO additional funding has been allocated for CMAQ for an 80/20 split. The CMAQ funding would be \$2,130,846 and the 20% City match in the amount of \$532,712 has been identified as part of the Parks & Recreation Reserve Fund.

The Congestion Mitigation and Air Quality Program began with the passage of the Clean Air Act Amendments by the US Congress in 1990. These amendments require measures to reduce vehicle emissions in non-attainment areas, which are urban environments that do not meet those emission standards, including the Charlotte-Mecklenburg Metropolitan Region.

Bicycle and Pedestrian Projects are eligible for CMAQ funding if they directly reduce the number of vehicular trips to a destination and divert said trips to non-motorized modes. The application will provide calculations for reductions in Carbon Monoxide (CO), particulate matter, Nitrogen Oxide (NOx), and Volatile Organic Compounds (VOC).

Recommendation: Motion to consider supporting an application for Clarke Creek Greenway to be submitted as a Congestion Mitigation and Air Quality (CMAQ) project to NCDOT through the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO).

C. Consider authorizing the City Manager to accept \$25,000 from the NC Governor's Highway Safety Program to fund overtime expenses for traffic safety enforcement and to adopt a budget ordinance to appropriate the grant funds.

The Concord Police Department received official notification of a \$25,000 grant award from the NC Governor's Highway Safety Program for the 23-24 fiscal year. The funds will be used for overtime traffic related enforcement expenses. The approval to apply was granted by City Council at their January 12, 2023 meeting. The official award documents have been received and will be presented to the City Manager for signature upon approval of acceptance of the grant funds.

Recommendation: Motion to authorize the City Manager to accept \$25,000 from the NC Governor's Highway Safety Program to fund overtime expenses for traffic safety enforcement and to adopt a budget ordinance to appropriate the grant funds.

D. Consider authorizing the City Manager to accept the 2023 Community Waste Reduction and Recycling Grant Award from the NC Department of Environmental Quality and to adopt a budget ordinance appropriating the grant funds.

The Concord Solid Waste Services Department has been awarded a 2023 Community Waste Reduction and Recycling Grant in the amount of \$20,000. This grant is funded through the NC Department of Environmental Quality and will be used to conduct outreach enforcement efforts, including auditing and tagging of contaminated carts, followed by targeted education to areas with highest rates of contamination. A 20% local match (\$4,000) has already been approved in the FY23-24 budget. The approval to apply for this award was granted on February 9, 2023 at the Concord City Council meeting.

Recommendation: Motion to authorize the City Manager to accept the 2023 Community Waste Reduction and Recycling Grant Award from the NC Department of Environmental Quality and to adopt a budget ordinance appropriating the grant funds.

E. 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: Oaklawn Development Phase 3. 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: Oaklawn Development Phase 3.

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

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Westwinds Center, LLC (PIN's 4680-71-1123 and 4680-70-0490) 7010 and 7550 Westwinds Blvd; Kroger Fulfillment Network, LLC (PIN 5539-42-3541) 227 NC HWY 49; The Salvation Army (PIN 5630-19-0770, 5630-19- 1640, 5630-19-2505 and 5630-19- 3602) 45 Ashlyn Drive SE; and The Mooresville Group, LLC (PIN 5527-42 -8038) 1002 Holden Avenue SW. 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: Westwinds Center, LLC, Kroger Fulfillment Network, LLC, The Salvation Army, and The Mooresville Group, LLC.

G. Consider accepting an offer of infrastructure at Copperfield PH 2 Northeast Gateway Ct. NE, Kensley East Subdivision, Piper Landing Subdivision PH 1 MP 2, Cumberland Subdivision Phase 2, Odell School Landings Off-site public 8-inch sewer, Annsborough Park PH 1 MP 1, Sherwood Hills Sewer.

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 819 LF of Roadway, 2,145 LF of 12-inch water line, 4,319 LF of 8-inch water line, 340 LF of 6-inch water line, 834 LF of 2-inch water line, 17 valves, 14 fire hydrants, 173 LF of 18-inch sanitary sewer line, 257 LF of 15-inch sanitary sewer line, 6,457 LF of 12-inch sewer line, 7,396 LF of 8-inch sanitary sewer line, 77 manholes.

Recommendation: Motion to accept an offer of infrastructure at Copperfield PH 2 Northeast Gateway Ct. NE, Kensley East Subdivision, Piper Landing Subdivision PH 1 MP 2, Cumberland Subdivision Phase 2, Odell School Landings Off-site public 8-inch sewer, Annsborough Park PH 1 MP 1, Sherwood Hills Sewer.

H. Consider adopting changes to the fee schedule to include revisions related to the change in the system development fees for water and sewer connection.

These additional changes are needed to fully implement the new System Development Fees. These fee changes will be effective August 1, 2023.

Recommendation: Motion to adopt the revised fee schedule effective August 1, 2023.

I. Consider approving a donation of \$2,500 from the Mayor's Golf Tournament fund to Multi-Cultural Community Student Union and to adopt a budget ordinance appropriating the donation amount.

The funds are being requested to assist with providing academic, emotional, and social support to children in the Logan Community and Cabarrus County.

Recommendation: Motion to approve a donation of \$2,500 from the Mayor's Golf Tournament fund to Multi-Cultural Community Student Union and to adopt a budget ordinance appropriating the donation amount.

J. Consider adopting an amendment to the Aviation project fund.

The amendment is needed to amend the budget to include a transfer of State Aid that was missing from the FY24 ordinance.

Recommendation: Motion to adopt an amendment to the Aviation project fund.

K. Consider adopting a Capital Project Ordinance amendment for an increase in grant funding for the Hangar-Taxilane Rehabilitation.

The Finance Department is recommending an increase in the overall Federal AID for the Aviation Department by \$302,023 for the Hangar Taxilane Rehabilitation project.

Recommendation: Motion to adopt a Capital Project Ordinance amending the Hangar-Taxilane Rehabilitation project.

L. Consider adopting an ordinance to amend the Water project budget to cleanup various project budgets.

The attached budget amendment cleans up system development fee revenue based on actual amounts to date and allocates undesignated funds to the future projects account. The budget amendment also allocates a transfer from the water fund that was approved in June 2023 to the Chlorine Room Rehab project.

Recommendation: Motion to adopt an ordinance to amend the Water project budget to cleanup various project budgets.

M. Consider approving a change to the classification/compensation system to include the following classification: 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 Server Engineer (Grade IT05) with a salary range of \$68,695.30 (minimum) - \$90,677.80 (midpoint) - \$113,347.25 (maximum).

N. Consider approving a change to the classification/compensation system to include the following classification: Development Services Technician II.

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 Development Services Technician II (Grade 207) with a salary range of \$40,940.55 (minimum) - \$54,246.27 (midpoint) - \$67,551.95 (maximum)

O. Consider approving a change to the classification/compensation system to include the following classification: Grants Analyst.

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 Grants Analyst (Grade 209) with a salary range of \$48,641.50 (minimum) - \$64,449.98 (midpoint) - \$80,258.48 (maximum).

P. Consider approving a change to the classification/compensation system to include the following classification: Grant Compliance Coordinator.

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 Grant Compliance Coordinator (Grade 209) with a salary range of \$48,641.50 (minimum) - \$64,449.98 (midpoint) - \$80,258.48 (maximum).

Q. Consider accepting the semiannual debt status report as of June 30, 2023. The City's debt report as of June 30, 2023 is presented for City Council's review.

Recommendation: Motion to accept the City's semiannual debt status report as of June 30, 2023.

R. Consider acceptance of the Tax Office reports for the month of May 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 May 2023.

S. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of May 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 May 2023.

T. Receive monthly report on status of investments as of May 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.

Meeting Date

June 8, 2023

Annexation Staff Report

This request is a voluntary annexation petition of +/- 47.52 acres of property on Copperfield Blvd. The property is currently zoned C-2 (General Commercial) and I-1 (Light Industrial) in the City of Concord ETJ. A map has been provided depicting the property's location.

The property in question was acquired by Copperfield, Inc. by deed recorded in Cabarrus County Register of Deeds Book 8530 Page 0049 as recorded on December 30, 2008. A rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Mixed Use Activity Centers (MUAC) 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 comments were returned.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 47.52 ACRES OF
PROPERTY LOCATED AT 1085 COPPERFIELD BLVD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on June 8th, 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 June 8, 2023 after due notice by The Independent Tribune on May 28th, 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 8th day of June 2023:

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

Tract 1: Beginning at a computed point, said point being located on the northern right-of-way of Dickens Place NE (60' Public R/W), said point being located S 36°00'39" W 9.39 feet from a R/W Disk, thence with the northern right-of-way of Dickens Place NE (60' Public R/W) the following six (6) calls: (1) S 36°00'39" W 24.00 feet to a R/W Disk; (2) with a curve to the left, having a radius of 282.50 feet, an arc of 290.94 feet and a chord bearing and distance of S 01°04'16" E 278.25 feet to a R/W Disk; (3) S 30°34'36" E 220.00 feet to a R/W Disk; (4) with a curve to the right having a radius of 267.50 feet, an arc of 138.43 feet and a chord bearing and distance of S 15°45'10" E 136.89 feet to a R/W Disk; (5) N 88°57'00" E 64.95 feet to a R/W Disk; (6) N 06°20'56" W 63.22 feet to a R/W Disk, said disk being located on the southern right-of-way of Vinehaven Drive (60' Public R/W); thence with the southern right-of-way of Vinehaven Drive (60' Public R/W), the following two (2) calls: (1) N 41°58'28" E 91.84 feet to a R/W Disk; (2) N 66°40'01" E 138.85 feet to a calculated point; thence through the property of Copperfield, Inc. (Deed Bk. 8530, Pg. 49) the following three (3) calls: (1) S 23°18'22" E 89.69 feet to a calculated point; (2) S 20°48'20" W 143.75 feet to a calculated point; (3) S 72°38'00" E 263.79 feet to a calculated point, said point being located on the northern right-of-way of Copperfield Blvd. (Variable Public R/W); thence with the northern right-of-way of Copperfield Blvd. (Variable Public R/W) the following three (3) calls: (1) with a curve to the right, having a radius of 1362.70 feet, an arc of 918.21 feet and a chord bearing and distance of S 40°05'32" W 900.94 feet to a ½" rebar; (2) S 59°21'57" W 397.05 feet to a ½" rebar; (3) with a curve to the left, having a radius of 890.00 feet, an arc of 579.83 feet and a chord bearing and distance of S 40°45'49" W 569.63 feet to a 5/8" rebar, said rebar being a common corner with now or formerly CMC-Northeast, Inc. (Deed Bk. 7844, Pg. 23) thence with the property of now or formerly CMC-Northeast, Inc. (Deed Bk. 7844, Pg. 23), N 63°52'32" W 586.25 feet to a calculated point; thence through the property of Copperfield, Inc. (Deed Bk. 8530, Pg. 49) the following four (4) calls: (1) N 28°46'53" E 950.12 feet to a calculated point; (2) N 29°07'23" E 936.95.00 feet to a calculated point; (3) N 29°26'05" E 289.71 feet to a calculated point; (4) S 51°37'22" E 180.00 feet to the POINT AND PLACE OF BEGINNING and containing 37.415 AC.

Tract 2: Beginning at a ½" rebar, said rebar being located on the northern right-of-way of Vinehaven Drive (60' Public R/W), thence with the northern right-of-way of Vinehaven Drive (60' Public R/W) the following five (5) calls: (1) S 48°48'24" W 57.54 feet to a R/W Disk; (2) S 68°57'48" W 50.11 feet to a R/W Disk; (3) S 66°42'02" W 127.98 feet to a R/W Disk; (4) S 66°39'36" W 204.86 feet to a R/W Disk; (5) N 84°05'30" W 76.40 feet to a R/W Disk, said disk being located on the southern right-of-way of Dickens Place NE (60' Public R/W); thence with the southern right-of-way of Dickens Place NE (60' Public R/W) the following five (5) calls: (1) N 41°02'51" W 38.63 feet to a R/W Disk; (2) N 30°34'36" W 149.98 feet to a R/W Disk; (3) with a curve to the right, having a radius of 217.36 feet, an arc of 215.29 feet and a chord bearing and distance of N 02°12'32" W 206.60 feet to a R/W Disk; (4) N 26°28'10" E 34.31 feet to a R/W Disk; (5) N 37°45'57" E 41.96 feet to a 5/8" rebar, said rebar being a common corner with now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206); thence with the property of now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206), S 53°50'43" E 422.17 feet to a 5/8" rebar, said rebar being a common corner with now or formerly C & S of Concord, LLC (Deed Bk. 4339, Pg. 256); thence with the property of now or formerly C & S of Concord, LLC (Deed Bk. 4339, Pg. 256) N 89°54'59" E 199.46 feet to the POINT AND PLACE OF BEGINNING and containing 2.739 AC.

Street 1: Beginning at a 5/8" rebar, said rebar being located on the eastern right-of-way of Dickens Place NE, said rebar also being a common corner with now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206), thence with the eastern right-of-way the afore mentioned right-of-way, twelve (12) calls: (1) S 37°45'57" W 41.96 feet to a R/W Disk; (2) S 26°28'10" W 34.31 feet to a R/W Disk; (3) with a curve to the left having a radius of 217.36, an arc of 215.29 feet and a chord bearing and distance of S 02°12'32" E 206.60 feet to a R/W Disk; (4) S 30°34'36" E 209.80 feet to a calculated point; (5) with a curve to the right, having a radius of 332.50, an arc of 182.13 feet and a chord bearing and distance of S 16°34'58" E 179.86 feet to a R/W Disk; (6) S 88°57'09" W 64.95 feet to a R/W Disk, said Disk being located on the western right of way of Dickens Place NE (60' Public R/W); thence with the western right-of-way of Dickens Place NE (60' Public R/W), (7) with a curve to the left having a radius of 267.50, an arc of 138.43 feet and a chord bearing and distance of N 15°45'10" W 136.89 feet to a R/W Disk; (8) N 30°34'21" W 220.00 feet to a R/W Disk; (9) with a curve to the right, having a radius of 282.50, an arc of 290.94 feet and a chord bearing and distance of N 01°04'16" W 278.25 feet to a R/W Disk; (10) N 36°00'39" E 33.37 feet to a R/W Disk; (11) N 37°29'31" E 62.81 feet to a ½" rebar; (12) thence crossing said right-of-way, S 35°06'28" E 63.15 feet to the POINT AND PLACE OF BEGINNING and containing 1.058 AC.

Street 2: Beginning at a R/W Disk, said R/W Disk being located on the southern right-of-way of Vinehaven Drive NE (60' Public R/W), said Disk being a common corner with the property of now or formerly Copperfield, Inc. (Deed Bk. 8530, Pg. 49), thence with the southern right-of-way of Vinehaven Drive NE (60' Public R/W) the following thirteen (13) calls: (1) N 29°57'27" W 69.99 feet to a R/W Disk; (2) N 75°59'46" W 61.50 feet to a R/W Disk; (3) S 66°40'01" W 378.20 feet to a R/W Disk; (4) S 41°58'28" W 91.84 feet to a R/W Disk; (5) with a curve to the left, having a radius of 332.50, an arc of 118.81 feet and chord bearing and distance of N 22°02'11" W 118.18 feet to a calculated point; (6) N 30°34'36" W 59.83 feet to a R/W Disk; thence with the northern right-of-way of the afore mentioned right-of-way, (7) S 41°02'51" E 38.63 feet to a R/W Disk; (8) S 84°05'30" E 76.40 feet to a R/W Disk; (9) N 66°39'36" E 204.86 feet to a R/W Disk; (10) N 66°42'02" E 127.98 feet to a R/W Disk; (11) N 68°57'48" E 50.11 feet to a R/W Disk; (12) N 48°48'24" E 96.15 feet to a R/W Disk; (13) N 33°42'27" E 78.46 feet to a R/W Disk, said Disk being located on the right-of-way of Copperfield Blvd. (80' Public R/W); thence with the right-of-way of Copperfield Blvd. (80' Public R/W) the following two (2) calls: (1) S 07°34'59" E 137.74 feet to a calculated point; (2) with a curve to the right, having a radius of 1362.70, an arc of 123.76 feet and a chord bearing and distance of S 04°31'02" W 123.72 feet to the POINT AND PLACE OF BEGINNING and containing 1.123 AC.

SECTION 2. Upon and after the 8th day of June, 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 8th day of June 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

Project: Back to the USA



Cabarrus County Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$0	\$0	\$0
Total Assessed Value (Personal)		\$1,437,800	\$4,552,945	\$5,626,035
	\$1,580,000.00	\$1,437,800	\$1,295,600	\$1,153,400
	\$3,579,500.00		\$3,257,345	\$2,935,190
	\$1,689,500.00			\$1,537,445
County taxes at .74		\$10,640	\$33,692	\$41,633
Grant @ 85 %		\$9,044	\$28,638	\$35,388
Net Taxes to County		\$1,596	\$5,054	\$6,245
			Taxes	\$ 85,964
			Grant	\$ 73,070
			Net Taxes to County	\$ 12,895

City of Concord Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$0	\$0	\$0
Total Assessed Value (Personal)		\$1,437,800	\$4,552,945	\$5,626,035
	\$1,580,000.00	\$1,437,800	\$1,295,600	\$1,153,400
	\$3,579,500.00		\$3,257,345	\$2,935,190
	\$1,689,500.00			\$1,537,445
City taxes at .48		\$6,901	\$21,854	\$27,005
Grant @ 85 %		\$5,866	\$18,576	\$22,954
Net Taxes to City		\$1,035	\$3,278	\$4,051
			Taxes	\$ 55,761
			Grant	\$ 47,396
			Net Taxes to City	\$ 8,364
			Grant Total:	\$ 120,466



P.O. Box 1470 Ladson, SC 29456 | 843.408.3546 | www.HoytBerenyi.com

Engineers Cost Estimate

Public Improvements

Project Name:

ODFL Concord

Project Number:

21-006

Date:

June 26, 2023

Construction Cost Estimate					
Description	Quantity	Unit	Unit Price	Total	
1. Utilities					
12" Watermain Extension	436	LF	\$ 46.00	\$ 20,056.00	
Sewermain Extension	350	LF	\$ 35.00	\$ 12,250.00	
Sewer Manhole	1	EA	\$ 1,750.00	\$ 1,750.00	
Curb Inlet w/ Piping	1	EA	\$ 2,000.00	\$ 2,000.00	
			Subtotal	\$ 36,056.00	
2. Site & Earthwork					
Site Clearing	1	AC	\$ 6,500.00	\$ 7,930.00	
Strip and Export Organics	900	CY	\$ 10.00	\$ 9,000.00	
Seeding	0.50	AC	\$ 1,500.00	\$ 750.00	
Wetland Impact Mitigation	1.00	LS	\$ 50,000.00	\$ 50,000.00	
			Subtotal	\$ 67,680.00	
3. Site Development					
Concrete/Sidewalks	242	SY	\$ 20.00	\$ 4,840.00	
Paving	2,872	SY	\$ 20.00	\$ 57,440.00	
Curb & Gutter	1,000	LF	\$ 16.00	\$ 16,000.00	
Striping and Signage	1	LS	\$ 1,000.00	\$ 1,000.00	
			Subtotal	\$ 79,280.00	
			Total	\$ 183,016.00	
			115% Total w/ contingency	\$ 210,468.40	

Dominion



City of Concord Economic Development Grant Analysis

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

*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.*

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS COLEMAN MILL LOFTS IN THE CITY OF CONCORD, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,630,000

WHEREAS, the City Council (the “City Council”) of the City of Concord, North Carolina (the “City”) met in Concord, North Carolina at 6:00pm on the 13th day of July, 2023; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the City is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the City has agreed to issue its tax-exempt multifamily housing revenue bonds (the “Bonds”) for the purpose of financing the acquisition of the historic Coleman Mill and the renovating and equipping therein by STC Coleman Mill, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), of a qualified residential rental project (as defined in Section 142(d) of the Internal Revenue Code of 1986, as amended (the “Code”)) to be known as Coleman Mill Lofts (the “Development”); and

WHEREAS, the Development will consist of 150 units in two residential buildings and related facilities located at 625 Main Street SW in the City of Concord, North Carolina; and

WHEREAS, Section 147(f) of the Code requires that any bonds issued by the City for the Development may only be issued after approval of the plan of financing by the City Council of the City following a public hearing with respect to such plan; and

WHEREAS, on this day the City held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto); and

WHEREAS, on October 13, 2022, the City Council adopted a resolution approving the issuance of not to exceed \$19,130,000 of tax-exempt bonds for the Development for purposes of satisfying the requirements of Section 147(f) of the Code; and

WHEREAS, the Borrower has determined that the amount of tax-exempt debt to be provided to finance the costs of the Development is more than originally anticipated and the Borrower has requested the City Council to approve the issuance of the Bonds in an amount not to exceed \$20,630,000; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City for the payment of the principal of or premium or interest on the Bonds, or to constitute the Bonds an indebtedness of the City, within the meaning of any constitutional or statutory provision whatsoever;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA DOES HEREBY RESOLVE, AS FOLLOWS:

1. The proposed housing development consisting of the acquisition, construction, rehabilitation and equipping of the Development described above in the City by the Borrower and the issuance of the City's multifamily housing revenue bonds therefor in an amount not to exceed \$20,630,000 are hereby approved for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately.

* * * * *

I, Kim Deason, City Clerk of the City of Concord, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Concord, North Carolina, at a regular meeting duly called and held on July 13, 2023, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of Concord, North Carolina, this 13th day of July, 2023.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

CERTIFICATE AND SUMMARY OF PUBLIC HEARING

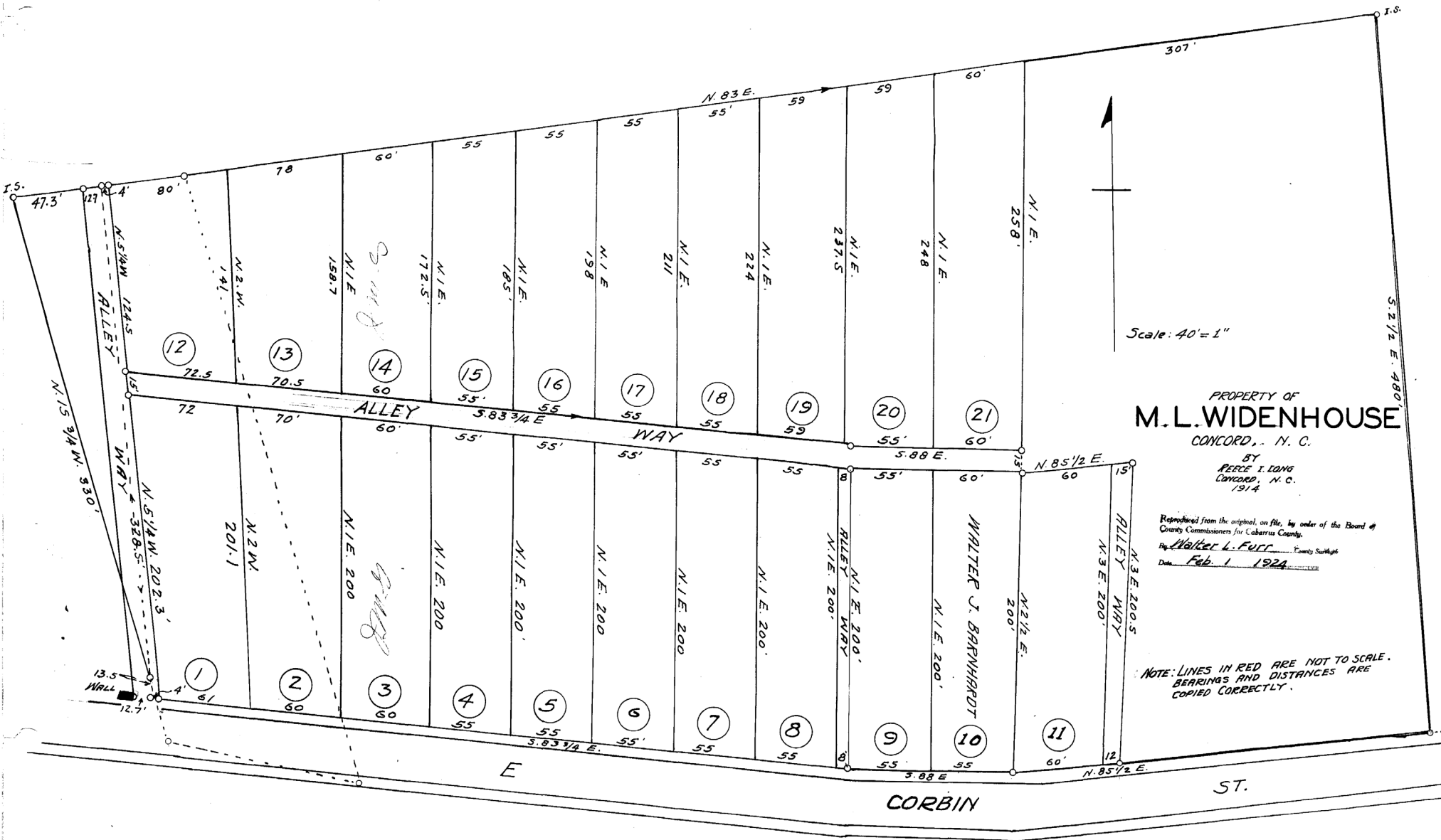
The undersigned City Clerk of the City of Concord, North Carolina hereby certifies:

1. Notice of a public hearing (the “Hearing”) to be held on July 13, 2023, with respect to the issuance of bonds by the City of Concord, North Carolina for the benefit of STC Coleman Mill, LLC was published on July __, 2023, in the *Independent Tribune*.
2. The presiding officer of the Hearing was Mayor William C. Dusch.
3. The following is a list of the names and addresses of all persons who spoke at the Hearing:
4. The following is a summary of the oral comments made at the Hearing:

WITNESS my hand and the corporate seal of the City of Concord, North Carolina this the 13th day of July, 2023.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina



Scale: 40' = 1"

PROPERTY OF
M. L. WIDENHOUSE
CONCORD, N. C.

BY
PERCE T. LANG
CONCORD, N. C.
1914

Reproduced from the original on file, by order of the Board of
County Commissioners for Cabarrus County.

By Walter L. Full County Surveys
Date Feb. 1 1924

NOTE: LINES IN RED ARE NOT TO SCALE.
BEARINGS AND DISTANCES ARE
COPIED CORRECTLY.

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 13th day of July, 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.

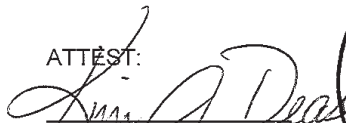
(4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA


William C. Dusch Mayor

ATTEST:


Kim Deason, Clerk



A RESOLUTION ORDERING THE CLOSING OF A PORTION OF AN ALLEY PARALLEL TO
CORBAN AVENUE SE

WHEREAS, on the 8th day of June 2023, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of an alley parallel to Corban Avenue SE in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on July 13, 2023.

WHEREAS, the City Council on the 8th day of June, 2023, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

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

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

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 13th day of July, 2023; and

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

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

Lying and being in the 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

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

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

This the 13th day of July, 2023.

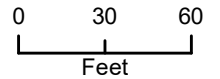
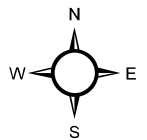
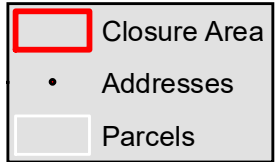
CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk

**Right-of-Way
Proposed Closure**



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'

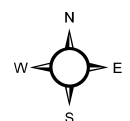
THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations.



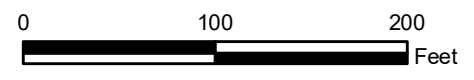
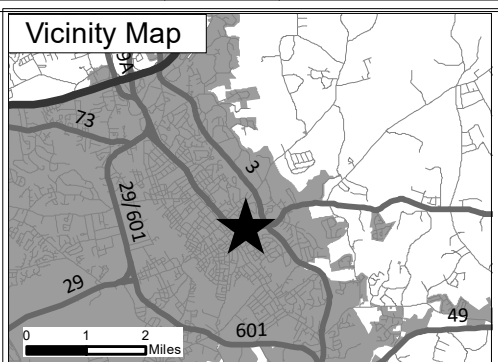
Right-of-Way Map City of Concord, NC

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

Meeting Date

July 13, 2023

Annexation Staff Report

This request is a voluntary annexation petition of +/- 0.16 acres of property on Bartram Ave, located in the Hallstead Subdivision, on the northeast side of the Zion Church Rd and Zion Church Rd East intersection. The property is currently zoned Cabarrus County MDR (Medium Density Residential). A map has been provided depicting the property's location.

The property in question was acquired by Antigone Powell and Marsaille Powell by deed recorded in Cabarrus County Register of Deeds Book 8603 Page 0041 as recorded on February 26, 2009. The 2030 Land Use Plan designates the subject property as "Suburban Neighborhood." If annexation is approved, staff intends to administratively petition to rezone the property from Cabarrus County MDR (Medium Density Residential) to R-CO (Residential County Originated). It would be a corresponding zoning district to the Land Use Category, and would match the R-CO (Residential County Originated) zoning district surrounding the subject property.

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

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 0.16 ACRES OF PROPERTY
LOCATED AT 786 BARTRAM AVENUE, CONCORD, NC

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

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

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

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

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

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

Being All of Lots 121 in the Final Plat of Hallstead Phase 1, Map 2, recorded in Map Book 54 and Page 6 in the Cabarrus County, North Carolina Public Registry.

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

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

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

Adopted this 13th day of July 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

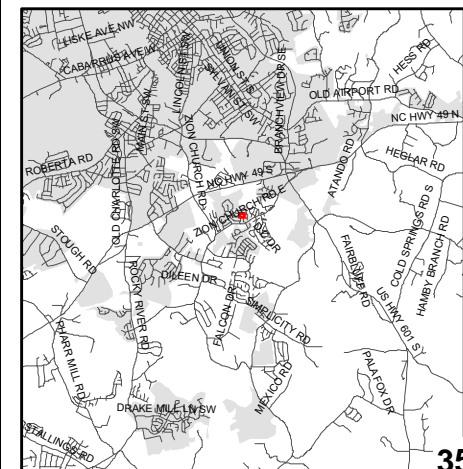
ANX-07-23
AERIAL

**Powell Family
Hallstead Lot 121**

786 Bartram Ave
PIN: 5639-30-7799



	Annexation Area
	Addresses
	Parcels



Meeting Date

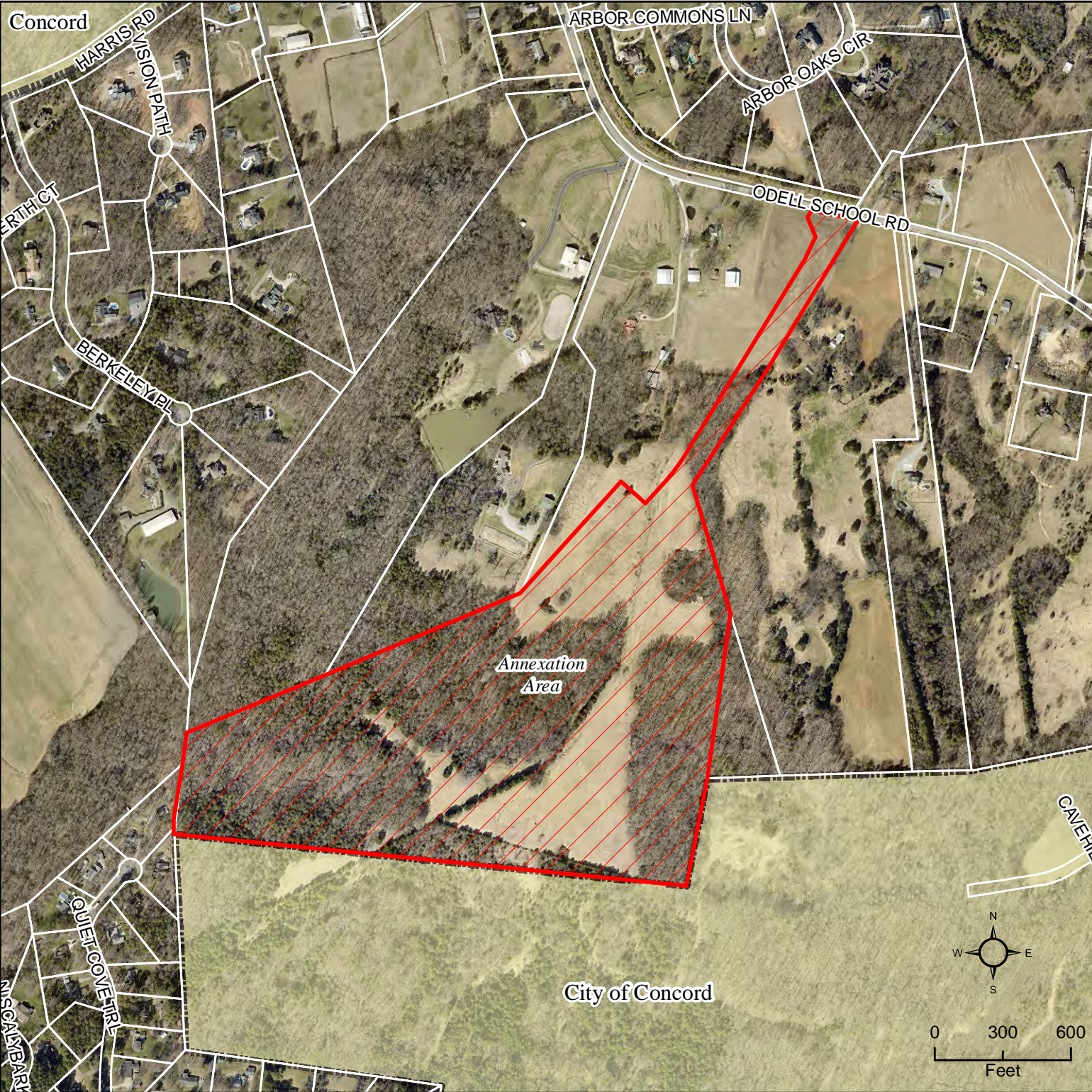
July 13, 2023

Annexation Staff Report

This request is a voluntary annexation petition of +/- 63.5 acres of property on Odell School Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). A map has been provided depicting the property's location.

The property in question was acquired by UNICA, UBO by deed recorded in Cabarrus County Register of Deeds Book 1817 Page 0242 as recorded on February 27, 1997. The subject request is construction of ninety-three (93) single-family detached homes on the site. The 2030 Land Use Plan designates the subject property as "Suburban Neighborhood." If annexation is approved, the request for zoning to City of Concord RM-2 (Residential Medium Density) will be presented to the Planning and Zoning Commission at the August 15, 2023, meeting. It would be a corresponding zoning district to the Land Use Category, and would be compatible with the surrounding residential zoning.




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

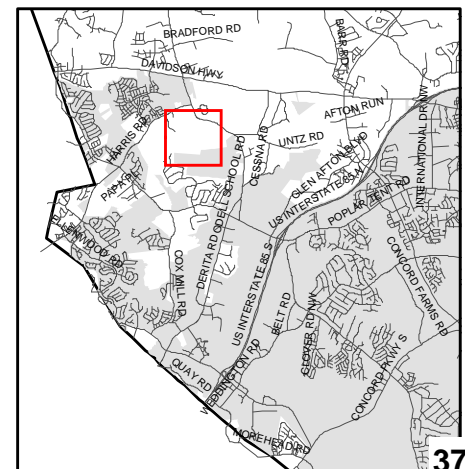


**ANX-06-23
AERIAL**

1201 Odell School Rd

PIN: 4681-64-7428 (part of)

	Annexation Area
	Parcels
	City of Concord



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 63.5 ACRES OF PROPERTY
LOCATED AT 1201/1241 ODELL SCHOOL RD, CONCORD, NC

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

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

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

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

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

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

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF CONCORD, COUNTY OF CABARRUS, STATE OF NORTH CAROLINA, SAID TRACT BEING BOUNDED ON THE WEST BY ODELL MEADOWS LLC., ODELL SCHOOL ROAD LLC., AND JOHNNY'S LLC., ON THE NORTH BY UNICA U B O AND ODELL SCHOOL ROAD(60' PUBLIC RIGHT-OF-WAY), ON THE EAST BY WILLIAM SCOTT & RALPH ALLEN JUSTICE, ON THE SOUTH BY M/I HOMES OF CHARLOTTE LLC., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN NGS MONUMENT, "SELF" WITH GRID COORDINATES: NORTHING OF 619079.78 AND EASTING OF 1488451.65; THENCE S 29°03'52" W, 3496.63 FEET TO A FOUND IRON ROD ON THE SOUTHERN RIGHT-OF-WAY LINE OF ODELL SCHOOL ROAD; THENCE ALONG WITH ODELL SCHOOL ROAD, S 77°00'54" W, 978.25 FEET TO A SET MAG NAIL NEAR THE CENTER OF ODELL SCHOOL ROAD; THENCE TURNING ALONG WITH THE COMMON BOUNDARY LINE WITH WILLIAM SCOTT & RALPH ALLEN JUSTICE S 31°30'59" W, 33.46 FEET TO A SET IRON ROD ON THE SOUTHERN RIGHT-OF-WAY LINE OF ODELL SCHOOL ROAD, THE PLACE AND POINT OF BEGINNING; THENCE CONTINUING WITH THE WILLIAM SCOTT & RALPH ALLEN JUSTICE THE FOLLOWING 3 CALLS: S 31°30'59" W, 1266.74 FEET TO A SET IRON ROD; THENCE S 51°04'15" E, 658.42 FEET TO A FOUND IRON ROD; THENCE S 11°10'25" W, 751.51 FEET TO A FOUND IRON ROD, A COMMON CORNER OF WILLIAM SCOTT & RALPH ALLEN JUSTICE AND M/I HOMES OF CHARLOTTE LLC.; THENCE ALONG THE COMMON BOUNDARY LINE WITH M/I HOMES OF CHARLOTTE LLC. THE FOLLOWING 2 CALLS: S 11°07'48" E, 485.31 FEET TO A FOUND IRON ROD; THENCE N 84°10'26" W, 2269.23 FEET TO A FOUND IRON PIPE, A COMMON CORNER OF M/I HOMES OF CHARLOTTE LLC. AND LYNN & JANET P. CASKEY; THENCE ALONG THE COMMON BOUNDARY LINE WITH LYNN & JANET P. CASKEY N 01°39'42" W, 64.31 FEET TO A FOUND IRON PIPE, A COMMON CORNER OF LYNN & JANET P. CASKEY AND JAMES & MARY B. HAYNES; THENCE ALONG THE COMMON BOUNDARY LINE WITH JAMES & MARY B. HAYNES N 02°54'03" W, 223.77 FEET TO A FOUND IRON PIPE, THE COMMON CORNER OF JAMES & MARY B. HAYNES AND JOHNNY'S LLC., A NC LIMITED LIABILITY COMPANY; THENCE ALONG THE COMMON BOUNDARY LINE WITH JOHNNY'S LLC., A NC LIMITED LIABILITY COMPANY N 14°00'36" E, 8.21 FEET TO A FOUND IRON ROD, A COMMON CORNER OF JOHNNY'S LLC., A NC LIMITED LIABILITY COMPANY AND ODELL SCHOOL ROAD LLC.; THENCE ALONG THE COMMON BOUNDARY LINE WITH ODELL SCHOOL ROAD LLC. N 64°30'17" E, 706.47 FEET TO A FOUND IRON ROD, A COMMON CORNER OF ODELL SCHOOL ROAD LLC. AND ODELL MEADOWS LLC.; THENCE ALONG THE COMMON BOUNDARY LINE WITH ODELL MEADOWS LLC. N 64°29'29" E, 936.66 FEET TO A FOUND IRON ROD; THENCE ALONG A NEW BOUNDARY LINE THE FOLLOWING 10 CALLS: N 64°29'29"

E, 98.66 FEET TO A SET IRON ROD; THENCE N 41°55'04" E, 585.71 FEET TO A SET IRON ROD; THENCE S 48°04'56" E, 145.00 FEET TO A SET IRON ROD; THENCE N 41°55'04" E, 140.29 FEET TO A SET IRON ROD; THENCE ALONG WITH A CURVE TO THE LEFT, WITH A RADIUS OF 705.50 FEET, AND A CHORD BEARING OF N 36°03'002" E, A DISTANCE OF 127.90 FEET TO A SET IRON ROD; THENCE N 31°30'59" E, 1018.57 FEET TO A SET IRON ROD; THENCE N 25°14'21" E, 100.60 FEET TO A SET IRON ROD; THENCE N 31°30'59" E, 10.21 FEET TO A SET IRON ROD; THENCE N 22°55'46" W, 94.02 FEET TO A SET IRON ROD; THENCE N 13°27'35" E, 25.00 FEET TO A SET IRON ROD; THENCE ALONG WITH THE SOUTHERN RIGHT-OF-WAY OF ODELL SCHOOL ROAD S 77°22'31" E, 194.73 FEET TO A THE PLACE AND POINT OF BEGINNING; CONTAINING 63.30 ACRES, MORE OR LESS.

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

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

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

Adopted this 13th day of July 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney



DATE: June 20, 2023

DESCRIPTION: Zoning Map Amendment from RC (Residential Compact) to PUD (Planned Unit Development) for development of a mixed-use project.

CASE NUMBER: Z (CD)-04-23

ACCELA #: CN-RZC-2023-00001

APPLICANTS WeBuild Concord

LOCATION: 114 Kerr St. NW/217 Cedar Drive NW

PARCEL PIN: PIN 5620-57-9483

AREA: 0.83 Acres +/-

ZONING: Residential Compact (RC)

REPORT PREPARED BY: Kevin E. Ashley, AICP Deputy Planning Director/
Autumn James, Planning and Development Manager/
Monterai Adams, Development Review Manager

BACKGROUND

The subject property is located on the northeast corner of Kerr Street NW and Cedar Drive NW and consists of approximately 0.83 acres. The property has approximately 130 feet of frontage along Kerr Street NW and 240 feet of frontage along Cedar Drive NW.

HISTORY

The subject property is the site of a former religious complex and consists of two separate structures including the main chapel. According to Cabarrus County tax records, the structures were constructed in 1942 and 1960. The main sanctuary structure is two-story and consists of 6,250 square feet. The education building is also a two-story structure consisting of 8,883 square feet. The structures have been vacant for a number of years, and were acquired by WeBuild Concord in December, 2022.

SUMMARY OF REQUEST

The developer proposes rezoning to Planning Unit Development (PUD) to redevelop the structures into thirteen residential units, office space, gallery and potential art studio space, artisanal related specialty retail and coffee shop/café.

According to the CDO, PUDs (Planned Unit Developments) and are *intended to provide for the orderly development of land with a mix of land uses and intensities. PUD zoning is intended to permit innovation and flexibility in the design, construction, and processing of mixed-use developments in exchange for the developer providing enhanced design elements that exceed CDO requirements. While the conventional zoning districts and the requirement of those districts set forth in the CDO are reasonable in most cases, there are parcels of land that are more appropriate to be developed with a mixed-use zoning district. Furthermore, there may be circumstances in which it is in the community's best interests to allow unique and/or creative designs and techniques that:*

- *Promote the most appropriate use of the parcel,*
- *Allow diversification of use,*
- *Facilitate the adequate and economical provision of streets, parks, open space, schools, storm drainage and sewer and water facilities,*
- *Incorporate transit access, amenities and/or connectivity,*
- *Preserve and utilize open space, tree cover, topography and significant natural features,*
- *Offer recreational opportunities close to the residential uses,*
- *Create physically integrated and interconnected neighborhoods that provide safe cross-access for vehicles, bicycles and pedestrians, and,*
- *Enhance neighborhood appearance/design.*

To summarize, a Planned Unit Development (PUD) should result in a higher quality development with superior design elements that benefit the community over traditional development within a base zoning district.

In February of 2021, the City adopted revised PUD standards to provide additional requirements in order to qualify as a PUD. These requirements include but are not limited to: Phasing delineation, commitment to non-residential use in the first phase, Type “D” Landscape Buffer, increased percentage of open space for active, usable open space, tree save, and Low Impact Development (LID). These additional standards were added after finding that many PUDs were being approved, only to later request a reduction in commercial areas, or usable open space, or reduction the quality of the elevations thus “watering down” the original approval. By providing more specific requirements for PUDs, greater commitment from the applicant is required upfront to comply with these additional standards, ensuring that the project is well planned and can be executed as agreed upon during the rezoning process.

PUD zoning requires that the proposal meet design principles as specified in Section 9.1.9. These standards include

- A. When Thirty (30) or more residential units are proposed, the project shall include a variety of housing stock that serves a range of incomes and age groups. Examples may include attached and detached single family, multifamily and dwelling units above commercial. The variety may include differing sizes of the same housing type, such as a mixture of larger and smaller lot sizes to accommodate a variety of single-family home designs.*
- B. Uses are compact and well- integrated as opposed to widely separated and buffered.*
- C. The project is well integrated into established adjacent areas relative to existing development standards, scale and use, with compatibility being achieved through effective architectural design and site planning.*

- D. *Open space is a significant element of the project's design. These open spaces shall include active and passive open space with an emphasis on accessible trails and connections to both existing and proposed greenways. The City's Open Space and Connectivity Analysis (OSCA) and other adopted plans shall be consulted for further guidance. All open space shall be specifically labeled and defined on the submitted site plan to include uses and aesthetic design. Additionally, all open spaces shall be accessible by a street, sidewalk, greenway or trail. While environmentally sensitive areas (floodplains, wetlands, etc.) may be within the minimum open space, at least 50% of the open space shall be upland area (non-environmentally sensitive). At least twenty-five percent (25%) of the overall gross land area of the site shall be designated as open space and thirty percent (30%) of the required open space on the site shall consist of active open space, except that this requirement may be modified in the event that the applicant demonstrates that the project is "infill" and is located adjacent to a sidewalk or trail network and is within walkable distance of active open space. Areas designated as "tree save" pursuant to Article 10 shall be considered active open space for the purposes of this section.*
- E. *The proposed development includes a variety of interconnected street types that are accessible to pedestrian, bicycle and automobile, and residential and non-residential areas shall be connected for both vehicles and pedestrians. The street pattern shall be designed in such a way as to encourage walking and to reduce the number and length of automobile trips. Bicycle lanes shall be provided along at least seventy percent (70%) of all collector streets.*
- F. *Enhanced design elements may include, but are not limited to*
 - a. *Increased open space and unique open space designs;*
 - b. *preservation of heritage trees and significant native tree canopy;*
 - c. *establishment of habitat preservation measures and/or wildlife sanctuary areas; and*
 - d. *use of native plants and pollinator gardens within the site.*
See Sections 9.3 and 9.4 for enhanced design elements that may be utilized in PUD zoning districts.
- G. *The project includes building types that delineate the streets and civic/nonresidential areas to minimize the visibility of parking lots. See Sections 9.3 and 9.4 for designs that accomplish this principle.*
- H. *Grading and clearing shall be minimized to the extent possible and the natural topography should be integrated into the site design and amenities.*
- I. *Low Impact Development (LID) stormwater facilities shall be used and integrated into the development. At least twenty five percent (25%) of the stormwater generated by the development shall be addressed by LID measures as specified in Section 9.11. When larger, stand-alone stormwater ponds and basins are proposed, they shall be designed and constructed as amenities.*
- J. *The proposed development shall provide for both current and future transit needs.*

The proposed restoration and revitalization of the existing structures appears to be compliant with these design principles. These are building that have been part of this neighborhood for many years, and as such, the applicants are taking the necessary steps to ensure they remain compatible, while providing innovative uses, providing a unique approach to affordable housing and small business development that aligns with Concord's vision for the future. Enhanced design elements include a commitment to working with the City on the use of native plant/pollinators.

Commercial

The commercial component of this proposed project includes proposed office space, gallery, potential art studio space, artisanal related specialty retail, and a coffee shop/café within the former sanctuary building.

Multifamily Apartments

The applicant has also proposed a total of 13 apartments within two sets of buildings. The existing two-story brick building (current sanctuary) that fronts Kerr St NW will have a converted basement with three (3) apartment units. The existing two-story brick connecting (educational) building will be converted to apartments with five (5) units on each floor. The proposed density is 15.64 dwelling units per acre, whereas the Urban Neighborhoods (UN) designation would allow up to twenty (20) dwelling units per acre.

PUD zoning requirements note that unless otherwise requested as deviations, minimum dimensional requirements for residential uses shall comply with Residential Compact (RC) minimum requirements.

The thirteen (13) apartments along Kerr St NW will have a 24-foot setback, along with 20-foot rear and side yard setbacks. Parking will be provided adjacent to the proposed residence with entry from Cedar Dr. NW and connectivity to the residences via sidewalk. Proposed elevations were submitted with the application to show the plans for restoration and revitalization of the existing structures, including:

- All existing windows and doors to be removed except for stain glass windows. Each stain glass window will be individually evaluated for repair and kept where feasible, throughout;
- All exterior window locations shall remain and replacement windows will fit within the existing framing, throughout;
- All windows will be aluminum clad with double hung insulated Low E windows, throughout;
- All window openings to be flashed, throughout;
- Bathroom windows will be tempered, throughout;
- Remove passthrough on the existing NW elevation;
- The existing structures will be pressure washed and mortar joints will be repointed;
- All rotted wood will be replaced on the existing structures, throughout;
- Guard rails and handrails will be added to existing stairs, and stairs in disrepair will be rebuilt, throughout;
- Ramps in disrepair will be rebuilt on the NE and SW elevations;
- ADA compliant ramp to be added to the NW elevation;
- Roof to be placed with architectural shingles and damaged sheathing will be placed;
- Roof vents to be filled with brick on the NE, NW, and SW elevations.

Connectivity

The current plan provides vehicular, bicycle, and pedestrian connectivity internally, as well as to the recreational facilities and trails to the west. Vehicular access is available off of Cedar Dr NW for both the commercial and residential parking lots. Pedestrian connectivity within the site via sidewalk allows for movement between the commercial and residential portions. An existing concrete walkway alongside Kerr St NW, and a proposed sidewalk along Cedar Dr NW would provide a connection to the recreation area and trail system after crossing Cedar Dr NW. An existing bus stop is also located outside of the proposed residential portion of the project along Cedar Dr NW.

Parking

The property currently has minimal parking. The existing parking area is proposed to be improved to accommodate five (5) parking spaces. An additional parking area with twenty (20) spaces is proposed near the north property line, and each separate parking area will have its own driveway onto Cedar Drive NW. Twenty-three (23) off-street parking spaces are required and twenty-five (25) are proposed. Landscaping in compliance with the CDO is proposed within the parking lots.

Deviations from Standards

PUD zoning requires a minimum 25-foot-wide buffer around the perimeter of the development, except the buffer may be modified if the project is an infill project, is within a Mixed-Use Activity center or a Village Center as indicated in the 2030 Land Use Plan. The subject property is an infill project, and also includes existing buildings that are to be restored and revitalized. As noted, as these are existing structures, having a minimum 25-foot-wide buffer around the perimeter of the development is not feasible. As such, the site plan has been reviewed with the notation of an 8' Type A buffer for the apartments and a 15' Type B buffer for civic uses against the residential.

PUD zoning requires open space to be a significant element of the projects design, incorporating both active and passive open space. However, this requirement can be modified in the event that the applicant demonstrates that the project is infill and is located adjacent to a sidewalk or train network and is within walkable distance of active open space. The proposed site is located within ½ mile walking distance from recreational facilities with public access which is connected by sidewalk and/or a greenway trail. The entrances to the public sidewalk and the Village Greenway Trailhead are located along Kerr St NW directly across Cedar Dr NW.

Enhancements above Standard Zoning Districts

Pollinator plants: The applicant has agreed to work with City staff to utilize native pollinator plants within the development, as feasible. The proposed plan currently has live oaks and redbuds listed in their landscaping plan, which are native pollinator plants.

Land Use

Existing Zoning and Land Uses					
Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses Within 500 Feet	
RC (Residential Compact)	North	Heavy Industrial (I-2), Residential Compact (RC), Office Institutional (O-I)	Vacant Religious Complex	North	Single Family Residential, Recreation
	East	Residential Compact (RC)		East	Single Family Residential
	South	Residential Compact (RC)		South	Single Family Residential, Church
	West	Office Institutional (O-I) Heavy Industrial (I-2) Office Institutional (O-I) General Commercial Conditional District (C-2-CD)		West	Commercial, Recreation, Clearwater Artist Studio

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 LUP designates the subject property as a “*Civic/Institutional*” (C/I). PUD is not deemed to be an appropriate zoning classification for the C/I designation. As a result, approval of a plan amendment by City Council is required. The recommended designation for PUD consistency is “Urban Neighborhood” (UN) which is the designation for adjacent properties.

The plan states that UN is to “*provide a mix of moderate to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete and comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at the edges of urban neighborhoods may support neighborhood and community serving pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety.*”

Guidance specific to the Urban Neighborhood Category specifies that the PUD (Planned Unit Development) is a corresponding zoning classification and advises that development should:

- *Internal/external pedestrian connectivity are important in Urban Neighborhoods.*
- *Architecture and building scale/massing should fit within the surrounding context. This is particularly important for infill sites.*
- *Mixed uses (horizontal or vertical) should be allowed and encouraged in appropriate locations.*
- *Neighborhood Commercial is acceptable. Same standards as Suburban Neighborhoods.*

The following general land use challenges and opportunities in Section 5.2 relate to the proposed amendment.

- *Maintaining the community's character. Concord's premium quality of life continues to attract new residents. The resulting increases in housing demand, commercial development, industrial development, traffic congestion and new faces continue to change the community. Changes such as downtown revitalization, greenfield development and redevelopment of commercial and industrial sites have improved the quality of life in Concord. Residents want to ensure that future changes protect or enhance the quality of their neighborhoods and strengthen Concord's identity and sense of place.*

The following goals, objectives and policy guidance relate to the proposed zoning amendment.

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

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

Policy Guidance for Objective 1.6:

- *Housing Balance: Ensure that zoning allows for a mix of housing types at a variety of prices to meet the demands of existing and future residents.*

Goal 2: Enhance mobility for all modes of transportation between the places where people live, work, shop and play (refer to Part 7 for additional policy guidance relating to mobility).

Objective 2.1: Ensure that new development is designed to provide users with mobility choices, including driving, walking, bicycling and riding transit.

Objective 2.2: Ensure that new development includes interconnected road systems and enhances connectivity to existing development where it safely enhances mobility.

Goal 4: Ensure compatibility between neighboring land uses

Objective 4.1: *Use a combination of land use transitions, intensity gradients, buffering, and design to ensure that land use transitions are compatible.*

Policy Guidance for Objectives 4.1:

- ***Land Use and Intensity Transitions:*** *Zoning use and site development standards should promote a gradient in the type and intensity of uses. For instance, higher density residential development can provide a compatible transition between medium-density residences and neighborhood commercial centers.*
- ***Buffers:*** *Buffers should be used to screen uses and activities that may detract from the enjoyment of adjacent land uses. Where large buffers are not necessary, the landscape design should soften land use transitions;*
- ***Building and Site Design Standards:*** *Where land use transitions are necessary to support a walkable mix of uses or housing types, a variety of development standards should ensure that the location, scale, height and orientation of buildings and site improvements provide for compatible transitions.*
- ***Parking and Access:*** *Ensure that parking lots and driveways are designed and located to minimize impacts on lower-intensity neighboring uses.*

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately 0.83 acres and consists of two two-story structures previously used as a church and education building.
- The two structures were constructed in 1942 and 1960 and contain a total of approximately 15,133 square feet.
- The proposed amendment is not consistent with the 2030 Land Use Plan as the PUD (Planned Unit Development) zoning classification is not considered to be compatible with the Civic/Institutional land use category. However, the existing structures have functioned in their current configuration for more than 60 years and the proposed uses are compatible with those existing in the surrounding neighborhood. The request provides a mix of residential, office, gallery and artists spaces and artisanal related specialty retail within a mixed-use setting.
- The zoning amendment is reasonable and in the public interest as the petition proposes the redevelopment of an underutilized structure into an integrated mixed-use development in close proximity to the Clearwater Arts Studios and recreational opportunity. Within the structures are mixed-income affordable and workforce loft apartments along with complimentary nonresidential uses.

SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the request consistent with the 2030 Land Use Plan and the requirements of the Concord Development Ordinance. The staff has no objections to the petition. Because this petition is a conditional district request, the Commission, should they decide to approve the request, may, according to Section 3.2.8.E of the CDO, suggest **“reasonable additional conditions or augment those already provided with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate.”**

All applicable standards for rezoning site plan review appear to be satisfied. The Development Review Committee has no objections to the petition from a rezoning review standpoint.

The petitioner has consented to the following conditions:

1. Compliance with the “Cedar and Kerr St. Development” site plan dated 5/3/23 and “Cedar and Kerr St. Development” Landscape Plan dated 5/3/23 ; and
2. Compliance with the architectural elevations as indicated on “Cedar and Kerr Mixed-Use”, sheets A-3 and A-18, dated 5/4/2023; and
3. Uses shall be limited to 13 multifamily residential units, office space, incubator office area, gallery and artist studio space, artisanal related specialty retail and coffee shop/café; and

4. Dumpster enclosure materials should be adjusted to coordinate with the elevations for the building; and
5. Technical site review and approval plan shall be required; and
6. The project shall comply with all State and Federally mandated standards such as stormwater requirements, floodplain protection requirements, Building Code, minimum Fire Code requirements, North Carolina Department of Transportation (NCDOT) or City of Concord minimum safety standards; and
7. Site design elements not specifically identified as a deviation shall adhere to applicable City standards.

PROCEDURAL CONSIDERATIONS

This particular case is a rezoning to a conditional district, which under the CDO, is “legislative” in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing.

APPLICATIONS NOT COMPLETED BY THE PUBLISHED APPLICATION DEADLINE WILL NOT BE CONSIDERED.

Required Attachments / Submittals:

- 1. Typed metes and bounds description of the property (or portion of property) in a Word document format.

- 2. Cabarrus County Land Records printout of names and addresses of all immediately adjacent landowners, including any directly across the street.

- 3. **FOR CONDITIONAL DISTRICT APPLICATIONS ONLY**, a plan drawn to scale (conditional district plan), and elevations if applicable submitted digitally.

- 4. If applicable, proof of a neighborhood meeting (signature page) or receipt from certified letters mailed to adjoining property owners if project increases density or intensity (See Section 3.2.3). Staff will provide further information on this requirement during the required pre-application meeting.

- 5. Money Received by _____ Date: _____
Check # _____ Amount: \$ 800.00 (Conditional) or \$600 (Conventional)
Cash: _____

The application fee is nonrefundable.

(Please type or print)

Applicant Name, Address, Telephone Number and email address: WeBuild Concord

4 Barbrick Ave SW # 10, Concord NC 28025 - Patrick Graham - pgraham@webuildconcord.org 704-784-0039

C/O Carlos Moore Architect PA, 222 Church St NE, Concord NC 28025 - Virginia Moore - vmoore@cmoorearch.com 704-788-8333

Owner Name, Address, Telephone Number: WeBuild Concord

4 Barbrick Ave Sw Suite # 10, Concord NC 28025

Project Location/Address: 114 Kerr St NW / 217 Cedar Dr NW

P.I.N.: 5620-57-9483

Area of Subject Property (acres or square feet): .83 acres

Lot Width: see survey attached Lot Depth: see survey attached

Current Zoning Classification: RC

Proposed Zoning Classification: PUD

Existing Land Use: vacant Church

Future Land Use Designation: Civic Institutional

Surrounding Land Use: North RC South RC

East RC West I-2 / PUD

Reason for request: To develop multi-family units, office space, gallery space, a mixed use development

Has a pre-application meeting been held with a staff member? yes, as well as DRC

Staff member signature: _____ Date: _____

THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

1. List the Use(s) Proposed in the Project:

multi-family residential units, office space, incubator office area, gallery space, possible studio space (artist), retail, and coffee shop or cafe

2. List the Condition(s) you are offering as part of this project. Be specific with each description.

(You may attach other sheets of paper as needed to supplement the information):

Central to the overall design concept shall be a designated green space that is activated by a commissioned piece of sculpture and shall act as a gathering area.

We shall intend to meet the development ordinance where possible. There are areas where the existing church sanctuary are encroaching into the setback or buffer yards. Additional landscaping shall be provided to make up for this encroachment.

I make this request for Conditional district zoning voluntarily. The uses and conditions described above are offered of my own free will. I understand and acknowledge that if the property in question is rezoned as requested to a Conditional District the property will be perpetually bound to the use(s) specifically authorized and subject to such conditions as are imposed, unless subsequently amended as provided under the City of Concord Development Ordinance (CDO). All affected property owners (or agents) must sign the application.

Virginia Moore 01.17.2023
 Signature of Applicant Date

Jessie L. Sykes 1.18.2023
 Signature of Owner(s) Date

Certification

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

Date: 1.18.2023

Applicant Signature: Virginia Moore

Property Owner or Agent of the Property Owner Signature:
Jessie L. Sykes

114 Kerr Street Narrative

The Kerr Street development is a NOAH (Naturally Occurring Affordable Housing) and economic revitalization project of WeBuild Concord. The goals are to create a mixed-use development and repurpose a historic structure in the burgeoning art district of Concord. This includes mixed-income affordable and workforce loft apartments, incubation space for entrepreneurs, and a gathering point near Clearwater across from the development of a new bike pump and park.

Mixed-use developments are essential to creating housing density and proximity to economic and community development. Kerr Street will be one of many unique WeBuild projects that adds to the character and revitalization of neighborhoods.

The building will have modern aesthetics combined with a traditional structure. This mixture reminds residents about the past but acknowledges a city moving forward. Overall, Kerr Street is a unique approach to affordable housing and small business development that aligns with Concord's vision for the future.

SITE LEGEND		LEGEND	
PROPOSED CURB & GUTTER		PROPOSED	5' CONTOURS
REVERSED PITCH CURB & GUTTER		EXISTING	1' CONTOURS
PROPERTY LINE			SANITARY SEWER
LOT LINES			STORM SEWER
DECORATIVE FENCING			STORM SEWER MANHOLE
PAVEMENT STRIPING			GRATE INLET
PAVEMENT			SPOT ELEVATION
CONCRETE			
TRAFFIC FLOW			
PARKING BAY COUNT			
SPOT ELEVATION			
TRUNCATED DOMES			

SEE ARCHITECTURAL PLANS FOR DETAILS WITHIN 5-FT OF BUILDING.

SEE SHEET C1.1 FOR OPEN SPACE DETAILS.

PAVEMENT NOTES

- LIGHT DUTY ASPHALT
6" AGGREGATE BASE COURSE
2" 59.5B SURFACE COURSE
- HEAVY DUTY CONCRETE
4" AGGREGATE STONE BASE
8" THICK, 4000 PSI CONCRETE W/ 5lbs of REINFORCING FIBER PER C.Y.
- CONCRETE SIDEWALK
4" THICK, 3600 PSI CONCRETE ON COMPACTED SUBGRADE

NOTES:

- ALL CONCRETE WORK SHALL HAVE APPROPRIATELY SPACED CONTROL AND CONSTRUCTION JOINTS.
- ALL FIRE ACCESS ROADS SHALL BE HEAVY DUTY AND CAPABLE OF SUPPORTING 80,000-LBS FOR FIRE APPARATUS.

ZONING CODE SUMMARY

PROJECT NAME: CEDAR & KERR ST. DEVELOPMENT

OWNER: WEBUILD CONCORD PHONE # (704) 285-6490

PLANS PREPARED BY: WOODBINE DESIGN, P.C. PHONE # (980) 722-2669

TAX PARCEL ID: 5620-5794-8300.00 LOT SIZE: 36,198-SF OR 0.831-AC

ZONING: RC (EXISTING); PUD (PROP.) JURISDICTION: CONCORD, NC

EXISTING USE: CIVIC - CHURCH PROPOSED USE: PUD - MULTI-FAMILY & COMMERCIAL

EDUCATIONAL - SUNDAY SCHOOL

PROP. BUILDING HEIGHT: N/A* FT. PROP. BUILDING LENGTH: N/A* FT.

MAX. ALLOWABLE: 150 FT. MAX. ALLOWABLE: 150 FT.

OF STORIES: 2

BUILDING COVERAGE: 7,542-SF SF. GROSS FLOOR AREA: 15,083-SF GFA

* BUILDINGS EXISTING, NO DIMENSIONAL CHANGES PROPOSED. SEE PLANS FOR BUILDING DIMENSIONS.

NUMBER OF UNITS: 13-APARTMENTS NUMBER OF LOTS: 1

DENSITY: .13 / 0.831 = 15.64 DUA DENSITY ALLOWED: 15-UNITS

Woodbine Design, P.C.
Landscape Architecture & Planning
980.722.2669
www.woodbinedesign.com

SEAL 10051
RILEY BURGESS, JR.
REGISTERED PROFESSIONAL ENGINEER
STATE OF NORTH CAROLINA
NO. C-4063

Riley Burgess, Jr.
PE
2023.05.03
12:23:06 -04'00'
SEAL

SEAL 10051
RILEY BURGESS, JR.
REGISTERED PROFESSIONAL ENGINEER
STATE OF NORTH CAROLINA
NO. C-4063

NORTH ARROW

Graphic Scale 1" = 20' ft.

SETBACK/YARD REQUIREMENTS:

RC ZONING SETBACKS (MULTI-FAM)*		C-2 ZONING SETBACKS	
SETBACK (FRONT):	24 FT.	SETBACK (FRONT):	10 FT.
SIDE YARD:	20 FT.	SIDE YARD:	N/A FT.
REAR YARD:	20 FT.	REAR YARD:	N/A FT.

SETBACKS COMPLY WITH USE TYPE PER SECTION 9.1.5(D) OF THE CDO. SEE NOTE TO THE LEFT.

BUFFER YARD REQUIREMENTS:

FRONT:	NO / YES 8' STREET YARD	REAR:	NO / YES 8' TYPE A
SIDE (NE):	NO / YES 8' TYPE A	SIDE (SW):	NO / YES 8' STREET YARD

SCREENING/BUILDING YARD REQUIREMENTS:

FRONT:	NO / YES 8' CATEGORY 2	REAR:	NO / YES 8' CATEGORY 2
SIDE (NW):	NO / YES	SIDE (SE):	NO / YES
PARKING:	NO / YES SEE LANDSCAPE PLAN	NOTE:	BUILDING FACES KERR ST.

IMPERVIOUS AREA DATA

EX. CONCRETE/SIDEWALK:	1,745-sf/0.040-ac (878sf in R/W)	SQ. FT./ACRES
EX. GRAVEL:	1,590-sf/0.037-ac (103sf in R/W)	SQ. FT./ACRES
EX. BUILDING:	7,855-sf/0.176-ac	SQ. FT./ACRES
EX. ASPHALT:	4,453-sf/0.102-ac (270sf in R/W)	SQ. FT./ACRES
EX. OTHER:	39-sf	SQ. FT./ACRES
TOTAL EXISTING:	15,482-sf/0.355-ac (1251sf in R/W)	SQ. FT./ACRES
EX. IMPERVIOUS REMOVED:	2,469-sf/0.057-ac (207sf in R/W)	SQ. FT./ACRES
PROPOSED BUILDING:	0-sf/0-ac	SQ. FT./ACRES
PROPOSED TRASH ENCLOSURE:	388-sf/0.009-ac	SQ. FT./ACRES
PROPOSED SIDEWALK:	2,890-sf/0.066-ac (184sf in R/W)	SQ. FT./ACRES
PROPOSED PAVEMENT:	10,064-sf/0.213-ac (464sf in R/W)	SQ. FT./ACRES
PROPOSED OTHER:	100-sf/0.002-ac	SQ. FT./ACRES
TOTAL NEW IMPERVIOUS:	13,442-sf/0.309-ac (648sf in R/W)	SQ. FT./ACRES
OVERALL SITE IMPERVIOUS:	15,482+(13,442-2,469) = 26,455-sf/0.607-ac (1692 in R/W)	
OVERALL PERCENT IMPERVIOUS:	26,455 / 36,198 = 73.08% (MAX. ALLOWED = 80%)	

WATERSHED: NOT WITHIN A WATERSHED

NOTES:

- MAXIMUM ALLOWABLE IMPERVIOUS AREA = 80%
- LESS THAN 20,000-SF OF NEW IMPERVIOUS PROPOSED AND LESS THAN 1-ACRE DISTURBED AREA, NO DETENTION SHALL BE REQUIRED.
- PROPOSED PAVEMENT INCLUDES CURB & GUTTER.
- 100% CREDIT FOR EXISTING IMPERVIOUS REMOVED.

PARKING DATA

PARKING REQUIREMENTS PER CONCORD ZONING ORDINANCE SECTION NO. 10.3	
MULTI-FAM. APARTMENTS	ART GALLERY/STUDIO
PARKING REQUIREMENTS: 1.5/UNIT (MIN)	PARKING REQUIREMENTS: 1/1,000-GFA (MIN)
2.5/UNIT (MAX)	1.5/1,000-GFA (MAX)
NUMBER OF UNITS: 13 APARTMENTS	GROSS FLOOR AREA: 3,125-SF
SPACES REQUIRED: 20 (MIN); 32 (MAX)	SPACES REQUIRED: 3 (MIN); 5 (MAX)
PROVIDED: 22-SPACES	PROVIDED: 3-SPACES
TOTAL REQUIRED: 23 (MIN); 37 (MAX)	HC REQUIRED: 1-SPACES
PROVIDED: 25-SPACES	PROVIDED: 1-SPACES

NOTE: SEE ARCHITECTURAL PLANS FOR ADA ACCESSIBLE ROUTE.

BICYCLE PARKING REQUIREMENTS: 1 PER 5-UNITS

SPACES REQUIRED: 3-SPACES
PROVIDED: 4-SPACES (2 INVERTED U RACKS)

LANDSCAPE NOTES

- LANDSCAPE AREAS SHALL BE COVERED WITH MULCH, GROUND COVER, OR GRASS BETWEEN SHRUB AND TREE PLANTINGS.
- THE PORTION OF STREET YARD ALONG KERR ST., LOCATED IN FRONT OF PROPOSED ART GALLERY, SHALL BE EXEMPT PER TOWN COMMENTS.
- EXISTING BUILDINGS/STRUCTURES THAT EXTEND INTO REQUIRED BUFFER YARDS ARE NON-CONFORMING EXISTING USES.
- ALL PARKING SPACES SHALL BE LOCATED WITH 60'-FT OF A CANOPY TREE.
- NO PLANTINGS SHALL BE INSTALLED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS.
- ONE (1) CANOPY TREE SHALL BE SUBSTITUTED WITH TWO (2) ORNAMENTAL TREES WHEN PLANTED UNDER OVERHEAD UTILITIES.
- ALL LANDSCAPING SHALL ADHERE TO ARTICLE 11 OF THE CONCORD DEVELOPMENT ORDINANCE AND ALL OTHER APPLICABLE TOWN/CITY/COUNTY STANDARDS.

SEE LANDSCAPE PLAN SHEET C2 FOR LANDSCAPE DETAILS.

LIGHTING & UTILITY NOTES

- ALL PROPOSED UTILITY LINES SHALL BE LOCATED UNDERGROUND AND ADHERE TO ALL APPLICABLE STANDARDS SET FORTH BY THE TOWN/CITY/COUNTY AND/OR UTILITY PROVIDER. SEE UTILITY PLAN FOR DETAILS.
- OUTDOOR AREA LIGHTING SHALL BE PROVIDED FOR SECURITY. SUCH LIGHTING SHALL BE SHIELDED TO DIRECT LIGHT DOWNWARD AND NOT INTO DWELLING UNITS ON, OR ADJACENT TO, THE MULTI-FAMILY SITE. LIGHTING SHALL BE PROVIDED TO ILLUMINATE THE INTERSECTIONS OF PRIMARY INTERIOR DRIVEWAYS AND BUILDING ENTRANCES.
- ALL LIGHTING SHALL ADHERE TO THE STANDARDS SET FORTH WITHIN THE TOWN/CITY UNIFIED DEVELOPMENT ORDINANCE AND/OR ZONING ORDINANCE AND ANY OTHER APPLICABLE TOWN/CITY STANDARDS.
- LIGHTING SHALL BE PERMITTED SEPARATELY AND IS NOT INCLUDED WITHIN THIS PLAN SET.
- CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER TO RELOCATE EXISTING UTILITIES AS NEEDED.
- ALL UTILITIES SERVING SITE ARE EXISTING UNLESS NOTED OTHERWISE.

SETBACK NOTES:

UNLESS OTHERWISE REQUESTED AS DEVIATIONS, MINIMUM DIMENSIONAL REQUIREMENTS FOR RESIDENTIAL USES SHALL COMPLY WITH RESIDENTIAL COMPACT (RC) MINIMUM REQUIREMENTS AND COMMERCIAL USES SHALL COMPLY WITH THE GENERAL COMMERCIAL (C-2) MINIMUM REQUIREMENTS. (CONCORD DEVELOPMENT ORDINANCE, SECTION 9.1.5-D)

*PROPOSED MULTI-FAMILY RESIDENTIAL SHALL ADHERE TO SECTION 7.8 OF THE CONCORD DEVELOPMENT ORDINANCE.

GENERAL NOTES

- DIMENSIONS FROM BACK OF CURB (TYP).
- ALL CURB RADI TO BE 5'-0" U.N.O.
- STANDARD PARKING DIMENSIONS:
STD AUTO: 9'-0" WIDE X 18'-0" LONG
PARALLEL AUTO: 9'-0" WIDE X 22'-0" LONG
HANDICAP: 9'-0" WIDE X 22'-0" LONG WITH CLEAR UNLOADING SPACE ADJACENT
- SEE ARCHITECTURAL PLANS FOR ADA ACCESSIBLE TRAVEL PATH.

LEGAL DESCRIPTION

PER CITY GIS: NE INTERSECT KERR ST. & CEDAR DR

TRASH NOTES

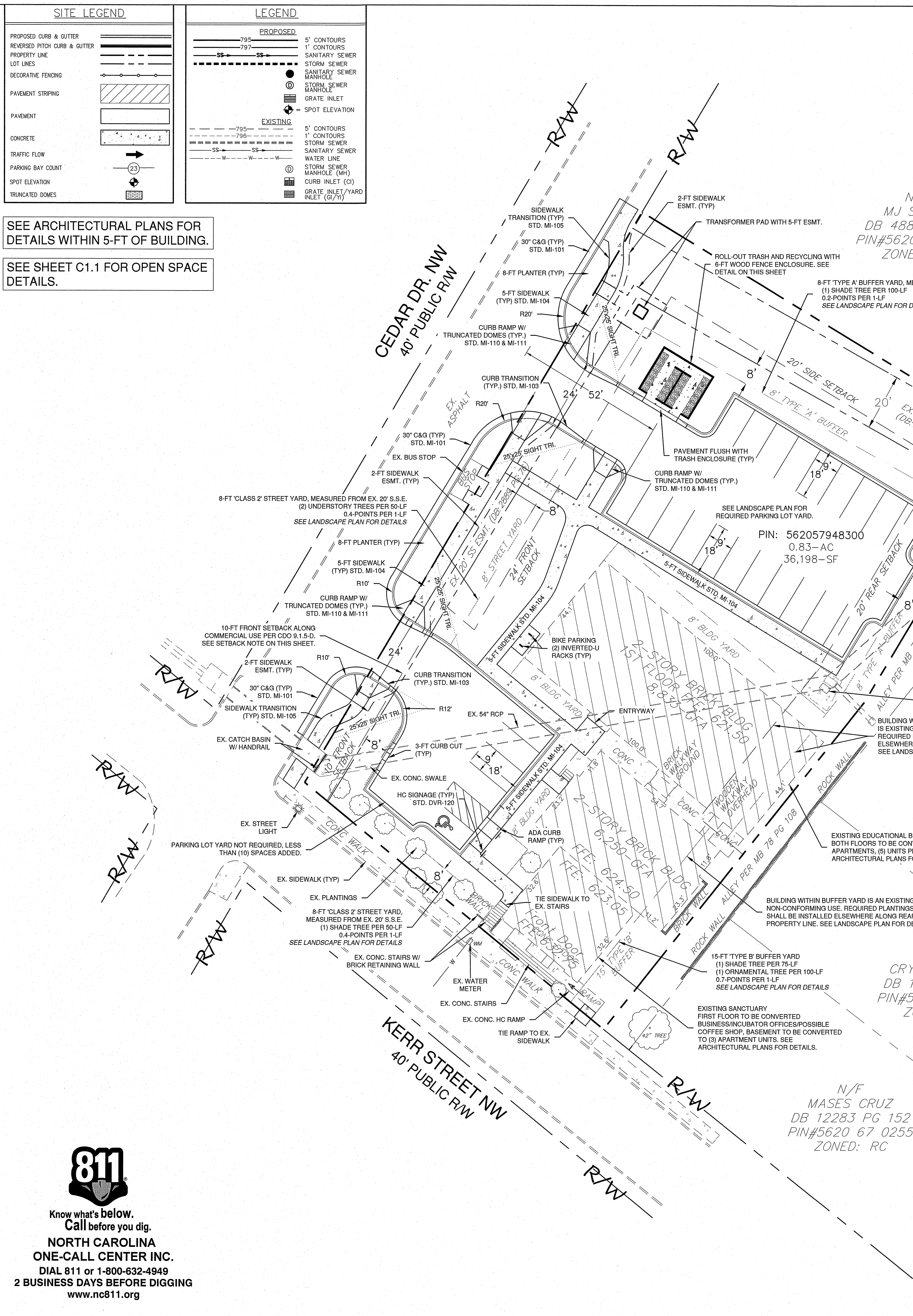
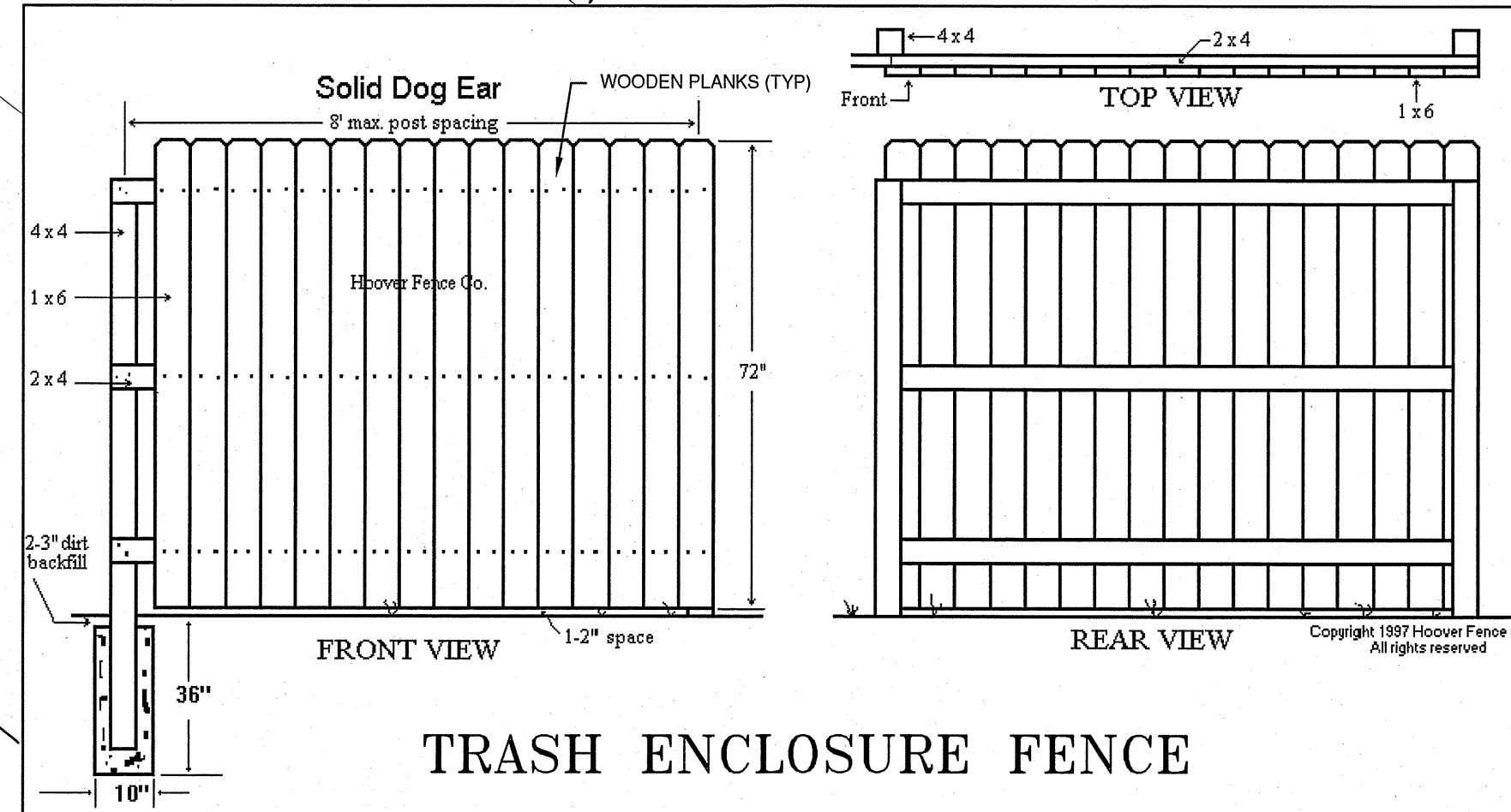
ROLL-OUT WASTE AND RECYCLING PROVIDED AS SHOWN ON PLANS. TRASH/RECYCLING AREA AREA SHALL BE SCREENED WITH 6'-FT WOODEN FENCE & IN ACCORDANCE WITH CONCORD DEVELOPMENT ORDINANCE. OWNER SHALL COORDINATE TRASH & RECYCLING SERVICE.

PHASING NOTES

NO PROJECT PHASING PROPOSED.

OPEN SPACE

NOT REQUIRED, EXEMPT PER CDO SECTION 10.5.2. SITE WITHIN 1,000'-FT OF PUBLIC PARK MEASURED ALONG PUBLIC PEDESTRIAN TRAVEL PATH. SEE SHEET C1.1 FOR DETAILS.



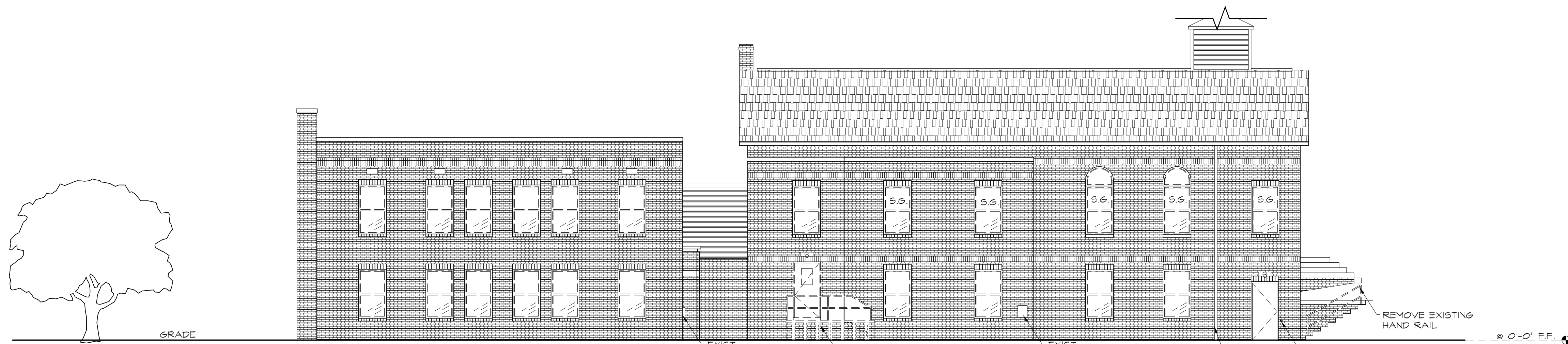
811
Know what's below.
Call before you dig.
NORTH CAROLINA
ONE-CALL CENTER INC.
DIAL 811 or 1-800-632-4949
2 BUSINESS DAYS BEFORE DIGGING
www.nc811.org

Project: CEDAR & KERR ST. DEVELOPMENT
Location: 114 KERR ST. NW CONCORD, NC 28025
Sheet Title: SITE PLAN

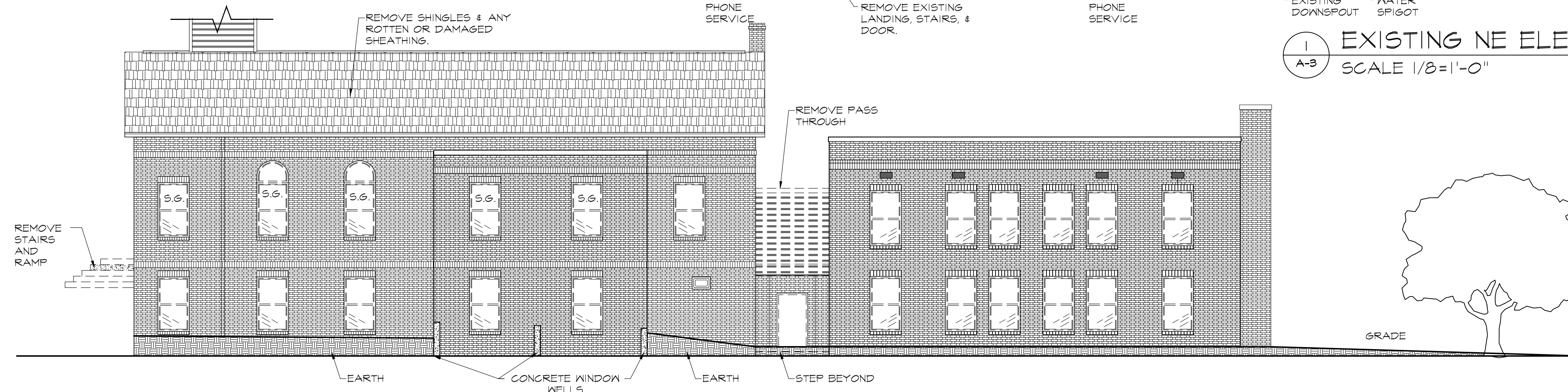
DEVELOPER/OWNER
WEBUILD CONCORD
4 BARRICK AVE. SW
CONCORD, NC 28025

Designed By: WOODBINE DESIGN
Drawn By: NJA
Date: 4/6/23
Revisions: 5/3/23-1st Review Com.

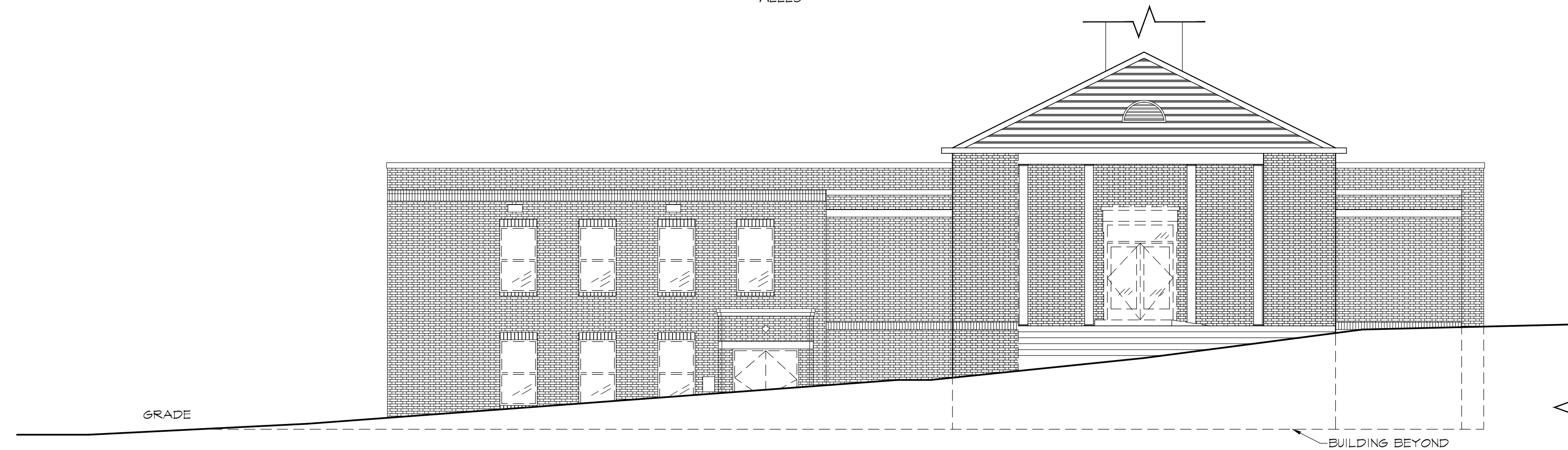
Sheet: C1 of 2
Project Number: 23005



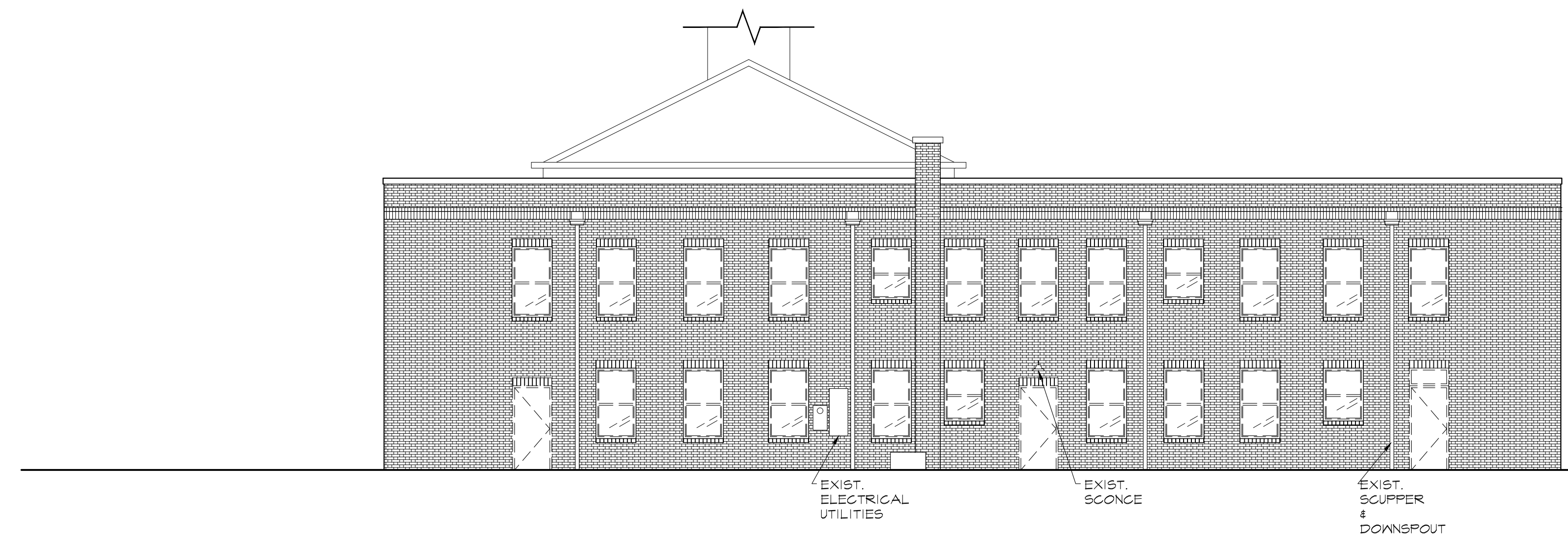
1 EXISTING NE ELEVATION
SCALE 1/8"=1'-0"



2 EXISTING NW ELEVATION
SCALE 1/8"=1'-0"



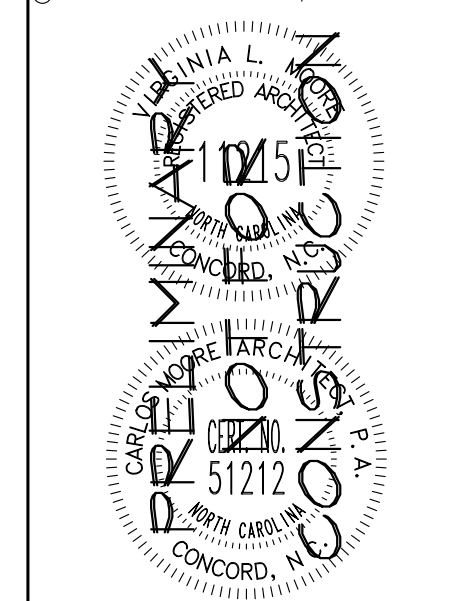
3 EXISTING SW ELEVATION
SCALE 1/8"=1'-0"



4 EXISTING SE ELEVATION
SCALE 1/8"=1'-0"

NOTES:
1. ALL EXISTING WINDOWS & DOORS TO BE REMOVED (EXCEPT FOR STAIN GLASS WINDOWS, WE WILL EVALUATE REPAIR OF EACH STAIN GLASS WINDOW)
2. ALL EXTERIOR WINDOW LOCATIONS SHALL REMAIN, REPLACEMENT WINDOWS TO FIT WITHIN EXISTING FRAMING.

NOTES:
ALL FEDERAL, STATE, LOCAL CODES, ORDINANCES AND REGULATIONS SHALL BE CONSIDERED AS PART OF PLANS AND SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PREFERENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED HEREIN UNLESS SPECIFICALLY NOTED OTHERWISE.
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Carlos Moore EST. 1987
ARCHITECT PA
222 CHURCH ST. N. CONCORD, NC 28025
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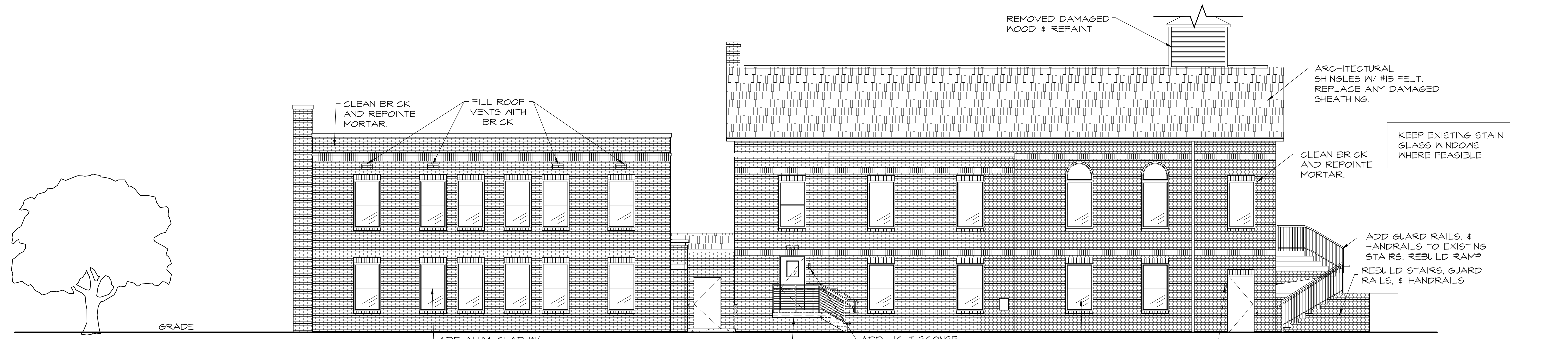
PROJECT TITLE: UPFIT FOR WE BUILD CONCORD
CEDAR & KERR MIXED-USE
114 KERR ST NW, CONCORD, NC
SHEET TITLE: EXISTING EXTERIOR ELEVATIONS

TODAY'S DATE: 05.04.2023
SCHEMATIC DESIGN APPR: XXXX
ORIGINAL SEAL DATE: XXXX

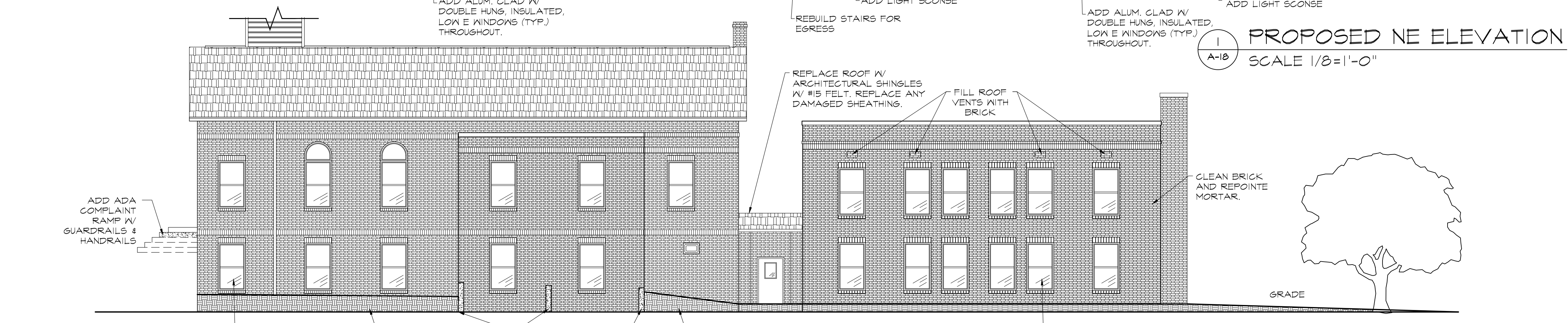
REVISIONS:

DRAWING NUMBER: 220402 EFFP
DRAWN BY: RGN
PROJECT MGR: VLM
CHECKED BY: V. MOORE

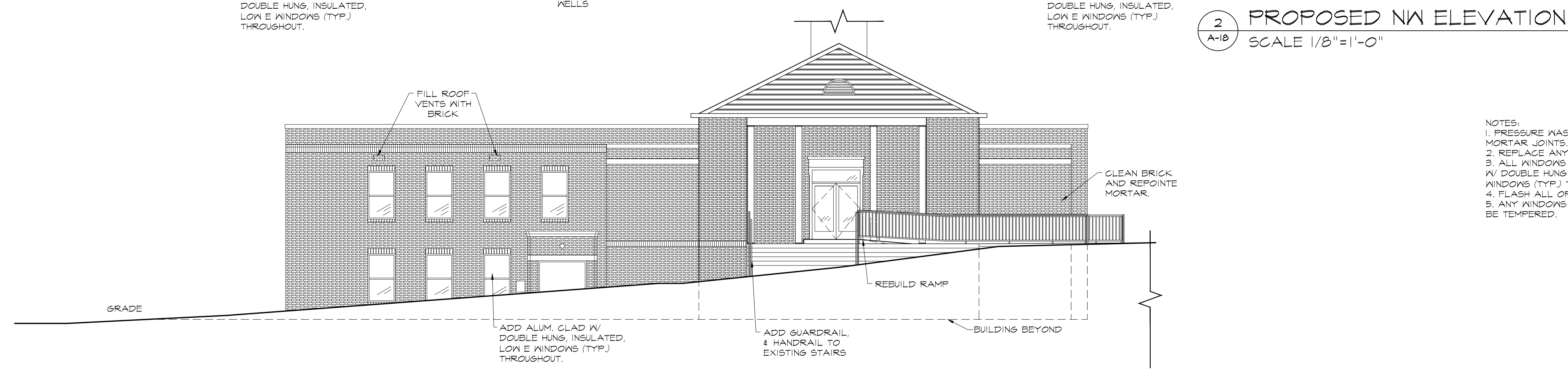
SHEET
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TOTAL # OF SHEETS: .



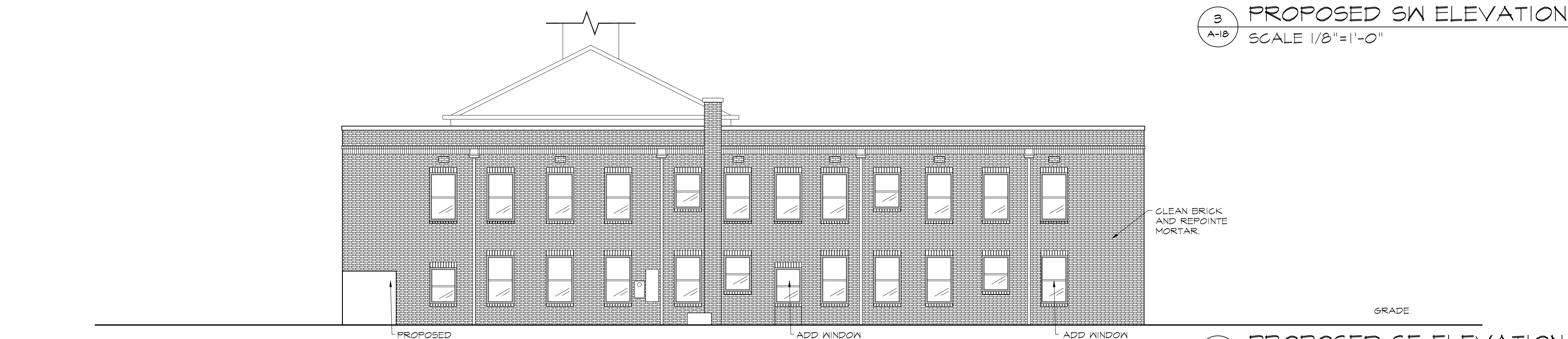
1 PROPOSED NE ELEVATION
SCALE 1/8"=1'-0"



2 PROPOSED NW ELEVATION
SCALE 1/8"=1'-0"



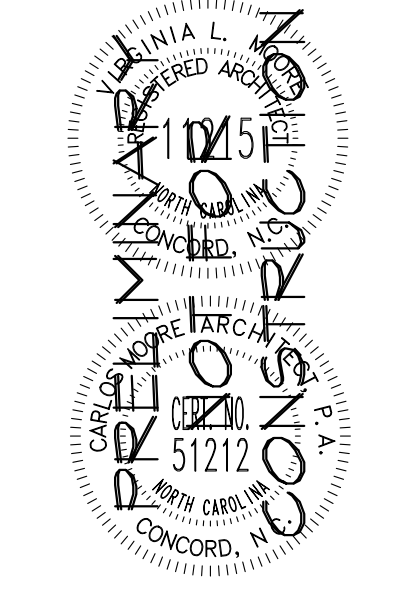
3 PROPOSED SW ELEVATION
SCALE 1/8"=1'-0"



4 PROPOSED SE ELEVATION
SCALE 1/8"=1'-0"

NOTES:
1. PRESSURE WASH BUILDING & POINT UP MORTAR JOINTS.
2. REPLACE ANY ROTTEN WOOD.
3. ALL WINDOWS SHALL BE ALUM GLAD W/ DOUBLE HUNG INSULATED LOW E WINDOWS (TYP.) THROUGHOUT.
4. FLASH ALL OPENINGS.
5. ANY WINDOWS IN BATHROOMS SHALL BE TEMPERED.

NOTICE:
ALL FEDERAL, STATE, LOCAL CODES, ORDINANCES AND REGULATIONS SHALL BE CONSIDERED AS PART OF PLANS AND SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED HEREIN UNLESS OTHERWISE SPECIFIED.
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PROJECT TITLE: UPFIT FOR WE BUILD CONCORD
CEDAR & KERR MIXED-USE
114 KERR ST NW, CONCORD, NC
SHEET TITLE: PROPOSED ELEVATIONS

TODAY'S DATE: 05.04.2023
SCHEMATIC DESIGN APPR: XXXX
ORIGINAL SEAL DATE: XXXX

REVISIONS:

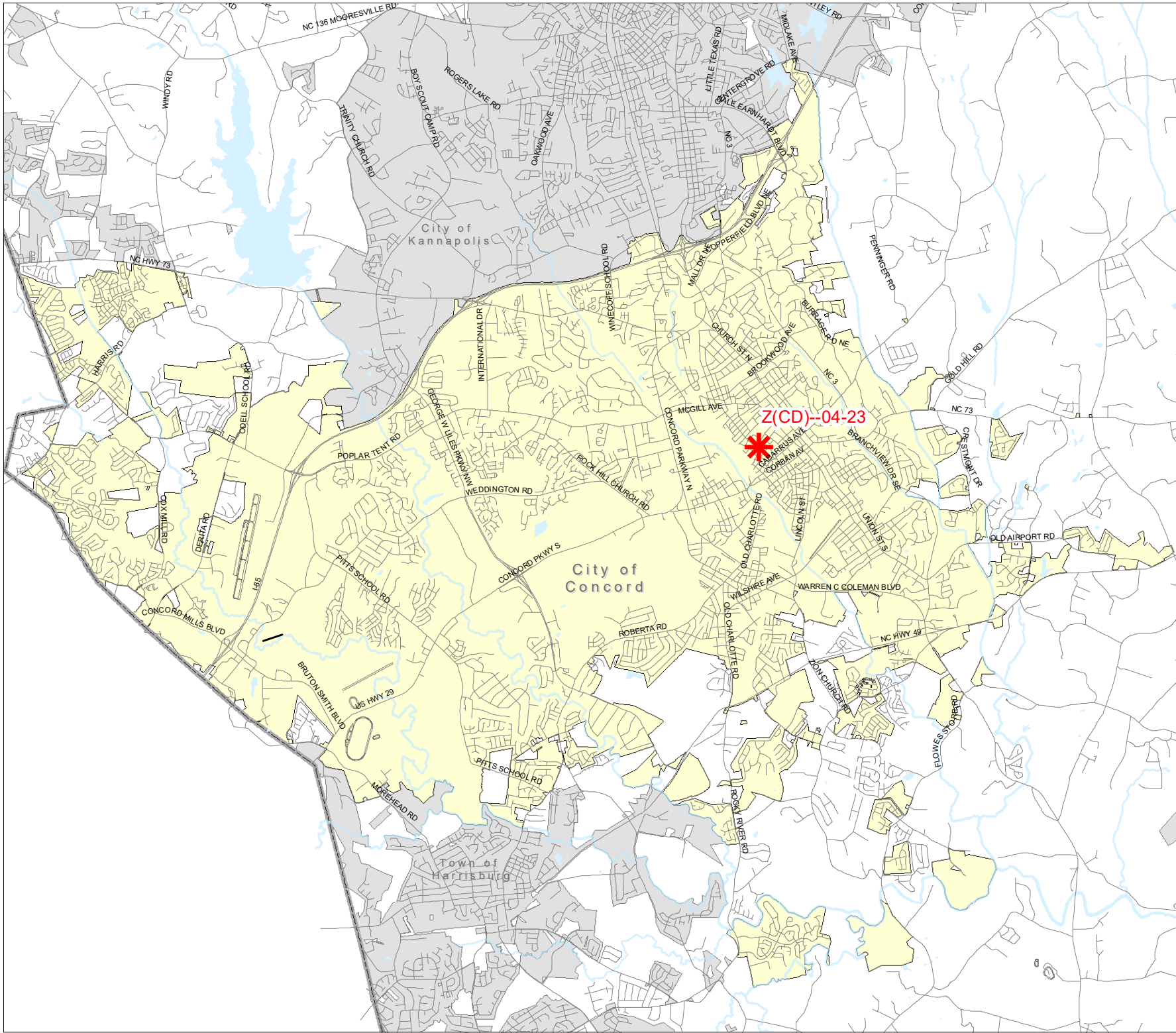
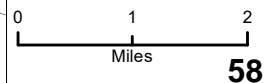
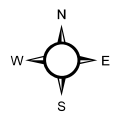
DRAWING NUMBER: 220402 EFF
DRAWN BY: RGN & JEA
PROJECT MGR: VLM
CHECKED BY: V. MOORE

SHEET
A=18
TOTAL # OF SHEETS:



Z(CD)-04-23

Rezoning application
RC (Residential
Compact)
to
PUD (Planned Unit
Development)

- Case Location
- Streets
- Lakes & Ponds
- Rivers
- Cabarrus Co.
- City of Concord
- Other Municipalities



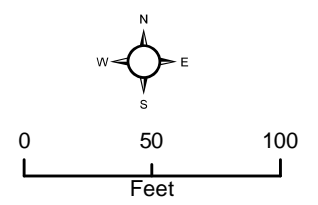
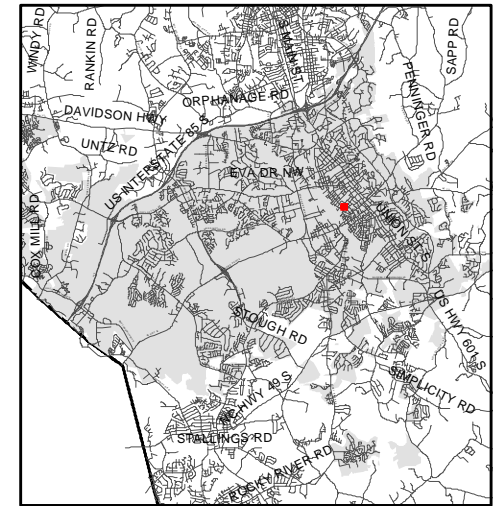


 Subject Property
 Parcels

**Z(CD)-04-23
AERIAL**

**Rezoning application
RC (Residential Compact)
to
PUD (Planned Unit
Development)**

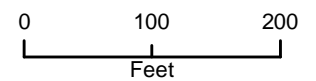
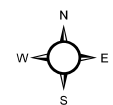
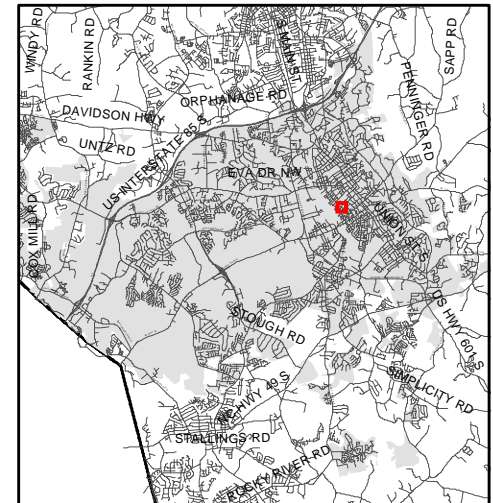
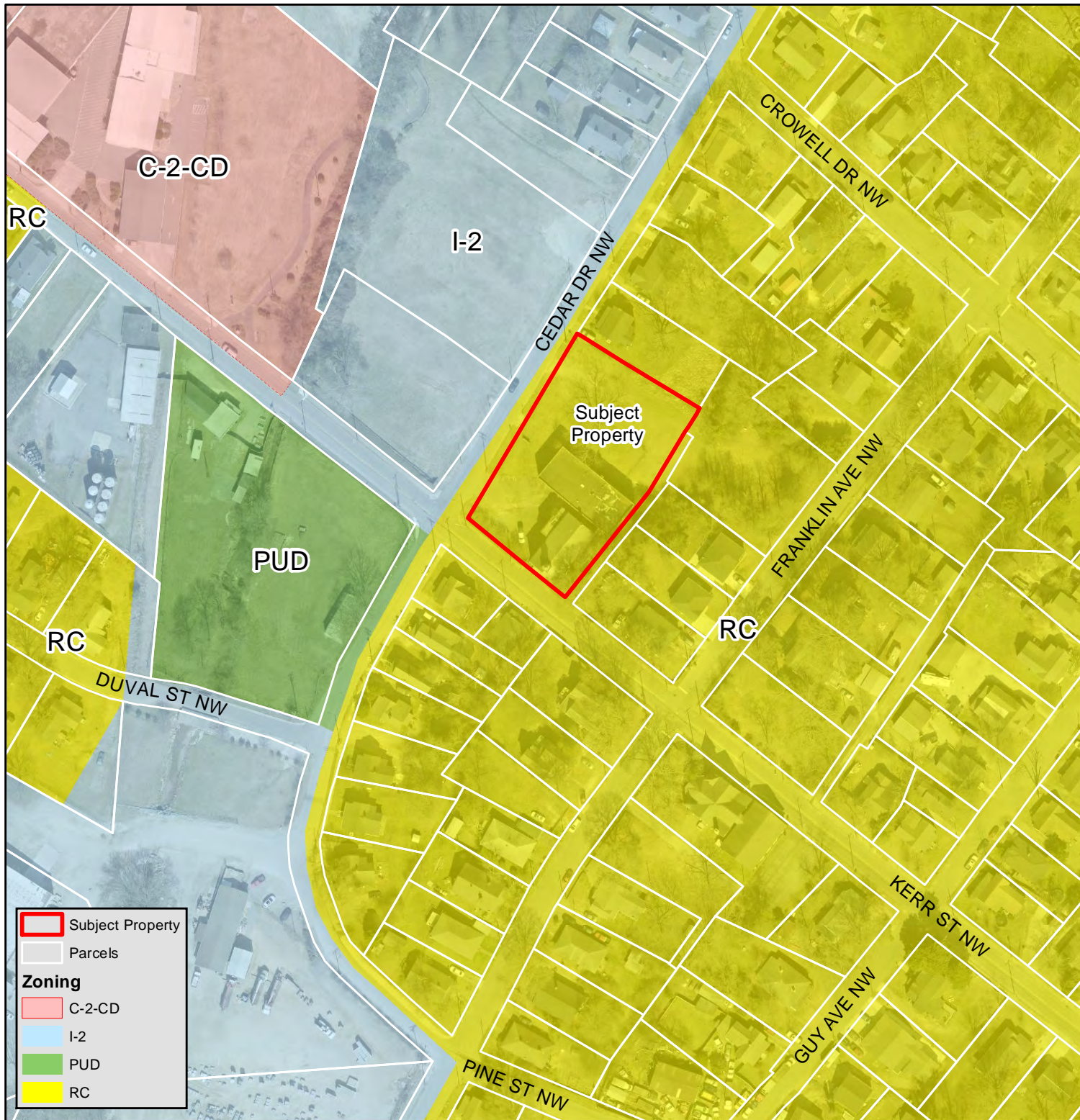
114 Kerr St NW
PIN: 5620-57-9483



**Z(CD)-04-23
ZONING**

**Rezoning application
RC (Residential Compact)
to
PUD (Planned Unit
Development)**

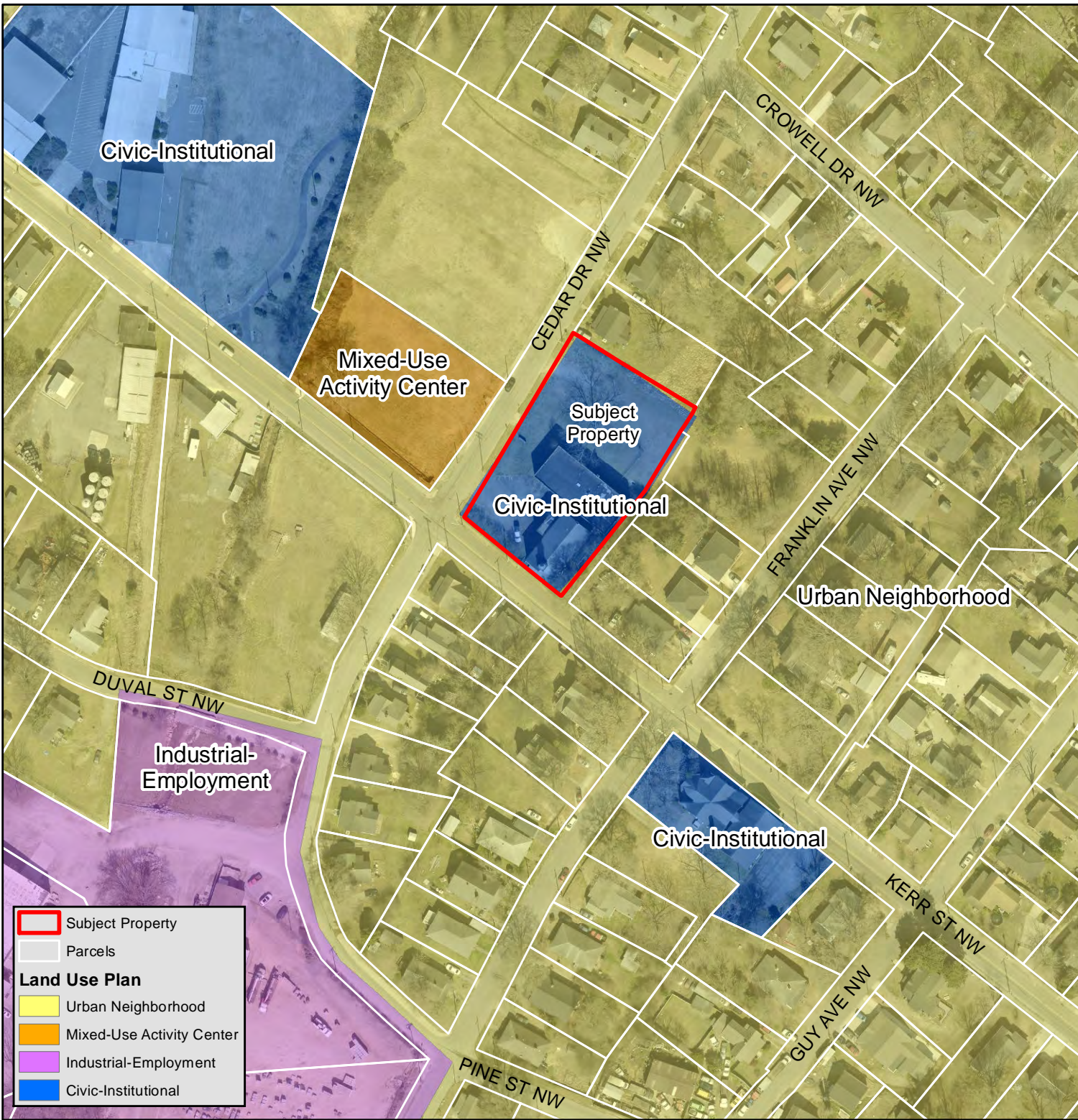
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PIN: 5620-57-9483



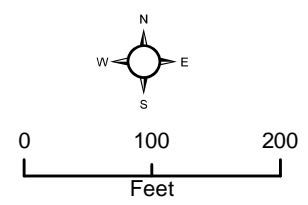
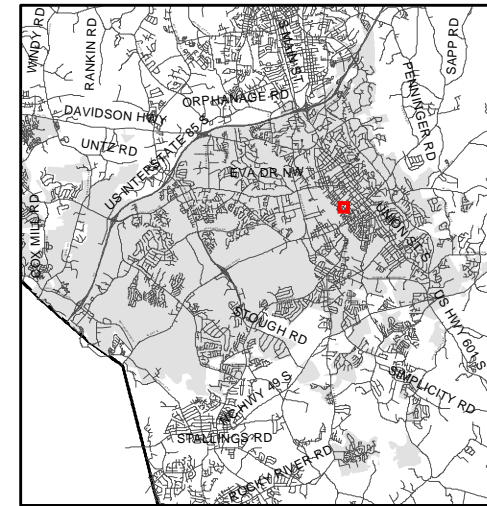
**Z(CD)-04-23
LAND USE PLAN**

**Rezoning application
RC (Residential Compact)
to
PUD (Planned Unit
Development)**

114 Kerr St NW
PIN: 5620-57-9483



	Subject Property
	Parcels
Land Use Plan	
	Urban Neighborhood
	Mixed-Use Activity Center
	Industrial-Employment
	Civic-Institutional



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

CASE #: Z(CD)-04-23
PIN#: 5620-57-9483

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF CONCORD, NORTH CAROLINA
FOR PROPERTY GENERALLY LOCATED AT 114 KERR ST NW/217 CEDAR DR NW, CONCORD, NC

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

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

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

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

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

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

SECTION 1. That the P&Z Commission held a duly advertised public hearing on June 20, 2023. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-605.

- The subject property is approximately 0.83 acres and consists of two two-story structures previously used as a church and education building.
- The two structures were constructed in 1942 and 1960 and contain a total of approximately 15,133 square feet.
- The proposed amendment is not consistent with the 2030 Land Use Plan as the PUD (Planned Unit Development) zoning classification is not considered to be compatible with the Civic/Institutional land use category. However, the existing structures have functioned in their current configuration for more than 60 years and the proposed uses are compatible with those existing in the surrounding neighborhood. The request provides a mix of residential, office, gallery and artists spaces and artisanal related specialty retail within a mixed-use setting.
- The zoning amendment is reasonable and in the public interest as the petition proposes the redevelopment of an underutilized structure into an integrated mixed-use development in close proximity to the Clearwater Arts Studios and recreational opportunity. Within the structures are mixed-income affordable and workforce loft apartments along with complimentary nonresidential uses.

The P&Z Commission then voted to recommend approval of the map amendment for PIN 5620-57-9483 from RC (Residential Compact) to PUD (Planned Unit Development), and designate the property UN (Urban Neighborhoods) in the 2030 Land Use Plan. Since the rezoning would result in a comprehensive plan amendment, it is forwarded to City Council for hearing with a recommendation from the Planning and Zoning Commission.

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

SUPPORTING APPROVAL

- The subject property is approximately 0.83 acres and consists of two two-story structures previously used as a church and education building.
- The two structures were constructed in 1942 and 1960 and contain a total of approximately 15,133 square feet.
- The proposed amendment is not consistent with the 2030 Land Use Plan as the PUD (Planned Unit Development) zoning classification is not considered to be compatible with the Civic/Institutional land use category. However, the existing structures have functioned in their current configuration for more than 60 years and the proposed uses are compatible with those existing in the surrounding neighborhood. The request provides a mix of residential, office, gallery and artists spaces and artisanal related specialty retail within a mixed-use setting.
- The zoning amendment is reasonable and in the public interest as the petition proposes the redevelopment of an underutilized structure into an integrated mixed-use development in close proximity to the Clearwater Arts Studios and recreational opportunity. Within the structures are mixed-income affordable and workforce loft apartments along with complimentary nonresidential uses.

SUPPORTING DENIAL

- The subject property is approximately 0.83 acres and consists of two two-story structures previously used as a church and education building.

- The two structures were constructed in 1942 and 1960 and contain a total of approximately 15,133 square feet.
- The proposed amendment is not consistent with the 2030 Land Use Plan as the PUD (Planned Unit Development) zoning classification is not considered to be compatible with the Civic/Institutional land use category. However, the existing structures have functioned in their current configuration for more than 60 years and the proposed uses are compatible with those existing in the surrounding neighborhood. The request provides a mix of residential, office, gallery and artists spaces and artisanal related specialty retail within a mixed-use setting.
- The zoning amendment is not reasonable and in the public interest as the petition does not propose the redevelopment of an underutilized structure into an integrated mixed-use development in close proximity to the Clearwater Arts Studios and recreational opportunity.

IF VOTE TO APPROVE

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

1. Compliance with the "Cedar and Kerr St. Development" site plan dated 5/3/23 and "Cedar and Kerr St. Development" Landscape Plan dated 5/3/23 ; and
2. Compliance with the architectural elevations as indicated on "Cedar and Kerr Mixed-Use", sheets A-3 and A-18, dated 5/4/2023; and
3. Uses shall be limited to 13 multifamily residential units, office space, incubator office area, gallery and artist studio space, artisanal related specialty retail and coffee shop/café; and
4. Dumpster enclosure materials should be adjusted to coordinate with the elevations for the building; and
5. Technical site review and approval plan shall be required; and
6. The project shall comply with all State and Federally mandated standards such as stormwater requirements, floodplain protection requirements, Building Code, minimum Fire Code requirements, North Carolina Department of Transportation (NCDOT) or City of Concord minimum safety standards; and
7. Site design elements not specifically identified as a deviation shall adhere to applicable City standards.

SECTION 3: That the Official Zoning Map is hereby amended by rezoning from City of Concord RC (Residential Compact) to City of Concord PUD (Planned Unit Development) the area described as follows and that the future land use designation of UN (Urban Neighborhoods) is applied in the 2030 Land Use Plan:

IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the rezoning from City of RC (Residential Compact) to City of Concord PUD (Planned Unit Development) the area described as follows and that the future land use designation of UN (Urban Neighborhoods) is not applied in the 2030 Land Use Plan:

LYING and BEING in Ward Number One of the City of Concord, Number Twelve Township of Cabarrus County, North Carolina in the Eastern corner of the intersection of Kerr Street, Northwest and Cedar Street Northwest and being more particularly described as follows:

BEGINNING at a #4 rebar (identified as N:607,369.81 ft; E: 1,525.858.08 ft; Elevation 623.25 ft; NAD83 (2011) NAVD88) in the Eastern most corner of the intersection of Kerr Street North West (a 40' public r/w) and Cedar Street North West (a 40' public r/w) and running thence with the southeastern margin of Cedar Street N 30-37-43 E 232.42 feet to a 1" iron rod marking a common corner of the subject property and the property of MJ Safrit (now or formerly) as shown on a deed recorded in Deed Book 488 at Page 757 of the Cabarrus County Public Registry; thence with the common dividing line of the subject property and Safrit (now or formerly) S 58-44-01 E 155.74 feet to a 1" iron; thence S 31-38-34 W 29.69 feet to a # 4 rebar; thence S 30-50-11 W 76.26 feet to a # 4 rebar; thence S 38-40-08 W 146.50 feet to a # 4 rebar found in the Northeasterly margin of Kerr Street; thence with the northeasterly margin of Kerr Street N 50-46-43 W 135.97 feet to the point and place of the Beginning containing .83 acres or 36,198 square feet more or less all shown by a survey drawn by James T. West, NCPLS dated April 12, 2022.

IF APPROVED

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

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

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

Adopted this 13th day of July, 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

IF DENIED

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

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

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

Adopted this 13th day of July, 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

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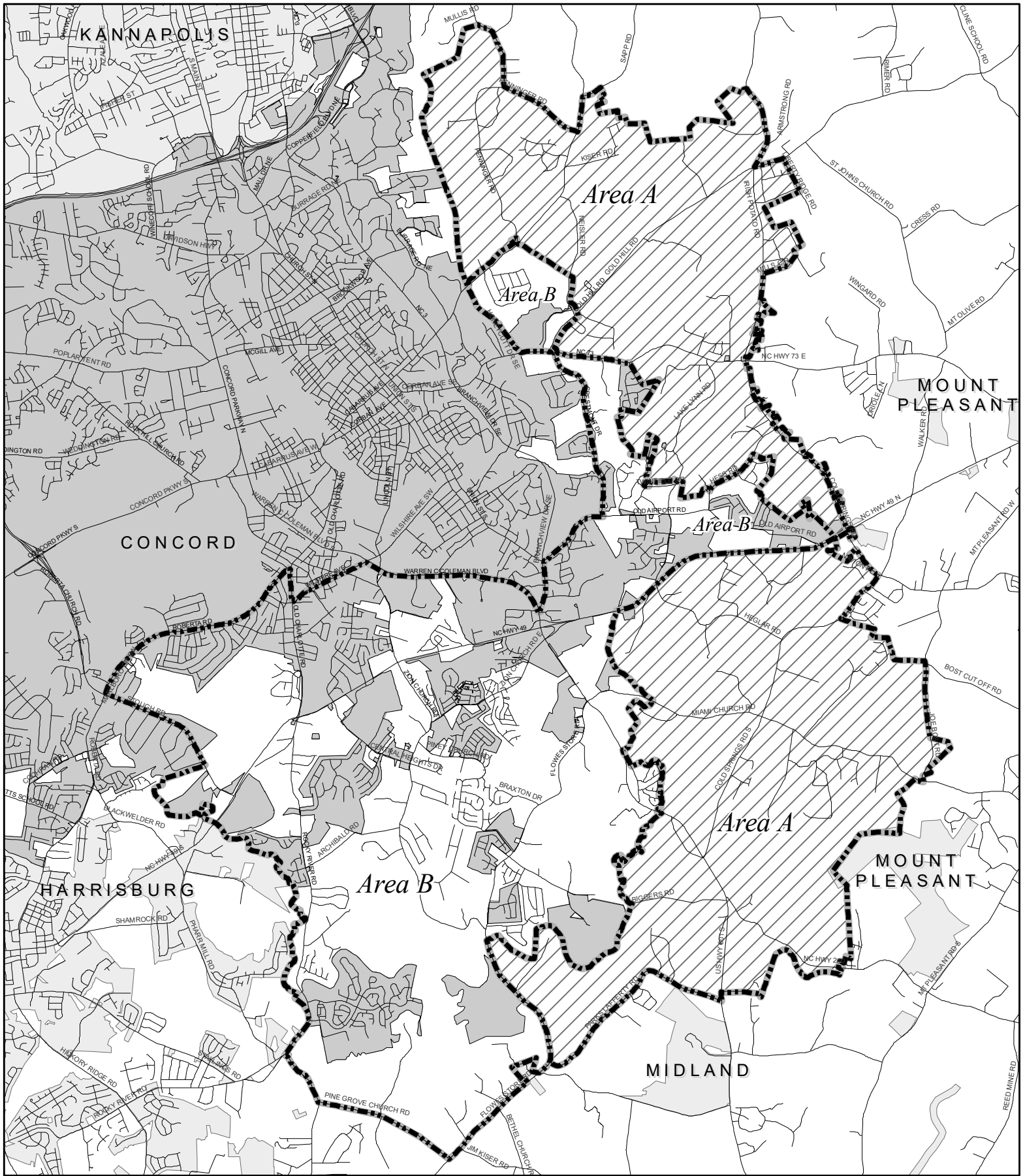





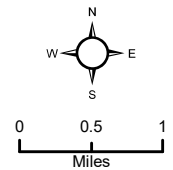


Exhibit C

**Central Area Plan
Areas A & B**

-  Area A
-  Area B
-  Streets
-  City of Concord
-  Other Municipalities



This INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN (“Interlocal Agreement”), is entered into effective June 29, 2008 by, between and among the CITY OF CONCORD (“Concord”), a North Carolina municipal corporation and CABARRUS COUNTY (“County”), a body politic and political subdivision of the State of North Carolina, THE WATER AND SEWER DISTRICT OF CABARRUS COUNTY, (“District”), a water and sewer district formed pursuant to N.C. Gen. Stat. Chapter 162A.

PREMISES

1. The City, the County and the District have been involved in lawsuits (the “Litigation”) that are more particularly identified as the cases of Craft Development, LLC, et v City of Concord, et al, 03 CVS 2400, and Morrison et al v City of Concord, 03 CVS 2462 (Cabarrus County Superior Court).
2. All of the claims in the Litigation have been settled, dismissed or otherwise resolved, with the exception of the claims by the City against the County and the District, and the claims of the County and the District against the City.
3. On or about December 6, 2004, The City and the County entered into a Memorandum of Understanding (the “2004 MOU”), in which the City and County set out a framework by which they hoped to resolve the remaining claims in the Litigation and to settle any remaining differences between them pertaining to such claims.
4. On January 21, 2006, the parties reached an agreement (the “Agreement”) to resolve all of the differences and disputes between them that were the subject of the Litigation.
5. This Agreement was attached to and incorporated into a Consent Judgement dated January 23, 2006 and signed by Superior Court Judge Clarence E. Horton, Jr.
6. The parties subsequently amended that Agreement by a document termed the “Amended Agreement,” which was attached to and incorporated into an “Amended Consent Judgment” dated October 30, 2007 and signed by Superior Court Judge W. Erwin Spainhour.
7. In the Amended Agreement, the parties agreed to modify the Agreement to divide Concord’s Utility Service Area into two subareas and set forth temporary rules in each subarea with regard to the provision of utilities to property in the Utility Service Area while they worked on a land use plan known as the “Central Area Plan” (also referred to as “CAP”). The CAP is presently in draft form and has not yet been approved by the parties.
8. This Amended Agreement contained an expiration date of June 30, 2008.
9. The parties entered into a new agreement regarding the Central Area Plan and for the provision of utilities in Concord’s Utility Service Area. This interlocal agreement was approved by both governing boards at a joint public meeting held on June 25, 2008.

10. This agreement was effective for a period of fifteen (15) years, with an expiration date of June 29, 2023.

In consideration of these Premises and the Terms below, and the provisions of N.C. Gen. Stat. § 160A-460 et. seq., which the parties acknowledge make this Interlocal Agreement binding and enforceable, the parties agree as follows.

TERMS

1. The parties agree to use their best efforts to jointly plan for growth in Concord's Utility Service Area, particularly in the geographic area included in the Central Area Plan and located outside of the Concord's planning and zoning jurisdiction. Such planning shall take into consideration the goals of fiscally responsible growth management, rural preservation, protection of the extension of water and sewer facility services with its resultant likely increase in development intensity in that Area. No wording in this paragraph shall be construed to mean that the County has acquired any additional powers to control, manage, or direct growth in those areas within the municipal boundaries of and the extraterritorial jurisdiction of Concord.

2. The parties agree to jointly adopt the same CAP for the Central Area outside of the planning and zoning jurisdictions of the Cities of Concord and Kannapolis but only within the Utility Service Area of Concord. Pursuant to the Amended Agreement, the parties have been working on the proposed CAP, which work is being developed and coordinated by LandDesign. The parties agree that the CAP will be diligently completed and then forthwith approved by each of the parties pursuant to the procedures provided in the respective ordinances of the parties. Specifically, the parties agree that each will submit the CAP for consideration to their respective planning and zoning boards no later than the regularly scheduled August, 2008 meeting for each such board (or at the next regularly scheduled meeting if the August meeting is not convened for lack of quorum) and that the CAP will be considered by their respective governing boards no later than the next day regularly scheduled meeting for each board after the respective planning and zoning boards refer to the CAP to their respective boards for consideration. The parties acknowledge that each must adopt the same CAP in order for this Interlocal Agreement to accomplish its purposes. The County agrees to assume primary responsibility for finalizing the CAP and initiating any zoning changes as a result in areas outside the extra-territorial zoning jurisdiction of the City. The draft CAP map is attached at Exhibit B.

3. The parties have agreed on two areas in the Utility Service Area referred to as Areas "A" and "B". The location of these areas is shown on a map attached as Exhibit A and incorporated by reference. The line dividing the two areas is referred to as the Utility Service Boundary ("USB"). For all those properties located in Area B the parties agree that Concord at its sole option may extend utility service to owners and developers of such properties. For all those properties located within Area A, Concord shall not extend water and sewer utilities except as required by an emergency, including but not limited to failing on-site waste water treatment systems or failing on-site water wells; or either to (i) properties located within Concord municipal limits or ETJ or (ii) to individual buildings or single service lots of record in existence as of June 30, 2008 and which are adjacent to wastewater or water lines as they may exist on June 30, 2008 or (iii) capital improvement projects to resolve maintenance or operational issues but not to extend service to new customers. Requests for service pursuant to any of these three exceptions must be approved in writing by the City Manager and the County Manager. Concord and the County do consent to the extension of utilities to development owned and operated by

the federal, state, county or municipal governments, or to regional utility lines such as a water pipeline from the Yadkin River basin to Concord.

For the purpose of this agreement only, Concord and the County agree to a boundary adjustment to Area A, which reflects the boundary of an amended annexation agreement executed between Concord and the Town of Midland. The amended boundary is attached as Exhibit C. The overall Central Area Plan Land Use Map as adopted, remains in place, and is not amended.

4. The parties each agree to rezone the affected properties in the CAP in their respective jurisdictions to that zoning classification that matches the land use and densities recommended in the revised CAP.

5. The parties agree to renew the agreement for a period of fifteen (15) years, terminating on June 29, 2038. Notwithstanding, the parties agree to review this Interlocal Agreement at least every five (5) years from the effective date in order to determine if the Interlocal Agreement continues to accomplish its purpose. The parties may amend this Interlocal Agreement at any time by a written instrument agreed to and executed by all the parties.

6. No provision of this Interlocal Agreement shall be construed to impair Concord's right to annex any property in its Utility Service Area, except to the extent that such an annexation by law would require Concord to provide water and/or sewer utility service to a property that would violate the terms of this Interlocal Agreement. In such cases, Concord may annex, but decline to provide utilities.

7. Contemporaneously, with the extension of this Interlocal Agreement, the parties agree to amend accordingly the Agreements and Amended Agreement which are incorporated respectively into the Consent Judgement of January 23, 2006 and the Amended Consent Judgement of October 30, 2007. Except as changed by this Interlocal agreement, the definitions contained in such documents shall retain their meanings.

8. The parties understand and acknowledge that a breach of this Interlocal Agreement would accord the non-breaching party an inadequate remedy at law and that injunctive relief and specific performance would be the only effective remedies. The parties agree that the non-breaching party may seek and obtain injunctive relief and specific performance to enforce the terms of this Interlocal Agreement. The prevailing party in any such litigation shall be entitled to recover its attorney fees and cost of litigation from the party which defaults or breaches the Interlocal Agreement.

9. Should Concord breach this Interlocal Agreement by extending water and sewer utility services to property located in Area A, other than the provision described in Paragraph 3 above, the County as an additional remedy may withhold issuing building permits for development of such property. Should the County breach this Interlocal Agreement, Concord is not required to extend water and sewer utilities to any development approved by the County in derogation of this Agreement, no is Concord required to continue to follow this Agreement.

10. This document and the corresponding Second Amended Consent Judgement containing the Second Amended Agreement collectively comprise the entire agreement between the parties with reference to the matters contemplated by such writings. No modification or amendment shall be valid and enforceable unless reduced to writing and signed by all the parties.

This INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN (“Interlocal Agreement”), is entered into effective June 29, 2008 by, between and among the CITY OF CONCORD (“Concord”), a North Carolina municipal corporation and CABARRUS COUNTY (“County”), a body politic and political subdivision of the State of North Carolina, THE WATER AND SEWER DISTRICT OF CABARRUS COUNTY, (“District”), a water and sewer district formed pursuant to N.C. Gen. Stat. Chapter 162A.

PREMISES

1. The City, the County and the District have been involved in lawsuits (the “Litigation”) that are more particularly identified as the cases of Craft Development, LLC, et v City of Concord, et al, 03 CVS 2400, and Morrison et al v City of Concord, 03 CVS 2462 (Cabarrus County Superior Court).
2. All of the claims in the Litigation have been settled, dismissed or otherwise resolved, with the exception of the claims by the City against the County and the District, and the claims of the County and the District against the City.
3. On or about December 6, 2004, The City and the County entered into a Memorandum of Understanding (the “2004 MOU”), in which the City and County set out a framework by which they hoped to resolve the remaining claims in the Litigation and to settle any remaining differences between them pertaining to such claims.
4. On January 21, 2006, the parties reached an agreement (the “Agreement”) to resolve all of the differences and disputes between them that were the subject of the Litigation.
5. This Agreement was attached to and incorporated into a Consent Judgement dated January 23, 2006 and signed by Superior Court Judge Clarence E. Horton, Jr.
6. The parties subsequently amended that Agreement by a document termed the “Amended Agreement,” which was attached to and incorporated into an “Amended Consent Judgment” dated October 30, 2007 and signed by Superior Court Judge W. Erwin Spainhour.
7. In the Amended Agreement, the parties agreed to modify the Agreement to divide Concord’s Utility Service Area into two subareas and set forth temporary rules in each subarea with regard to the provision of utilities to property in the Utility Service Area while they worked on a land use plan known as the “Central Area Plan” (also referred to as “CAP”). The CAP is presently in draft form and has not yet been approved by the parties.

8. This Amended Agreement contained an expiration date of June 30, 2008.

9. The parties ~~now desire to~~ entered into a new agreement regarding the Central Area Plan and for the provision of utilities in Concord's Utility Service Area. This interlocal agreement was approved by both governing boards at a joint public meeting held on June 25, 2008.

10. This agreement was effective for a period of fifteen (15) years, with an expiration date of June 29, 2023.

In consideration of these Premises and the Terms below, and the provisions of N.C. Gen. Stat. § 160A-460 *et. seq.*, which the parties acknowledge make this Interlocal Agreement binding and enforceable, the parties agree as follows.

TERMS

1. The parties agree to use their best efforts to jointly plan for growth in Concord's Utility Service Area, particularly in the geographic area included in the Central Area Plan and located outside of the Concord's planning and zoning jurisdiction. Such planning shall take into consideration the goals of fiscally responsible growth management, rural preservation, protection of the extension of water and sewer facility services with its resultant likely increase in development intensity in that Area. No wording in this paragraph shall be construed to mean that the County has acquired any additional powers to control, manage, or direct growth in those areas within the municipal boundaries of and the extraterritorial jurisdiction of Concord.

2. The parties agree to jointly adopt the same CAP for the Central Area outside of the planning and zoning jurisdictions of the Cities of Concord and Kannapolis but only within the Utility Service Area of Concord. Pursuant to the Amended Agreement, the parties have been working on the proposed CAP, which work is being developed and coordinated by LandDesign. The parties agree that the CAP will be diligently completed and then forthwith approved by each of the parties pursuant to the procedures provided in the respective ordinances of the parties. Specifically, the parties agree that each will submit the CAP for consideration to their respective planning and zoning boards no later than the regularly scheduled August, 2008 meeting for each such board (or at the next regularly scheduled meeting if the August meeting is not convened for lack of quorum) and that the CAP will be considered by their respective governing boards no later than the next day regularly scheduled meeting for each board after the respective planning and zoning boards refer to the CAP to their respective boards for consideration. The parties acknowledge that each must adopt the same CAP in order for this Interlocal Agreement to accomplish its purposes. The County agrees to assume primary responsibility for finalizing the CAP and initiating any zoning changes as a result in areas outside the extra-territorial zoning jurisdiction of the City. The draft CAP map is attached at Exhibit B.

3. The parties have agreed on two areas in the Utility Service Area referred to as Areas "A" and "B". The location of these areas is shown on a map attached as Exhibit A and incorporated by reference. The line dividing the two areas is referred to as the Utility Service

Boundary (“USB”). For all those properties located in Area B the parties agree that Concord at its sole option may extend utility service to owners and developers of such properties. For all those properties located within Area A, Concord shall not extend water and sewer utilities except as required by an emergency, including but not limited to failing on-site waste water treatment systems or failing on-site water wells; or either to (i) properties located within Concord municipal limits or ETJ or (ii) to individual buildings or single service lots of record in existence as of June 30, 2008 and which are adjacent to wastewater or water lines as they may exist on June 30, 2008 or (iii) capital improvement projects to resolve maintenance or operational issues but not to extend service to new customers. Requests for service pursuant to any of these three exceptions must be approved in writing by the City Manager and the County Manager. ~~—~~Concord and the County do consent to the extension of utilities to development owned and operated by the federal, state, county or municipal governments, ~~or to “employment centers” as shown on the CAP now or through amendment approved by both Concord and the County,~~ or to regional utility lines such as a water pipeline from the Yadkin River basin to Concord. ~~—~~ Requests for service pursuant to this Section 3 in Area A made pursuant to one of the exceptions listed must be jointly approved by the City and County Manager.

For the purpose of this agreement only, Concord and the County agree to a boundary adjustment to Area A, which reflects the boundary of an amended annexation agreement executed between Concord and the Town of Midland. The amended boundary is attached as Exhibit C. The overall Central Area Plan Land Use Map as adopted, remains in place, and is not amended.

4. The parties each agree to rezone the affected properties in the CAP in their respective jurisdictions to that zoning classification that matches the land use and densities recommended in the revised CAP.

5. ~~This Interlocal Agreement shall commence on the effective date stated above and continue.~~ The parties agree to renew the agreement for a period of fifteen (15) years, terminating on June 29, ~~2023~~2038. Notwithstanding, the parties agree to review this Interlocal Agreement at least every five (5) years from the effective date in order to determine if the Interlocal Agreement continues to accomplish its purpose. The parties may amend this Interlocal Agreement at any time by a written instrument agreed to and executed by all the parties.

6. No provision of this Interlocal Agreement shall be construed to impair Concord’s right to annex any property in its Utility Service Area, except to the extent that such an annexation by law would require Concord to provide water and/or sewer utility service to a property that would violate the terms of this Interlocal Agreement. In such cases, Concord may annex, but decline to provide utilities.

7. Contemporaneously, with the extension of this Interlocal Agreement, the parties agree to amend accordingly the Agreements and Amended Agreement which are incorporated respectively into the Consent Judgement of January 23, 2006 and the Amended Consent

Judgement of October 30, 2007. Except as changed by this Interlocal agreement, the definitions contained in such documents shall retain their meanings.

8. The parties understand and acknowledge that a breach of this Interlocal Agreement would accord the non-breaching party an inadequate remedy at law and that injunctive relief and specific performance would be the only effective remedies. The parties agree that the non-breaching party may seek and obtain injunctive relief and specific performance to enforce the terms of this Interlocal Agreement. The prevailing party in any such litigation shall be entitled to recover its attorney fees and cost of litigation from the party which defaults or breaches the Interlocal Agreement.

9. Should Concord breach this Interlocal Agreement by extending water and sewer utility services to property located in Area A, other than the provision described in Paragraph 3 above, the County as an additional remedy may withhold issuing building permits for development of such property. Should the County breach this Interlocal Agreement, Concord is not required to extend water and sewer utilities to any development approved by the County in derogation of this Agreement, no is Concord required to continue to follow this Agreement.

10. This document and the corresponding Second Amended Consent Judgement containing the Second Amended Agreement collectively comprise the entire agreement between the parties with reference to the matters contemplated by such writings. No modification or amendment shall be valid and enforceable unless reduced to writing and signed by all the parties-

PURPOSE

The purpose of the Downtown Façade Improvement Grant Program is to encourage property owners or business tenants to improve their properties and to provide ways to activate the cityscape. The program helps to increase the vibrancy of Downtown Concord and the City's identity by highlighting the uniqueness of the community's core. It also supports small business development, artistry, and creative placemaking.

Grant recipients may use funds for specified exterior building improvements including, but not limited to, lighting, signage, or awnings. Businesses must adhere to certain design guidelines and meet all program requirements detailed below to be eligible.

PROGRAM DETAILS

Grant applications will be accepted and reviewed on a " first-come, first-served "basis. Grants are only available to for-profit businesses and property owners within the Municipal Service District (MSD).

Grant amounts are up to \$5,000 within the MSD. Projects within the High Impact Area that align with current streetscape improvements construction are eligible for up to \$10,000 in grant money. Grant funding requires a 50% private match. Payments will not exceed \$5,000 (\$10,000 in High Impact Area) or 50% of the exterior rehabilitation costs, whichever is less.

In multi-tenant buildings, the tenants may apply for individual façade projects provided the owner consents to the improvements. Buildings that front more than one street are eligible for grants on each street. Applications will be reviewed for adherence to Center City Design Standards and the Secretary of the Interior Standards for Redevelopment (if applicable). All applications will be reviewed by a staff committee appointed by the Planning Director.

Qualified projects completed since May 1, 2022, which have not previously applied for that specific façade improvement grant, may submit for funds retroactively for that specific façade improvement within the program guidelines.

Qualified improvements for façades include:

- Removal of false fronts (such as aluminum panels)
- Repair or replacement of windows, doors, and cornices
- Repair or replacement of facade materials
- Creation of outdoor patios or decks
- New permanent signage and new awnings (signage cannot be painted on the windows)
- Exterior painting (new associated with a planned/funded rehabilitation effort)
- Design and construction costs

Eligibility Criteria:

- Property must be located within the MSD Building must be a for-profit business or mixed-use development
- If the applicant is a tenant, they must have written approval from the property owner supporting the improvements to be made and agree to the terms and conditions of the grant award
- Building must be a pre-existing structure that cannot be less than ten (10) years old at the time of the application submittal
- Building must have an active ground floor area and be accessible to the primary street Project must adhere to City zoning requirements
- Building must have street frontage
- Applicant must have all required permits
- Façade must adhere to predetermined guidelines:
 - Secretary of the Interior Standards for Redevelopment (if applicable).
 - City of Concord Center City Design Standards
- Improvements made must remain with the property for a minimum of four (4) years following the disbursement of grant funds.
- If the funded improvements are removed from the property or damaged and not repaired within the four-year occupancy period, funds shall be repaid to the City. A monthly repayment plan may be utilized in ten (10) percent increments of the original grant reward.

Disqualifying Factors:

- Properties shall not qualify for a grant if located outside the MSD, the building is newer than ten (10) years old, or if construction of the project starts before submittal or approval of application
- Design guidelines and standards are not adhered to in proposed projects or constructed project did not adhere to approved plans
- Applicant stops responding to City staff for inquiry on project. Grant process will be suspended until communications resume.

Application Details:

- The applicant must obtain all appropriate permits
- Applicant must fully complete a grant application, including submitting the required documents before staff will review application
- The City of Concord Planning and Neighborhood Development Department will review all applicants and determined eligibility
- Applicant has twelve (12) months to complete construction from the date of staff approval and notification

Approval Criteria:

- Project Design
 - Project is well-planned and ready for implementation
 - Cost is realistic and clearly described
 - Application includes clear plans and a professional rendering, upon staff request
- Project Impact, Need, Visibility

- Project is within the MSD
- Project provides a response to a recognized need or opportunity
- Project provides substantial and lasting benefit
- Historic Preservation
 - Project meets Secretary of the Interior Standards for Redevelopment
- Innovation and Beautification
 - Project is distinctive and attractive and complements the character of Downtown

Grant Payments:

The City of Concord will only make a grant payment upon the completion of the project can make one payment at the completion of the improvement or if the applicant desires up to three partial payments can be made as the work progresses. Applicants must provide the following for a full or partial grant payment from the City:

- Itemized receipts for project cost
- Satisfactory proof that the project is completed according to plans submitted at the time of grant application
- Form W-9 completed in full

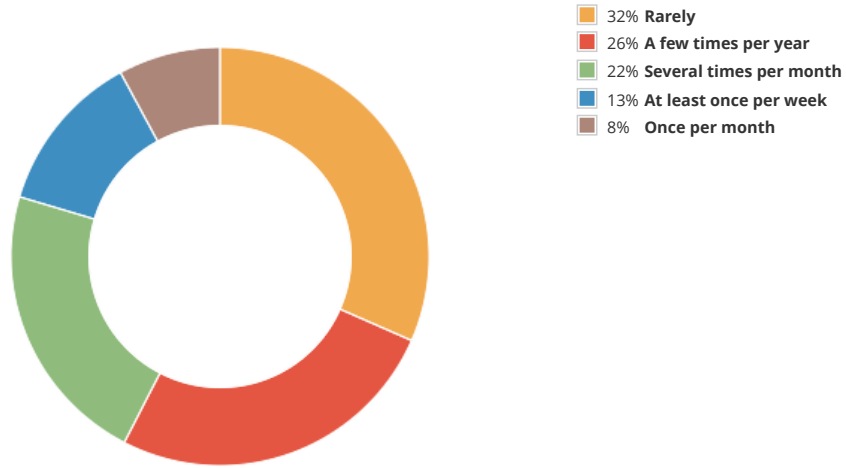
If the project is completed below cost, the City will not pay more than 50% of the total project cost.

W.W. Flowe Park Master Plan

Project Engagement

VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
1,464	316	4,932	167

How often have do you or members of your household visit W.W. Flowe Park



304 respondents

If you and/or others in your household visit W.W. Flowe Park, which of the current park features or amenities did you use? (select all that apply)

55%	Walking Trails	138 ✓
38%	Playground	95 ✓
25%	Baseball Fields	62 ✓
20%	Other	50 ✓
16%	Multi-Use Field	41 ✓
15%	Shelters	38 ✓
5%	Volleyball	13 ✓

249 Respondents

We need to develop a cricket field at HH Flowe park. There are so many cricket enthusiasts in the area and this is a definite community need. It will elevate the park and get great usage!!

9 months ago

Dog park splash pad

9 months ago

Basketball court, splash pad, picnic area

9 months ago

We love the nature trail into the woods. Maybe create a loop with it instead of one way in and out.

9 months ago

Pickleball and disc golf please.

9 months ago

Pickleball and disc golf please.

9 months ago

Would love to see a multi-use field to give all children and adults alike to experience a wide variety of sports. A field that can be used for more than one sport is what will be beneficial to the community as well as a valuable concrete monet decision for the city.

9 months ago

Dog park would be awesome

9 months ago

Would love to see a fenced in dog park

9 months ago

Playground with some shading at the top would be nice

9 months ago

There hasn't been anything there for us to do with our young child there, and we always used to say it would be so nice to have a great playground like Frank Liske since we lived close to it

9 months ago

Update baseball/softball fields with more sports fields

9 months ago

Getting a new cricket ground will help many youngsters from concord to presue there career to represent USA national team as its an beautiful and gentlemen game and getting more exposure past few years in USA. Thanks

9 months ago

This is the perfect opportunity to install a proper-sized cricket field in Cabarrus county. Cricket is a growing sport and there is a tremendous need for additional fields in the Concord and NE Charlotte region. It would receive a ton of usage and would help to grow the game in general. Please take advantage of this golden opportunity! The city of Concord really needs this.

9 months ago

Dog Park would be awesome. Shaded playgrounds. Nice walking trail.

9 months ago

This would be a great Idea for the young kids that play sports.

9 months ago

they took the playground equipment up a year ago and never replaced it bc it was painted with graffiti... don't need hiking trails because people don't know how to stay on them.. dogs get loose and come on my property all the time..

9 months ago

Waste of money, pay your employees better.

9 months ago

I would LOVE to the sidewalk continuing from Park View Estates to a crosswalk to the park. Students who walk to school (through the park) have to walk on the road. Also the community walks there often as well. Even better I would love to see the sidewalk start at Kiser Woods. Tons of teenagers could then use the park as well as parents walking with kids in strollers.

9 months ago

Please add basketball courts and frisbee golf

9 months ago

Parking Lot

9 months ago

disc golf

9 months ago

Disc golf

9 months ago

Walking trails

9 months ago

Children's splash pad, tennis courts, basketball courts

9 months ago

Basketball Court

9 months ago

A dog park would be nice. Also more shaded areas while walking . A splash pad would be amazing!

9 months ago

Plenty of high benches for people who like to walk but need to sit. Providing lots of benches throughout the park that are higher will allow more people to venture out and enjoy this beautiful Park.

9 months ago

Nothing

9 months ago

Tennis

9 months ago

tennis

9 months ago

Tennis

9 months ago

Tennis courts

9 months ago

Cricket field

9 months ago

Cricket field

9 months ago

Cricket

9 months ago

Cricket field

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket Field

9 months ago

Cricket ground

9 months ago

Cricket Field

9 months ago

Cricket field

9 months ago

Cricket

9 months ago

Cricket field

9 months ago

Cricket

9 months ago

Parking lot when empty to practice motorcycle slow speed maneuvers .

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Basketball

9 months ago

Cricket ground

9 months ago

Cricket

9 months ago

A cricket field would be very useful! Lot of cricket players in Concord travel to other cities to play.

9 months ago

Cricket field

9 months ago

Cricket Field

9 months ago

Would the city consider adding a jump rope court? A covered space with a shock absorbent/ impact friendly surface for outdoor jump rope groups? I am the captain of an adult jump rope club in Concord and we have been struggling to find an outdoor surface friendly space to jump rope. I live in the Parkview Estates community. How convenient and wonderful it would be to have a park with a dedicated jump rope space. The space could also be used for other forms exercise - aerobics, zumba etc.

9 months ago

Pool

9 months ago

Water play

9 months ago

Empty field

9 months ago

Track

9 months ago

A good nature trail for walking/jogging. A covered playground for children. Backyard/family sports equipment such as Frisbee Golf course, etc.

9 months ago

Soccer field

9 months ago

Wish they had pickle ball courts

9 months ago

Walk Dogs

9 months ago

Tennis Courts or Disc Golf Course

9 months ago

If you or other in your household do not currently or rarely visit W.W. Flowe Park, what reasons do you not visit? (select all the apply)

65%	There is a lack of recreation amenities at the park that I or others in my household would utilize	107 ✓
21%	I didn't know it was there	34 ✓
15%	Other	25 ✓
10%	The park is too far away from my residence	17 ✓
2%	The park is too far away from where I work	4 ✓
2%	Lack of Transportation to this park	3 ✓

165 Respondents

Kid-friendly activities similar to village park In Kannapolis would be great. Also, I would like to see more senior-friendly walking and biking trails.

9 months ago

they took out the playground, no activities for kids

9 months ago

A skate park, lots of kids don't participate in the standard sports- baseball, basketball, etc. give them a small, well-designed park and they'll use it.

9 months ago

Pickleball and disc golf please.

9 months ago

Poll Questions 'Other' Responses:

NoPlayground for kids

9 months ago

Cricket Field

9 months ago

There is no cricket field

9 months ago

Cricket

9 months ago

Lack of playground (cricket)

9 months ago

I did not realize there was more than a playground and baseball fields

9 months ago

I did not realize it had more than a playground and baseball fields

9 months ago

I did. It realize it had more than a playground and baseball fields

9 months ago

nothing for us to do there

9 months ago

A dog park would bring more people to the park and make it feel safer plus there is not currently a dog park in the vicinity. I drive by the park several times a day at different times of the day and have noticed the parking lot (except on ballgame days) is usually empty except for a few random cars that often have somebody just sitting in them for whatever reason (and sometimes for long periods of time) rather than using the park for recreation.

9 months ago

Need more opportunities to play travel baseball there.

9 months ago

I am not aware of what is there aside from baseball fields.

9 months ago

Choose to drive farther for parks with better facilities

9 months ago

limited walking trail

9 months ago

No playground

9 months ago

Did not know it was there.

9 months ago

Although there's a playground, children under 3 can't do much, which makes us go to Harrisburg park which is usually overpacked

9 months ago

Playground not age appropriate

9 months ago

Playground not age appropriate

9 months ago

No dog park

9 months ago

What park, recreation or leisure activities do you or others in your household enjoy doing? (select all that apply)

45%	Water Play	106 ✓
41%	Engagement with Nature/The Environment	97 ✓
41%	Hiking/Running	96 ✓
40%	Dog Park	93 ✓
37%	Picnics	87 ✓
34%	Outdoor Yard Games	79 ✓
29%	Shelters	69 ✓
24%	Outdoor Fitness	57 ✓
23%	Disc Golf	54 ✓
22%	Fishing	52 ✓
22%	Community Gatherings	51 ✓
19%	Basketball	44 ✓
18%	Baseball	43 ✓
18%	Pickleball	43 ✓
18%	Soccer	42 ✓
16%	Cycling	38 ✓
13%	Tennis	31 ✓
13%	Other	30 ✓
11%	Softball	26 ✓
8%	Football	19 ✓
8%	Volleyball	19 ✓

8%	Badminton	19 ✓
7%	Football	17 ✓

234 Respondents

Disc golf is a quickly expanding sport. Always on the lookout for new local courses

9 months ago

Disc golf would be an awesome addition. Not enough courses in Cabarrus County considering our population. Way behind other NC counties

9 months ago

I live in Concord and started a pickleball Meetup group on February 17th of this year, but already have over 800 MEMBERS!!! Our very first Meetup was at Frank Liske Park, but now we meet all over the Charlotte region. We would make great use out of the dedicated pickleball courts!
<https://www.meetup.com/pickleball/>

9 months ago

We would love a gated dog park, we drive to the Weddington rd one and live about 5 min from Flowe.

9 months ago

A pickle ball court would be outstanding.

9 months ago

Disk golf

9 months ago

Playing cricket

9 months ago

Playground

9 months ago

Pickleball and disc golf please.

9 months ago

Cricket field

9 months ago

Cricket feild

9 months ago

Cricket

9 months ago

Cricket Field

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket field

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Cricket

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket

9 months ago

par 3 golf course

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket Field

9 months ago

Cricket

9 months ago

Play crickey

9 months ago

Play cricket

9 months ago

A cricket field

9 months ago

Walking trails

9 months ago

Playground

9 months ago

Playground that's inclusive for younger kids between 2 and 6 years old

9 months ago

Playground

9 months ago

Playground for toddlers

9 months ago

Playground

9 months ago

What Park features/amenities would you or members of your household like to see improved or added to W.W. Flowe Park (select all that apply)

48%	Hiking or Walking Trails	98 ✓
40%	Water Play	81 ✓
40%	Adventure, Themed or Nature based Playground Equipment	81 ✓
39%	Dog Park	80 ✓
31%	Traditional Playground Equipment	63 ✓
26%	Areas for picnics	53 ✓
25%	More seating, benches	51 ✓
23%	Disc Golf	48 ✓
22%	Nature Observation Areas/Outdoor Classrooms	46 ✓
22%	Outdoor Yard Games	45 ✓
22%	Multi-Purpose Sports Field (Soccer, Lacrosse, Football, etc.)	45 ✓
21%	More Shelters	43 ✓
20%	Biking Trails	42 ✓
20%	Flexible Open Space/Event Space	41 ✓
20%	Community Gardens	40 ✓
17%	Baseball Field Improvements	34 ✓
16%	Pickleball Courts	33 ✓
16%	Basketball Courts	32 ✓
16%	Outdoor Fitness	32 ✓
10%	Other	21 ✓
9%	Tennis Courts	19 ✓

4%	Badminton	8 ✓
3%	Volleyball Courts	6 ✓

205 Respondents

A splash pad at this park would be amazing! Concord needs one on this side of town. We go to the Harrisburg one instead

9 months ago

I was just on Spectrum News talking about how we need more dedicated pickleball courts, so this is great news!

9 months ago

Playground for toddlers

9 months ago

Pickleball and disc golf please.

9 months ago

Poll Questions 'Other' Responses:

Cricket Field

9 months ago

Cricket Field

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket field

9 months ago

Cricket

9 months ago

Cricket field

9 months ago

Cricket ground

9 months ago

Cricket field

9 months ago

Cricket

9 months ago

Cricket

9 months ago

Cricket Field

9 months ago

Cricket field

9 months ago

Cricket Field

9 months ago

Cricket Field

9 months ago

Skateboard skateboard skateboard

9 months ago

Splash pad like in Kannapolis

9 months ago

Something unique to draw people to park

9 months ago

playground for toddler access- under 3

9 months ago

Which of the following park activities would be a top 5 choice for you or members of your household? (First Choice being your MOST preferred, Fifth Choice being least preferred out of five)

	First Choice	Second Choice	Third Choice	Fourth Choice	Fifth Choice
Baseball	19% First Choice	12% Second Choice	10% Third Choice	6% Fourth Choice	53% Fifth Choice
Community/Family Gatherings	18% First Choice	21% Second Choice	17% Third Choice	25% Fourth Choice	19% Fifth Choice
Outdoor Yard Games	11% First Choice	17% Second Choice	33% Third Choice	19% Fourth Choice	19% Fifth Choice
Cycling	11% First Choice	13% Second Choice	20% Third Choice	25% Fourth Choice	32% Fifth Choice
Walking/Hiking/Jogging	38% First Choice	26% Second Choice	17% Third Choice	9% Fourth Choice	10% Fifth Choice
Dog Park	23% First Choice	29% Second Choice	14% Third Choice	8% Fourth Choice	26% Fifth Choice
Disc Golf	16% First Choice	15% Second Choice	9% Third Choice	10% Fourth Choice	50% Fifth Choice
Engaging with Nature/the Environment	23% First Choice	16% Second Choice	26% Third Choice	17% Fourth Choice	17% Fifth Choice
Pickleball	20% First Choice	6% Second Choice	15% Third Choice	16% Fourth Choice	43% Fifth Choice
Basketball	15% First Choice	18% Second Choice	13% Third Choice	10% Fourth Choice	44% Fifth Choice
Soccer	8% First Choice	17% Second Choice	15% Third Choice	15% Fourth Choice	45% Fifth Choice
Football	7% First Choice	15% Second Choice	19% Third Choice	11% Fourth Choice	48% Fifth Choice
Shelters	23% First Choice	25% Second Choice	16% Third Choice	13% Fourth Choice	24% Fifth Choice

	First Choice	Second Choice	Third Choice	Fourth Choice	Fifth Choice
Outdoor Fitness	20% First Choice	14% Second Choice	18% Third Choice	20% Fourth Choice	28% Fifth Choice
Tennis	21% First Choice	15% Second Choice	15% Third Choice	11% Fourth Choice	39% Fifth Choice
Volleyball	9% First Choice	22% Second Choice	15% Third Choice	17% Fourth Choice	37% Fifth Choice
Water Play	42% First Choice	14% Second Choice	14% Third Choice	14% Fourth Choice	15% Fifth Choice
Lacrosse and/or other multi-use field sports	10% First Choice	12% Second Choice	12% Third Choice	17% Fourth Choice	50% Fifth Choice
Badminton	4% First Choice	6% Second Choice	23% Third Choice	4% Fourth Choice	63% Fifth Choice
Fishing	12% First Choice	22% Second Choice	17% Third Choice	12% Fourth Choice	36% Fifth Choice
Other	50% First Choice	4% Second Choice	6% Third Choice	6% Fourth Choice	35% Fifth Choice

155 respondents

We live across from park and would love to have more walking trails friendly for pets and strollers! Also we need more water features for kids in the concord area. Also using the shade covering for playground equipment. They get very hot in the warmer months

9 months ago

Splash pad/playground would be amazing

9 months ago

Having a good play structure or water play would be incredible!

9 months ago

Our parks have enough spaces for soccer, tennis, volleyball, and baseball already. We need more basketball courts! Please

9 months ago

Play equipment!!

9 months ago

Would love basketball courts, pickleball, soccer, splash area.

9 months ago

Pickleball and disc golf please.

9 months ago

Pickleball and disc golf please.

9 months ago

I think water play would be great for the children! Maybe even new tennis courts to encourage high school athletic tournaments on this side of the county. Multi use fields that can be used more than just cricket in my opinion would be where the tax dollars should be spent.

9 months ago

Cricket field

9 months ago

Cricket field would be my first choice

9 months ago

Uday Bahunutula

9 months ago

Playground equipment has been sorely missed at this park

9 months ago

Thank you for reaching out to the community for input.

9 months ago

Other being better playground

9 months ago

I live right behind the park and already have trouble with hikers/ trail walkers going on my property.. what are you going to do to insure my family and pets safety?

9 months ago

I thought that when the land was originally donated there was supposed to be natural walking trails. What happened?

9 months ago

WW Flowe Master Plan Survey Phase II

Project Engagement

VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
679	230	3,965	233

* Please select your playground preference

60%	Adventure-style, Themed, or Nature Based Playground Equipment Ages 2-5 and 5-12 separate units	133 ✓
16%	No preference	36 ✓
12%	Adventure-style, Themed, or Nature Based Playground Equipment Ages 2-12 one unit	26 ✓
9%	Traditional (swings, slides, etc) Ages 2-5 and 5-12 separate units	20 ✓
4%	Traditional (swings, slides, etc) Ages 2-12 one unit	8 ✓

223 Respondents

* Please rank the importance of the following potential new outdoor amenities

63%	Water Play/Splashpad	Rank: 2.34	135 ✓
85%	Walking/Running Trails	Rank: 2.36	180 ✓
56%	Dog Park	Rank: 2.65	120 ✓
38%	Pickleball Courts	Rank: 2.70	80 ✓
27%	Disc Golf	Rank: 2.79	57 ✓
54%	Multipurpose Turf Athletic Field	Rank: 3.17	116 ✓
60%	Shelters	Rank: 3.34	128 ✓
9%	Small Cricket Pitch	Rank: 3.37	19 ✓
30%	Tennis Courts	Rank: 3.67	63 ✓

213 Respondents

*** Please rank the importance of the existing outdoor amenities**

85%	Walking Trails	Rank: 1.95	178 ✓
77%	Playground	Rank: 2.43	160 ✓
52%	Baseball/Softball Fields	Rank: 2.99	108 ✓
67%	Shelter with Grill	Rank: 3.18	139 ✓
65%	Multipurpose Field	Rank: 3.33	136 ✓
34%	Batting Cages	Rank: 3.65	72 ✓
32%	Sand Volleyball Courts	Rank: 3.88	66 ✓
21%	Horseshoe Area	Rank: 4.98	44 ✓

209 Respondents

*** Please rank the surface for walking trails and greenways**

100%	Asphalt	Rank: 2.26	194 ✓
100%	Natural Surface	Rank: 2.35	194 ✓
100%	Crushed Granite (fine)	Rank: 2.48	194 ✓
100%	Concrete	Rank: 2.92	194 ✓

194 Respondents

*** Please rank top 5 playground feature amenities in order of importance to you**

99%	Shade Canopy	Rank: 2.43	190 ✓
99%	Climbing Structures	Rank: 2.49	190 ✓
100%	Swings	Rank: 2.92	191 ✓
99%	Slides	Rank: 3.31	190 ✓
98%	Sensory Playground Equipment (Music, Puzzles)	Rank: 3.82	188 ✓

191 Respondents

* Please select your preferred playground surface

73%	Jump Pad (Rubber)	157 ✓
14%	Wood Chips	30 ✓
13%	Turf	29 ✓

216 Respondents

What additional recreation amenities would you and others in your household like to see at the park not listed?

Water refill stations

4 months ago

Okay I must use up the 100 characters in this field or it will not submit. This is a defect in this

4 months ago

SSS

4 months ago

trying to enter survey and keeps asking me to enter in this field which I have already

4 months ago

How about an outdoor swimming pool.

4 months ago

We prefer a circular running/walking trail of 2 miles or more, and not an out-and-back trail.

4 months ago

Bike pump track for all ages.

4 months ago

I have nothing to add here.

4 months ago

bike trails

4 months ago

Arts- pottery, painting, theater, music, dance.

Poker

Wood working

4 months ago

Basketball court

4 months ago

It must be well maintained and safe

4 months ago

Comfortable benches

4 months ago

More dog parks everywhere!!!!

4 months ago

N/a

4 months ago

Indoor shelters

4 months ago

A natural water feature such as a pond/fountain

4 months ago

Water natural feature separate from the splash pad, such as a pond/fountain

4 months ago

None

4 months ago

N/a

4 months ago

Bike lanes and bike racks. Roller blade area. Skateboard area.

4 months ago

We are really excited about the prospect of a dog park close by! And a splash pad!

4 months ago

A wide bike trail through the woods made of crushed rocks natural material.

4 months ago

If there are walking trails there should be clear maps and signage throughout the park

4 months ago

Tic tax toe or bean bag toss

4 months ago

Nothing at this time.

4 months ago

Food truck abilities

4 months ago

Harrisburgs new park is amazing it would be amazing to have a play area / splash pad more convenient

4 months ago

N/a

4 months ago

Badminton

4 months ago

NA

4 months ago

sand box, small train, and more parking or exits, carousel, splash pad!

4 months ago

High Fence around baseball field to protect the people and cars around

4 months ago

Pickleball

4 months ago

Dedicated pickleball courts.
Plenty of walking/hiking trails

4 months ago

Na

4 months ago

All I really want are pickleball courts!

4 months ago

I have nothing to add

4 months ago

Nothing

4 months ago

Na

4 months ago

Benches on trails (especially for elderly and those with mobility issues) to sit on while walking.

4 months ago

Outdoor basketball courts. There is only one available in Cabarrus County.

4 months ago

Pad water

4 months ago

JEEP ONLY TRAILS

4 months ago

The train like the one in Kannapolis. Wish we had a park like that in Concord. Splash pad too.

4 months ago

Exercise areas for tall people

4 months ago

None

4 months ago

Performance Area

4 months ago

More restrooms

4 months ago

Restrooms

4 months ago

I am looking forward to the expansion of the Park

4 months ago

Bike trails

4 months ago

Free leash dog park with a small pool or wayer space so the pups refresh in summer

4 months ago

basketball courts would be a great addition
swimming pool with lifeguards (We can dream big)

4 months ago

More bathrooms

4 months ago

Bicycle trail

4 months ago

N/a

4 months ago

N/A

4 months ago

Disc golf

4 months ago

NA

4 months ago

disc golf!! Cabarrus county would benefit immensely from piggybacking charlotte's disc golf scene

4 months ago

Shaded areas

4 months ago

Shade

4 months ago

More benches.

4 months ago

Not sure

4 months ago

Basketball Court

4 months ago

Basketball

4 months ago

Splash pad

4 months ago

N/A

4 months ago

Game board tables and chairs

4 months ago

Paved bike trails

4 months ago

A soccer field at this park would be perfect.

4 months ago

None

4 months ago

Outdoor athletic equipment

Picnic tables

Comfortable benches

4 months ago

Adult swings

4 months ago

Pond with fountain, sprakers for low volume music running in background, wheelchair accessibility

4 months ago

Really hope to get. Playground soon, there has been no playground at this location for over a year

4 months ago

Natural or manufactured barriers around play areas. Ample bench sitting around play areas for adult.

4 months ago

Basketball courts

4 months ago

Equestrian trails

4 months ago

P

4 months ago

Recreation center with a pool

4 months ago

Equestrian facilities

4 months ago

Snack shack with drinks

4 months ago

More parking at the soccer fields and maybe another bathroom

4 months ago

A place to purchase water, snacks, etc.

Restroom

4 months ago

6 to 8 tournament quality sand volleyball courts

4 months ago

Picnic area, basketball, tennis

4 months ago

Skate park!!!!!!!

4 months ago

Basketball

4 months ago

Benches

4 months ago

Trees. Mature trees. Plenty of shade. Its HOT outside.

4 months ago

Trees. Mature trees. Shade. No one uses our parks in the summer.

4 months ago

Accessible trash cans.

4 months ago

None

4 months ago

Small seating areas along nature trails and trash cans

4 months ago

N/a

4 months ago

Snack/ ice cream bar, pool

4 months ago

Bathroom and water fountains

4 months ago

Additional bathrooms. We frequent Flowe Park for softball tournaments. They can get backed up.

4 months ago

Table tennis

4 months ago

ART OR SCULPTURE INTEGRATED INTO THE PARK

4 months ago

none

4 months ago

Water features and art

4 months ago

Water features

4 months ago

Benches in dog park

4 months ago

Na

4 months ago

Basketball court or multipurpose court.

4 months ago

Amphitheater - we need a destination park that can draw local talent & bring the collective 2gether

4 months ago

Basketball court or multi purpose court.

4 months ago

free library stand; picnic tables & benches along trails; outdoor fitness station; bike pump track

4 months ago

Fishing

4 months ago

Sand play area. Benches along nature trail.

4 months ago

Little library!

4 months ago

Skate park options

4 months ago

NA

4 months ago

none

4 months ago

Shaded areas, splash pad, large playground w cover.

4 months ago

The campground would eventually pay itself off and be great for the sporting events.

4 months ago

Would love to see a RV campground, similar feel to Dan Nicholas.

4 months ago

Outdoor Table Tennis tables

4 months ago

Placing artwork from local artists throughout the park would be wonderful

4 months ago

natural surface trails for mountain biking

4 months ago

Dog park with a water feature. Ensure dog park rules are followed.

4 months ago

With increased amenities we must not overlook sufficient vehicle parking

4 months ago

Water fountain/water bottle fill station, Free library box

4 months ago

Security

4 months ago

Splash pad for dogs in the dog park

4 months ago

Basketball and indoor badminton courts

4 months ago

Outdoor exercise/workout equipment, perhaps along the trail.

4 months ago

Please use the space below to include any additional thoughts you may have on the proposed master plan.

We use this park weekly and 3-4 times a week during baseball season. As an HOA Vice President I hear from our community on what they are looking for not just in our neighborhood but in the community at large. Two of the most common wishes for concord is more biking trails hence the low rating for fine gravel, it's difficult for strollers as well. The second is the wish for concord to keep its historic charm. That spills over into new construction where it's often expressed that instead of clear bulldozing like Harrisburg park there would be planning to leave existing trees where possible even though citizens are aware of the added cost. Rob Wallace park has a natural play area in the trees that always has more kids than the traditional playground there. I have noticed that when playing there the kids (including my own 3 rambunctious boys 6-11) are more involved in creative play than tag/chasing games that usually lead to at least one kid crying from a fall. They just play and engage differently there.

4 months ago

.

4 months ago

How about an outdoor swimming pool?

4 months ago

this survey is ridiculously hard to take. Just ask questions and take the answers you get rather than FORCING answers. You are rejecting input from people that have strong opinions on some topics, but are ambivalent about others (i.e. playground ranking for ALL choices, same for surfaces of walking trails.) Aren't there really best practices in these areas?

4 months ago

why is there "required answers" on the above questions. I have no opinion on playground content or surface.

4 months ago

way too much space is dedicated to softball/baseball. How many citizens really participate in this? Seems better to focus on adhoc / small group activities (walking, pickleball (2-4 people) rather than those that require league participation with 10-15 on each team, where the space is not usable otherwise. .

4 months ago

Longer bike trails prefer asphalt or hard surface connecting Thread Trails

4 months ago

Basketball courts would be a nice have

4 months ago

Biking trails would be nice to have separate from walking/running trails.

4 months ago

PLEASE, PLEASE, PLEASE- Whatever you do, if you don't have ample parking it will eventually fail or never live up to thy possibilities. If you build it they will come. If they have no where to park, they will leave and never come back!

4 months ago

Hopefully it will include handicap accessibility

4 months ago

Thanks for asking the public for input!

4 months ago

N/a

4 months ago

Dog park
4 months ago

None
4 months ago

Na
4 months ago

Please use native plants and trees.
4 months ago

Please, please, please include the dog park. A splash pad would also be amazing!
4 months ago

Think bike trails.
4 months ago

An upgrade is awesome for more of the community to enjoy and not have to travel far their home environment.
4 months ago

Nothing at this time.
4 months ago

Special shelter to be rented for personal parties.
4 months ago

Covered bleachers for ball games
4 months ago

Safety first
4 months ago

N/a
4 months ago

Tennis wall, lighted tennis courts
4 months ago

NA
4 months ago

A satellite parking at the other end for easy access and ease congestion
4 months ago

Rubber recycled Turf for the playground. Have themed outdoor equipment
4 months ago

Na
4 months ago

No
4 months ago

Additional car parking
4 months ago

I have nothing to add

4 months ago

Na

4 months ago

Greenscaping and trees are important elements for a park. Please consider the importance of it for park users.

4 months ago

I would like the park to offer services not offered by nearby parks or areas, such as an outdoor basketball court. There are a lot of new neighborhoods in the area with children who like to play a multitude of sports, so the more options, the better. Families with multiple children of varying ages, are more likely to visit the park if it offers a greatly variety of options.

4 months ago

Pad water

4 months ago

Please budget for security and work with police to ensure it will be a safe area.

4 months ago

Harrisburg did it right.

4 months ago

None

4 months ago

none

4 months ago

Restrooms

4 months ago

I really hope the tax payers dollars are utilized in the best way and this project doesn't get the bare minimum allocated while the rest of the dollars are used to fund non community focused projects that were not voted on.

4 months ago

Thank you for all the planning and thought and for allowing public suggestions.

4 months ago

Rest rooms and water fountain

4 months ago

N/a

4 months ago

This park has a wonderful potential for disc golf in the wooded areas that would not conflict with other areas of the park, and could also co-exist with walking/hiking trails through the woods around the park!

4 months ago

Disc golf

4 months ago

NA

4 months ago

Disc Golf is one of the fastest growing sports, it has a low barrier to entry and introduces more people to the wonders of nature.

4 months ago

Disc golf!!!

4 months ago

None

4 months ago

I think a splash pad is a great option

4 months ago

Snack bar

4 months ago

I voted yes but am disappointed with the ideas, this park is close to other parks with similar amenities that are under used and the baseball stuff has restricted access for non rec stuff. What happened to the Mountain bike courses, the trails, the nature? Seriously we don't need ugly under-used fields like existing flowe and liske and most of the older parks. I have 3 kids and lived here for 10 years, I never want to go to flowe because the park is really all about hosting all day Saturday events all summer.

4 months ago

Would love to see a splash pad

4 months ago

N/A

4 months ago

None

4 months ago

Mone

4 months ago

Would love to see the soccer fields added, which are very popular in this area. Frank Lisk will not let kids play on their fields. When thy try, someone from Parks & Rec will kick them off.

4 months ago

Concord has almost no dog parks that are public and nice. This would be my biggest priority.

4 months ago

Pave a walkway from Kiser Woods to the park

4 months ago

Do not plan disc golf hole 'fairways' along any walking paths; keep them totally separate.

4 months ago

A new walking/jogging trail would be nice

4 months ago

Stages and theatrical venues

4 months ago

Birds/ ducks, benches with power outlet, health equipment connecting/ powering playground equipment. So parent can workout while kids can enjoy.

4 months ago

Na

4 months ago

Fountains, sculptures, etc. provide a beautiful element to parks for kids and adults alike

4 months ago

Cabarrus county doesn't have any tournament quality sand volleyball courts and we are missing out on a opportunity. Flowe park is perfectly situated to have courts available for high level play

4 months ago

Concert shell with open sloped seating area for blankets

4 months ago

Shaded areas

4 months ago

I think its a waste of money. No one uses this park now.

4 months ago

Pickleball pickleball pickleball! Not enough places to play. Also better baseball/softball fields with added parking!

4 months ago

Do not wait years to do upgrades !!

4 months ago

None

4 months ago

N/A

4 months ago

Less development more park! Keep trees wherever you can

4 months ago

N/a

4 months ago

More turf soccer fields.

4 months ago

In terms of walking trails, Frank lisk is an excellent example of what I envision the county parks being. I go there many days each week when I can and on the weekends because it's such a nice place to walk dog.

4 months ago

This park is well maintained from the times I have been there. It would be nice when tournaments are held there to have shelters where teams could have lunch.

4 months ago

NA

4 months ago

senior citizens friendly wheelchair. small scooters and walkers

4 months ago

Would like to see emphasis on improving older existing parks. Don't want to see the old ones neglected

4 months ago

Benches for people with limited mobility

4 months ago

Na

4 months ago

Water features. Public art. Music. Places to take pictures for social media.

4 months ago

Please use porous surfaces to aid in water drainage.

4 months ago

I would love to see the park include play equipment for special needs children.

4 months ago

Sidewalks connecting nearby neighborhoods for safer non-car travel to and from the park. Bike racks.

4 months ago

As someone who lives near WW Flowe park I am so excited that it will become more like Frank liske

4 months ago

NA

4 months ago

like overall idea

4 months ago

encourage inclusion of pickleball courts

4 months ago

Just moved out to Concord near 49 and 601 and really looking for a good dog park on the south end of Concord, so that would be the most important thing to see in the updates for our family.

4 months ago

More connected greenways please

4 months ago

The bushes behind the home plate restrict people from having good visibility at ball games. If the area was open behind the plate, it would be much better

4 months ago

Sufficient parking for visitors should not be overlooked

4 months ago

Isn't there a fee to reserve shelter space at parks? There should also be a fee to use other amenities where the number of people need to be monitored. I would pay an annual fee for my dog to use the dog park (similar to what Reedy Creek offered at their dog park years ago. I stopped using that dog park because the condition deteriorated after they stopped charging that annual fee).

4 months ago

Excited to see this plan come to fruition

4 months ago

Security

4 months ago

Monthly/annual county fee for access to the dog park (proof of vaccines needed); key card/fob once fee is paid and vaccine record's received

4 months ago



W. W. FLOWE PARK EXPANSION SITE RENDERING

CONCORD, NORTH CAROLINA

City of Concord Co-Sponsorship Application (page 1)

Today's Date: 5/11/23	
Name of Event: Concord International Festival	
Date(s) of Event: 9/30/23	Location: Downtown Concord
Brief Description of Event: El Puente Hispano and the City of Concord partner to present this event that celebrates diversity and multiculturalism through live music performances, cultural displays, delicious food and drinks from around the world, international merchandise vendors, and a kids' corner to provide children with a hands-on experience of global traditions.	
Lead Sponsor: El Puente Hispano	
Contact Person for Event/Request: Sandra Torres	
Address: 9881 Legolas Lane, Charlotte NC 28269	
Phone: 347-452-1557	
Website & Email Address (if applicable): www.concordinternationalfestival.com festival@elpuentehispanonc.org	

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

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

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

<p>El Puente Hispano is a nonprofit organization whose mission is to connect and integrate the Hispanic community in Cabarrus County with resources to foster self-sufficiency and productivity. All our programs are free of charge.</p> <p>We develop initiatives that promote equity and help strengthen Latino families in our community. These initiatives include:</p> <ul style="list-style-type: none"> - Tutoring classes for children - English classes and civic engagement workshops for parents - Mental health workshops for adults and children - Outreach, education, - Programs that bridge the communication gap between the Latino population and local governments, and other agencies - Programs that promote equity, including organizing the Concord International Festival.

City of Concord Co-Sponsorship Application (page 2)

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

- The Concord International Festival celebrates the diversity of our community and is open to all residents of Concord. This event is a great way to promote social integration in our community while fostering a sense of community and belonging for all who attend.
- It brought 8,000 people to Downtown concord last year!

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

Electric - Electricity for stage & sound
Sold Waste Services - Providing additional trash collection bins & clean up assistance
Planning & Neighborhood Development - Communicating with Downtown businesses & location coordination
Parks & Recreation - Kids Zone
Police - Traffic enforcement & having a presence throughout the time of the event
Fire - Food vendor fire inspections & safety preparedness during event
Building & Grounds - Event layout and logistical support
City Manager's Office - Event promotion and coordination; Funding for restroom trailers; Emergency Management coordination
Water - Provide street sweeper after the festival
Transportation - Coordinate with NCDOT following Council Approval on any affected DOT street closures; provide street barricades

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

We have successfully organized the festival for two consecutive years.

CITY OFFICE USE ONLY


Emergency Management –
City Manager's Office:

Date Received: 5/23/23

City Manager (or designee) -
City Manager's Office:

Date Reviewed: 7/6/23

Authorized Signature:


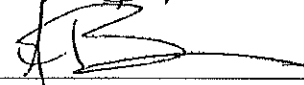
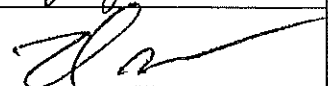


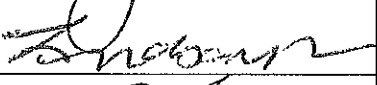


Date final application is submitted to City Manager: 7/6/2023

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	5/23/23	7/6/23	
Electric		7/6/23	
Environmental Services		7/6/23	Robin R Barham
Downtown Office		7/6/23	Paige Grochoske
Fire		7/6/23	
Parks & Recreation		7/6/23	
Police		7/6/23	
Public Information Office	↓	7/6/23	
Transportation/Streets		7/6/23	
Other			

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

MEMO

To: Lloyd Wm. Payne, Jr., City Manager

From: Katherine Ramirez Campbell, Community Outreach Coordinator

Date: June 30, 2023

Subject: Neighborhood Matching Grant Funding Recommendation FY 2023-2024

The following is a brief description of NMG projects, which are being recommended for funding. The review committee determined that these ten projects best meet the criteria for funding.

Bedford Farms

Trail Phase 3

Project Amount - \$10,550

Requests \$3,000 in matching grant funds to support the continuation of their NMG trail project for the third year in a row. This phase of the project focuses on accessibility and plans include paving the area between the two bridges that have been installed along the trail and addressing an erosion issue.

Funding Recommendation- \$3,000

Brookvue

Playground Expansion 2

Project Amount - \$6,734

Requests \$2,700 in matching grant funds to support the installation of 1 see-saw or teeter-totter, 1 generic playground item (swing or monkey bar), and 1 net to cover the children’s play area. Their project goal is to improve the playground so the children within the community increase the amount of time spent outside playing with one another and decrease their screen time. They saw success from their last NMG project and wish to continue to expand and improve the park.

Funding Recommendation - \$2,700

Carriage Downs

Lawn to Woodlands

Project Amount - \$3,841

Requests \$1,8000 in matching grant funds to support the transformation of a common within the neighborhood from a grassy mowed area to a small woodland. The project would plant 5 native red and white oak trees and 3 red bud trees during the fall. Neighbors seek to cease mowing this common area and restore woodlands to improve wildlife habitats and lessen costs to the association.

Funding Request- \$1,800

Fairway Ridge

Street Sign Decorative Posts

Project Amount - \$4,397

Request \$2,100 matching grant funds to support the replacement of the final two city posts in the neighborhood with decorative posts. This is the final phase of a long-term beautification project for Fairway Ridge to swap out city-provided signs and posts for decorative designs. All necessary coordination with the Transportation Department has been completed.

Funding Request- \$2,100

Glen Grove

Playground Improvements

Project Amount - \$6,493

Request \$3,000 in matching grant funds to rebuild the community playground that has been neglected for years and closed for months due to safety concerns identified during a recent safety inspection. The project involves replacing most of the structure, making cosmetic improvements, and adding mulch. Their goal is to create a welcoming environment for families within the community.

Funding Request- \$3,000

Hidden Pond

Picnic Tables

Project Amount - \$6,259

Request \$2,450 in matching grant funds to support the installation of 5 picnic tables within the community gazebo. Last year, the neighborhood used the NMG to place benches near the community ponds which have been highly used and appreciated. The project goal is to enhance the existing amenity of the gazebo to improve its functionality for the benefit of residents.

Funding Request- \$2,45

Morris Glen

Playground and Basketball Security

Project Amount – \$14,233

Request \$3,000 in matching grant funds to support the installation of security cameras and electronic locks to their basketball court and playground areas. The neighborhood used NMG funds last year to resurface their basketball court which has greatly increased the use of this common area. However, they now have safety concerns because the gates to the neighborhood courts and playground are often left open. They would like to install electronic locks and security cameras to prevent theft and vandalism to the amenities.

Funding Request- \$3,000

Moss Creek

Tennis Court LED Lighting

Project Amount - \$8,3997

Request \$2,550 in matching grant funds to support replacing the neighborhoods existing tennis/pickleball court lighting. Moss Creek would like to update the lights over their tennis/pickleball courts to energy-efficient LED lighting. The new lights would improve safety, be cost-efficient, and be more environmentally friendly.

Funding Request- \$2,550

Park View Estates

Entrance Enhancements

Project Amount – \$4,397

Request \$2,200 in matching grant funds to support enhancing the neighborhood’s entrances by adding lighting and resurfacing the natural wood features of the community sign. This project would address the low visibility there is in these entry areas of the neighborhood and bring more attention to the signage that display’s the neighborhood’s name. This beautification project will also help inspire pride within the community.

Funding Request- \$2,200

Sheffield Manor

Trash Receptacles

Project Amount – \$3,317

Request \$1,600 in matching grant funds to support the purchase and placement of trash and recycling receptacles within community common areas. Residents would assist in the placing installation of the receptacles and then the maintenance would become part of the organization’s ongoing expenses. Upon completion, the tangible outcome will be a visibly cleaner park, a drastic reduction in litter, and a stronger sense of community pride in maintaining the beauty and cleanliness of the resident’s shared space.

Funding Request- \$1,600

Winding Walk

Traffic Safety

Project Amount – \$6,784

Request \$3,000 in matching grant funds to support the purchase and installation of additional radar feedback system speed limit signs within the community. This project is a continuation of the neighborhood’s FY22-23 NMG project allowed for data collection of speeding vehicles within high-traffic areas of the neighborhood. Results from the first set of radar signs decreased speeds on average between 17%-50%. The goal is to continue to deter speeding and increase safety for pedestrians and drivers within the community. Winding Walk has collaborated with the City of Concord’s Transportation Department for this project.

Funding Request- \$3,000

Yates Meadow

Spruce it up!

Project Amount – \$5,350

Request \$2,600 in matching grant funds to support the three mini-projects that will “spruce up” community areas. Funds will cover the cost of mulch for the neighborhood playground and front entrances which will be replaced by resident volunteers. The majority of the costs will go towards building a trash can bin to hold the trash cans in the pool area to protect them from the elements and critters.

Funding Request- \$2,600

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

DATE: 06/06/23

FORMAL BID: 2580

BID DATE: 05/05/23

DEPARTMENT: Electric Systems

BIDDERS	AMOUNT	DELIVERY
WESCO Distribution, Inc. (Okonite Cable- 750 MCM and 1/0 cable)	\$353,448.00	46 - 50 weeks
Border States (Prysmian Cable - 750 MCM and 1/0 cable)	\$414,315.00	16 - 20 weeks

RECOMMENDATION: WESCO Distribution, Inc

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: 2023.06.11 09:49:19 -04'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: LeDerick Blackburn Digitally signed by LeDerick Blackburn
Date: 2023.06.12 08:20:06 -04'00' DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear
Date: 2023.06.12 09:01:28 -04'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones
Date: 2023.06.12 09:20:08 -04'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: [Signature] DATE: _____

COMMENTS: _____

BID TABULATION
SOUTH AND NORTH GRAVEL PARKING LOT PAVING
CONCORD-PADGETT REGIONAL AIRPORT
Wednesday, June 21, 2023

BASE BID - AIP ELIGIBLE ITEMS					J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		HUX Contracting, LLC Charlotte, NC License # 86599		ENGINEERING ESTIMATE	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	800	MOBILIZATION	1	LS	\$26,685.46	\$26,685.46	\$305,000.00	\$305,000.00	\$74,990.00	\$74,990.00	\$135,300.00	\$135,300.00
2	520	CRUSHED AGGREGATE BASE COURSE	230	CY	\$81.31	\$18,701.30	\$110.00	\$25,300.00	\$75.00	\$17,250.00	\$75.00	\$17,250.00
3	600	BITUMINOUS PRIME COAT	5,200	GAL	\$5.51	\$28,652.00	\$4.00	\$20,800.00	\$5.25	\$27,300.00	\$8.00	\$41,600.00
4	610	BITUMINOUS CONCRETE SURFACE COURSE, TYPE S9.5B	2,000	TN	\$133.57	\$267,140.00	\$135.00	\$270,000.00	\$148.00	\$296,000.00	\$160.00	\$320,000.00
5	846	1' 6" CURB AND GUTTER	1,530	LF	\$27.64	\$42,289.20	\$38.00	\$58,140.00	\$39.00	\$59,670.00	\$18.00	\$27,540.00
6	848	CONCRETE SIDEWALK	20	SY	\$243.92	\$4,878.40	\$69.00	\$1,380.00	\$145.00	\$2,900.00	\$50.00	\$1,000.00
7	901	PARKING SIGN	7	EA	\$203.26	\$1,422.82	\$175.00	\$1,225.00	\$450.00	\$3,150.00	\$200.00	\$1,400.00
8	903	SUPPORTS, 3 LB STEEL U CHANNEL	7	EA	\$203.26	\$1,422.82	\$175.00	\$1,225.00	\$65.00	\$455.00	\$150.00	\$1,050.00
9	1205	PAINT PAVEMENT MARKING LINES	8,200	LF	\$1.16	\$9,512.00	\$1.00	\$8,200.00	\$1.53	\$12,546.00	\$1.00	\$8,200.00
10	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS	7	EA	\$371.68	\$2,601.76	\$320.00	\$2,240.00	\$300.00	\$2,100.00	\$300.00	\$2,100.00
11	1605	TEMPORARY COMPOST FILTER SOCK	1,600	LF	\$6.39	\$10,224.00	\$8.00	\$12,800.00	\$27.50	\$44,000.00	\$3.00	\$4,800.00
12	1664	SODDING	12,500	SF	\$1.02	\$12,750.00	\$2.00	\$25,000.00	\$3.00	\$37,500.00	\$2.00	\$25,000.00
13	1670	GOLDEN RAINTREE	13	EA	\$538.94	\$7,006.22	\$325.00	\$4,225.00	\$750.00	\$9,750.00	\$600.00	\$7,800.00
14	1670	CRAPE MYRTLE TREE	10	EA	\$384.46	\$3,844.60	\$305.00	\$3,050.00	\$650.00	\$6,500.00	\$400.00	\$4,000.00
15	1670	AUTUMN GOLD	39	EA	\$529.64	\$20,655.96	\$425.00	\$16,575.00	\$750.00	\$29,250.00	\$600.00	\$23,400.00
16	1670	DWARF BURFORD HOLLY	118	EA	\$135.90	\$16,036.20	\$50.00	\$5,900.00	\$450.00	\$53,100.00	\$300.00	\$35,400.00
17	1670	PIERIS JAPONICA	225	EA	\$70.85	\$15,941.25	\$50.00	\$11,250.00	\$350.00	\$78,750.00	\$350.00	\$78,750.00
18	1715	UNPAVED TRENCHING - 1" SCHEDULE 40 PVC CONDUIT	720	LF	\$25.69	\$18,496.80	\$30.00	\$21,600.00	\$25.00	\$18,000.00	\$8.00	\$5,760.00
19	1715	DIRECTIONAL DRILL - 1" CONDUIT	370	LF	\$34.35	\$12,709.50	\$46.00	\$17,020.00	\$50.00	\$18,500.00	\$40.00	\$14,800.00
20	1716	HANDHOLE	3	EA	\$15,204.04	\$45,612.12	\$4,600.00	\$13,800.00	\$15,000.00	\$45,000.00	\$3,500.00	\$10,500.00
21	SPEC	ELECTRICAL DISTRUBTION RACK	1	LS	\$18,327.31	\$18,327.31	\$20,700.00	\$20,700.00	\$180,897.00	\$180,897.00	\$40,000.00	\$40,000.00
22	SPEC	ACCESS CONTROL SYSTEMS	1	LS	\$186,506.70	\$186,506.70	\$23,000.00	\$23,000.00	\$4,500.00	\$4,500.00	\$100,000.00	\$100,000.00
23	SPEC	PASSENGER SHELTER	2	EA	\$24,566.89	\$49,133.78	\$45,000.00	\$90,000.00	\$21,000.00	\$42,000.00	\$25,000.00	\$50,000.00
24	SPEC	REMOVE BUMPER BLOCKS	408	EA	\$11.62	\$4,740.96	\$50.00	\$20,400.00	\$45.00	\$18,360.00	\$200.00	\$81,600.00
25	SPEC	INSTALL NEW BUMPER BLOCKS	408	EA	\$116.15	\$47,389.20	\$150.00	\$61,200.00	\$167.00	\$68,136.00	\$500.00	\$204,000.00
26	SPEC	CLEARING	75	SY	\$54.97	\$4,122.75	\$300.00	\$22,500.00	\$73.00	\$5,475.00	\$100.00	\$7,500.00
TOTAL BASE BID AMOUNT						\$876,803.11		\$1,062,530.00		\$1,156,079.00		\$1,248,750.00

MBE/WBE AMOUNT \$88,635.00 \$108,888.00 \$120,730.00
MBE/WBE % 10.11% 10.25% 10.44%



TALBERT, BRIGHT & ELLINGTON, INC.

6/22/2023
DATE

CITY OF CONCORD
CERTIFIED BID TABULATION FORM
STREETS PRESERVATION CONTRACT STR24 Bid No. 2584

LOCATION: TRAFFIC MANAGEMENT CENTER, 880 WARREN C COLEMAN BLVD CONCORD, NC
TIME: 2:00 P.M. DATE: June 7th, 2023

Contractor		Blythe Construction Inc.		Ferebee Corporation		J.T. Russell & Sons, Inc.		Reeves Construction Company		Blythe Brothers Asphalt Co. LLC			
N.C. License No.		7639		18306		2767		987		42840			
Address		PO Box 31635		PO Box 480066		PO Box 670		18606 Northline Drive		1415 E Westinghouse Blvd			
City, State Zip		Charlotte, NC 28231		Charlotte, NC 28269		Albermarle, NC 28002		Cornelius, NC 28031		Charlotte, NC 28273			
5% Bid Bond Included		Yes		Yes		Yes		Yes		Yes			
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Crack and Joint Sealing													
1.1	Seal Existing pavement cracks and joints	lbs	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
					NO BID		NO BID		NO BID		NO BID		NO BID
Patching, Leveling, Asphalt Seal Coating													
2.1	Asphalt Full Depth Finished Patching - Place and compact Intermediate Course 3" I19.0B with 2" Surface Course S9.5 B Cap (areas to be determined)	Tons	2,000	\$170.00	\$340,000.00	\$138.75	\$277,500.00	\$175.00	\$350,000.00	\$250.00	\$500,000.00	\$200.00	\$400,000.00
2.2	Asphalt Full Depth Patching - Place and compact Intermediate Course I19.0B (no Surface Course Cap)	Tons	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
2.3	Asphalt Leveling - Place and compact Intermediate Course I19.0B	Tons	10,960	\$100.00	\$1,096,000.00	\$108.36	\$1,187,625.60	\$120.00	\$1,315,200.00	\$119.00	\$1,304,240.00	\$115.00	\$1,260,400.00
2.4	Asphalt Leveling - Place and compact Asphalt Open Graded Leveling Course (P78 or mix as approved by Director)	Tons	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
2.5	Place and compact suitable Sub-base material (Location to be determined)	Cu. Yd	100	\$120.00	\$12,000.00	\$75.00	\$7,500.00	\$200.00	\$20,000.00	\$121.00	\$12,100.00	\$125.00	\$12,500.00
2.6	Asphalt Seal Coat	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
					\$1,448,000.00		\$1,472,625.60		\$1,685,200.00		\$1,816,340.00		\$1,672,900.00
Milling													
3.1	Full Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	21,195	\$3.30	\$69,943.50	\$3.33	\$70,579.35	\$5.00	\$105,975.00	\$4.00	\$84,780.00	\$3.40	\$72,063.00
3.2	Edge Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	21,985	\$3.03	\$66,614.55	\$3.56	\$78,266.60	\$5.00	\$109,925.00	\$4.00	\$87,940.00	\$3.50	\$76,947.50
3.3	Incidental Milling 0" to 6"	Sq. Yd	100	\$30.00	\$3,000.00	\$4.00	\$400.00	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$19.00	\$1,900.00
					\$139,558.05		\$149,245.95		\$217,900.00		\$177,720.00		\$150,910.50
Reclamation													
4.1	Reclamation of existing roadway with concrete stabilization	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
4.2	Undercut and replace with approved suitable material for subgrade repairs	Tons	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
					NO BID		NO BID		NO BID		NO BID		NO BID
Resurfacing													
5.1	Asphalt Resurfacing - Place and compact 1.25" of Surface Course S9.5B	Tons	8,480	\$110.00	\$932,800.00	\$118.31	\$1,003,268.80	\$130.00	\$1,102,400.00	\$130.00	\$1,102,400.00	\$125.00	\$1,060,000.00
5.2	Asphalt Resurfacing - Place and compact 1.5" of Surface Course S9.5B	Tons	1,980	\$109.00	\$215,820.00	\$113.60	\$224,928.00	\$130.00	\$257,400.00	\$130.00	\$257,400.00	\$125.00	\$247,500.00
					\$1,148,620.00		\$1,228,196.80		\$1,359,800.00		\$1,359,800.00		\$1,307,500.00
Concrete													
6.1	City of Concord Standard Valley Type Concrete Curb and Gutter (Incidental and as directed:	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
6.2	City of Concord Standard 2'-6" Concrete Curb and Gutter (Incidental and as directed):	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
6.3	Wheelchair Ramps (Incidental and as directed:	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
6.4	4" Thick Concrete Sidewalk	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
					NO BID		NO BID		NO BID		NO BID		NO BID
Re-Striping, Remarking, And Replace Pavement Marker													
7.1	Thermoplastic Pavement Marking Lines 4" Double Yellow Solid	LF	17,370	\$2.55	\$44,293.50	\$3.03	\$52,631.10	\$3.00	\$52,110.00	\$2.55	\$44,293.50	\$2.55	\$44,293.50
7.2	Thermoplastic Pavement Marking Lines 4" Yellow Solid, Skip, and Mini Skip Line	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.3	Thermoplastic Pavement Marking Lines 8" Yellow Gore Line	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.4	Thermoplastic Pavement Marking Lines 4" White Solid, Skip, and Mini Skip and Parking Stall Line	LF	1,290	\$2.30	\$2,967.00	\$4.40	\$5,676.00	\$3.00	\$3,870.00	\$2.30	\$2,967.00	\$2.30	\$2,967.00
7.5	Thermoplastic Pavement Marking Lines STOP Bar - 24"	LF	145	\$16.50	\$2,392.50	\$27.50	\$3,987.50	\$20.00	\$2,900.00	\$16.50	\$2,392.50	\$16.50	\$2,392.50
7.6	Thermoplastic Pavement Marking Lines Crosswalk - 8" White NCDOT Std.	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.7	Thermoplastic Pavement Marking Lines Crosswalk, Hi-Visibility - 24" White Bars NCDOT Std.	LF	145	\$16.50	\$2,392.50	\$27.50	\$3,987.50	\$20.00	\$2,900.00	\$16.50	\$2,392.50	\$16.50	\$2,392.50
7.8	Thermoplastic Pavement Marking Symbol Yield Lane Symbol	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.9	Thermoplastic Pavement Marking Symbol Thur, Right-Turn or Left-Turn Arrow	Ea.	22	\$155.00	\$3,410.00	\$275.00	\$6,050.00	\$180.00	\$3,960.00	\$155.00	\$3,410.00	\$155.00	\$3,410.00
7.10	Thermoplastic Pavement Marking Symbol Combo Arrow - Thur-Rt. / Thru-Lf. / Thru Rt. & Lf.	Ea.	5	\$185.00	\$925.00	\$550.00	\$2,750.00	\$210.00	\$1,050.00	\$185.00	\$925.00	\$185.00	\$925.00
7.11	Thermoplastic Pavement Marking Symbol Characters 8'-4" NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.12	Thermoplastic Pavement Marking Symbol SCHOOL 10' w/ 24" Band NCDOT Std.	Ea.	1	\$1,250.00	\$1,250.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
7.13	Thermoplastic Marking Symbol Railroad - RXR NCDOT	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.14	Thermoplastic Pavement Marking Symbol Bicycle Shared Lane NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.15	Thermoplastic Pavement Marking Symbol Bicycle Detector NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.16	Thermoplastic Pavement Marking Symbol Handicap Symbol NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.17	Permanent Raised Pavement Marker Yellow / Yellow	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.18	Permanent Raised Pavement Marker Crystal / Red	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.19	Permanent Raised Pavement Marker Blue / Blue at Fire Hydrant Locations	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.20	Permanent Raised Pavement Marker Crystal / Crystal	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
7.21	(Match Existing) - "Fire Lane" Red Box with White Lettering	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
					\$57,630.50		\$77,282.10		\$68,290.00		\$57,630.50		\$57,630.50
Alt. Resurfacing Bid													
A8.1	Asphalt Full Depth Finished Patching - Place and compact Intermediate Course 3" I19.0B with 2" Surface Course S9.5 B Cap (areas to be determined)	TN	40	\$250.00	\$10,000.00	\$138.75	\$5,550.00	\$175.00	\$7,000.00	\$530.00	\$21,200.00	\$225.00	\$9,000.00
A8.2	Edge Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	170	\$30.00	\$5,100.00	\$3.56	\$605.20	\$6.50	\$1,105.00	\$45.00	\$7,650.00	\$25.00	\$4,250.00
A8.3	Asphalt Resurfacing - Place and compact 1.25" of Surface Course S9.5B	TN	210	\$220.00	\$46,200.00	\$118.31	\$24,845.10	\$130.00	\$27,300.00	\$175.00	\$36,750.00	\$135.00	\$28,350.00
A8.4	Thermoplastic Pavement Marking Lines 4" White Solid, Skip, and Mini Skip and Parking Stall Line	LF	625	\$5.50	\$3,437.50	\$8.80	\$5,500.00	\$7.00	\$4,375.00	\$5.50	\$3,437.50	\$5.50	\$3,437.50
					\$64,737.50		\$36,500.30		\$39,780.00		\$69,037.50		\$45,037.50
BASE BID SECTIONS SUBTOTAL					\$2,793,808.55		\$2,927,350.45		\$3,331,190.00		\$3,411,490.50		\$3,188,941.00
+ 10% CONTINGENCY					\$279,380.86		\$292,735.05		\$333,119.00		\$341,149.05		\$318,894.10
TOTAL BASE BID					\$3,073,189.41		\$3,220,085.50		\$3,664,309.00		\$3,752,639.55		\$3,507,835.10
ALTERNATE BID					\$64,737.50		\$36,500.30		\$39,780.00		\$69,037.50		\$45,037.50
TOTAL BID					\$3,137,926.91		\$3,256,585.80		\$3,704,089.00		\$3,821,677.05		\$3,552,872.60

This is to certify that bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on April 18, 2022, in the conference room at the Brown Operations Center at 635 Alfred Brown Jr. Ct. SW, Concord, North Carolina.

This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.
(amounts rounded up to nearest \$0.01)

signed: *Phillip Graham, PE*
Phillip Graham, P.E., Transportation Director

Street Name	FROM	TO	Full Mill	Edge Mill	Flex	I19	L (ft)	W (ft)	Cul-de-sac	Notes	Surface (in)
FISHER FARM LANE W	WEDDINGTON ROAD	LYNWOOD DR NW				X	708.74	21			1.25
LYNWOOD DRIVE NW	FISHER FARM LN	OLD CEDARWOOD DR				X	2715.16	20			1.25
CANDLEWOOD DR	FERNCLIFF DR	LYNWOOD DR NW				X	1320.90	20			1.25
DEEPWOOD PL	QUAIL DR	END				X	500.98	18	64		1.25
DARTWOOD DR	QUAIL DR	LYNWOOD DR NW				X	1086.41	20			1.25
DEERWOOD CIR	QUAIL DR	END				X	444.88	18	64		1.25
OLD CEDARWOOD	PITTS SCHOOL ROAD	END				X	905.70	20			1.25
SHEPHARD AVE	UNION ST	EASTCLIFF DR				X	1041.17	11			1.25
MARBLE ST	EASTCLIFF DR	MCARTHUR AVE				X	1808.35	20			1.25
MILLBROOK CT	MARBLE ST	END	X			X	774.30	24	77		1.5
EASTCLIFF DR	IDEAL DR	ROSEMONT AVE	X			X	3282.26	29			1.5
ROSEMONT AVE	EASTCLIFF DR	COURTNEY ST	X			X	736.15	31			1.5
COURTNEY ST	EASTCLIFF DR	ROSEMONT AVE	X			X	513.29	27			1.5
SUNRISE CIRCLE	EASTCLIFF DR	END	X			X	355.39	19			1.5
SUTHERLAND PL	PITTS SCHOOL ROAD	END		X		X	632.44	23	76		1.25
GRANDVIEW DR	MIRAMAR ST	PALASIDE DR	X			X	1506.10	27			1.5
COVINGTON DRIVE	PITTS SCHOOL ROAD	CHESNEY ST		X		X	925.91	33			1.25
COVINGTON DR	CHESNEY ST	END		X		X	2568.74	23	80		1.25
LAUREN GLEN ST	COVINGTON DR	END		X		X	1640.43	23	80		1.25
BENTON CHASE ST	COVINGTON DR	ASHERTON PL		X		X	708.13	24			1.25
TURNRIDGE CT	CHESNEY ST	END		X		X	1853.06	23	78		1.25
CHESNEY ST	CONVINGTON DR	TURNRIDGE CT		X		X	467.71	32			1.25
CHESNEY ST	TURNRIDGE CT	END		X		X	1227.01	23	80		1.25
TREYFORD ST	TURNRIDGE CT	BROCKTON CT		X		X	652.94	23			1.25
BROCKTON CT	END	END		X		X	1245.48	23	80(2)		1.25
CHADBOURNE AVE	DAVIDSON HWY	CHELWOOD DR				X	5792.00	20			1.25
CHELWOOD DR	CHADBOURNE AVE	END				X	4994.57	20	71		1.25
CHANNING CIR	HANOVER DR	BINGHAM DR				X	5304.41	20			1.25
DEWITT CT	CHANNING CIR	END				X	886.45	20	68		1.25
HANOVER DR	DAVIDSON HWY	END				X	3376.16	20	64		1.25
HARDWICKE PL	CHADBOURNE AVE	END				X	559.94	20	68		1.25
KENDALE AVE	CHELWOOD DR	END				X	2105.39	20	70		1.25
LITCHFIELD PL	CHADBOURNE AVE	END				X	441.26	20	69		1.25

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	\$0	\$1,113,376	\$1,113,376
Total				\$1,113,376

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4514-5440000	Maintenance Contracts	\$55,000	\$95,000	\$40,000
4511-5241000	Resurfacing	1,999,551	3,072,927	1,073,376
Total				\$1,113,376

Reason: To appropriate Powell Bill reserves for the FY24 resurfacing contract in the amount of \$1,033,376 and unspent funds from the prior year for pavement striping that is included in the FY24 resurfacing contract.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Line No.	Item Description	Quantity	Unit	Brooks Berry Haynie & Associates		Carolina Power and Signalization		Traffic Control Devices			
				Unit Price	Amt Quoted	Unit Price	Amt Quoted	Unit Price	Amt Quoted		
1	Mobilization	1	LS	\$137,117.60	\$137,117.60	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00		
2	Install Various Size Traffic Signal Embedded Roadway Loops (Includes Saw Cut, Loop Wire, & Sealant)	5000	LF	\$15.60	\$78,000.00	\$13.50	\$67,500.00	\$12.50	\$62,500.00		
3	Unpaved Trenching w/ 1" PVC Conduit	1000	LF	\$20.05	\$20,050.00	\$6.50	\$6,500.00	\$11.65	\$11,650.00		
4	Unpaved Trenching w/ 2" PVC Conduit	1000	LF	\$22.25	\$22,250.00	\$12.50	\$12,500.00	\$14.30	\$14,300.00		
5	Furnish and install additional 1" PVC conduit in existing open trench.	1000	LF	\$5.40	\$5,400.00	\$4.50	\$4,500.00	\$7.30	\$7,300.00		
6	Furnish and install additional 2" PVC conduit in existing open trench.	1000	LF	\$9.90	\$9,900.00	\$5.50	\$5,500.00	\$10.00	\$10,000.00		
7	Directions Drilling w/ (3) 2" HDPE Conduit	1000	LF	\$37.55	\$37,550.00	\$32.00	\$32,000.00	\$43.00	\$43,000.00		
8	Furnish and Install Standard Pull Box and lid to NCDOT Spec.	20	EA	\$545.35	\$10,907.00	\$425.00	\$8,500.00	\$1,040.00	\$20,800.00		
9	Furnish and Install Oversized Pull Box and lid to NCDOT Spec.	20	EA	\$1,031.50	\$20,630.00	\$890.00	\$17,800.00	\$1,455.00	\$29,100.00		
10	Furnish and Install One 40' Class 3 Pole, Properly Grounded	10	EA	\$1,996.50	\$19,965.00	\$1,400.00	\$14,000.00	\$1,730.00	\$17,300.00		
11	Furnish and Install One 45' Class 3 Pole, Properly Grounded	10	EA	\$2,111.60	\$21,116.00	\$2,100.00	\$21,000.00	\$1,870.00	\$18,700.00		
12	Remove Old or Damaged Pole	20	EA	\$1,034.10	\$20,682.00	\$525.00	\$10,500.00	\$775.00	\$15,500.00		
13	Form and Pour Class A Concrete (Supplied By The Contractor) for Protection of Junction Boxes, Conduits or for Stabilizing Wood Poles as Directed by the Director	20	CY	\$2,500.00	\$50,000.00	\$175.00	\$3,500.00	\$1,330.00	\$26,600.00		
14	Furnish and Install 3/8" Down Guy With Standard 8" Eight-Way Anchor And All Necessary Hardware, Properly Grounded.	10	EA	\$473.55	\$4,735.50	\$850.00	\$8,500.00	\$820.00	\$8,200.00		
15	Furnish and Install 3/8" Down Guy And All Necessary Hardware, Properly Grounded to an Existing Anchor	10	EA	\$225.70	\$2,257.00	\$350.00	\$3,500.00	\$500.00	\$5,000.00		
16	Furnish and Install 3/8" Sidewalk Guy With Anchor and Necessary Hardware, Properly Grounded.	10	EA	\$574.05	\$5,740.50	\$1,100.00	\$11,000.00	\$1,250.00	\$12,500.00		
17	Furnish and Install 3/8" Sidewalk Guy And Necessary Hardware Properly Grounded to an Existing Anchor.	10	EA	\$326.20	\$3,262.00	\$650.00	\$6,500.00	\$950.00	\$9,500.00		
18	Furnish and Install 1/4" Aerial Span Wire With All Necessary Hardware, Including Strandvises and Clamps. All Hardware and Span Wire Shall be Properly Grounded.	1000	LF	\$10.45	\$10,450.00	\$5.25	\$5,250.00	\$2.75	\$2,750.00		

19	Furnish and Install 3/8" Aerial Span Wire With All Necessary Hardware, Including Strandvises and Clamps. All Hardware and Span Wire Shall be Properly Grounded.	1000	LF	\$10.95	\$10,950.00	\$7.25	\$7,250.00	\$4.15	\$4,150.00		
20	Reattach All Existing Spans to a New Pole, Furnishing Hardware	20	Per Pole	\$66.35	\$1,327.00	\$500.00	\$10,000.00	\$460.00	\$9,200.00		
21	Furnish and Install #14-7 Conductor Signal Cable	2000	LF	\$2.25	\$4,500.00	\$5.25	\$10,500.00	\$3.75	\$7,500.00		
22	Furnish and Install #14-4 Conductor Signal Cable	2000	LF	\$1.75	\$3,500.00	\$4.00	\$8,000.00	\$3.75	\$7,500.00		
23	Furnish and Install #14-2 Shielded Loop Lead-In cable.	2000	LF	\$1.60	\$3,200.00	\$3.75	\$7,500.00	\$2.85	\$5,700.00		
24	Install City provided Cable.	2000	LF	\$1.25	\$2,500.00	\$4.00	\$8,000.00	\$2.15	\$4,300.00		
25	Furnish and Install 1" Rigid Metal Conduit, Complete with Weatherheads, LB's, Condulette's, Bushings, etc as required.	500	LF	\$13.80	\$6,900.00	\$15.00	\$7,500.00	\$29.00	\$14,500.00		
26	Furnish and Install 2" Rigid Metal Conduit, Complete with Weatherheads, LB's, Condulette's, Bushings, etc as required.	500	LF	\$30.10	\$15,050.00	\$25.00	\$12,500.00	\$55.00	\$27,500.00		
27	Assemble and Install Vehicular Signal Heads, City Supplied	100	EA	\$532.75	\$53,275.00	\$350.00	\$35,000.00	\$570.00	\$57,000.00		
28	Disassemble and Remove Signalization from an Intersection	10	EA	\$1,880.20	\$18,802.00	\$4,500.00	\$45,000.00	\$2,900.00	\$29,000.00		
29	Install One, Wood Pole Mounted, Pedestrian Head with standoff, City Supplied.	10	EA	\$592.50	\$5,925.00	\$650.00	\$6,500.00	\$600.00	\$6,000.00		
30	Install One, Pedestrian Pedestal Signal Assembly including Pedestal, base, anchor bolts, heads, buttons, signs, and foundation, City Supplied.	100	EA	\$2,693.80	\$269,380.00	\$1,500.00	\$150,000.00	\$2,750.00	\$275,000.00		
31	Install One, Pedestrian Pushbutton Pedestal Assembly including Pedestal, base, anchor bolts, buttons, signs, and foundation, City Supplied.	50	EA	\$1,698.60	\$84,930.00	\$1,250.00	\$62,500.00	\$2,335.00	\$116,750.00		
32	Install One, Pedestrian Rectangular Rapid Flash Beacon Signal Assembly including Pedestal, base, anchor bolts, buttons, signs, heads, solar assembly, and foundation, City Supplied.	100	EA	\$2,385.45	\$238,545.00	\$5,600.00	\$560,000.00	\$4,700.00	\$470,000.00		
33	Install One, Advanced Warning Signal Assembly including Pedestal, base, anchor bolts, heads, signs, and foundation, City Supplied.	50	EA	\$873.35	\$43,667.50	\$4,600.00	\$230,000.00	\$4,415.00	\$220,750.00		
34	Modify and/or Move Vehicular Signal Head(s) With City Supplied Materials	10	EA	\$188.05	\$1,880.50	\$400.00	\$4,000.00	\$380.00	\$3,800.00		
35	Construct and Furnish Concrete Foundation for Base Mounted Cabinet.	10	EA	\$997.15	\$9,971.50	\$1,100.00	\$11,000.00	\$3,220.00	\$32,200.00		
36	Install Base-Mounted Cabinet, City Supplied.	20	EA	\$1,413.15	\$28,263.00	\$2,500.00	\$50,000.00	\$1,485.00	\$29,700.00		
37	Install Pole-Mounted Cabinet, City Supplied.	20	EA	\$1,968.35	\$39,367.00	\$1,500.00	\$30,000.00	\$2,347.00	\$46,940.00		
38	Furnish and Install Wood Pole Ground.	20	EA	\$410.40	\$8,208.00	\$300.00	\$6,000.00	\$390.00	\$7,800.00		

39	Furnish and Install Ground Array for Service or Metal Pole.	20	EA	\$1,286.30	\$25,726.00	\$2,500.00	\$50,000.00	\$990.00	\$19,800.00		
40	Furnish and Install a 240 VAC Meter Service w/Disconnect, grounded. Metal Mount	20	EA	\$5,442.15	\$108,843.00	\$1,850.00	\$37,000.00	\$2,120.00	\$42,400.00		
41	Mobilization for Emergency Pole Work Per Occurrence	5	EA	\$1,300.00	\$6,500.00	\$3,500.00	\$17,500.00	\$2,454.00	\$12,270.00		
42	Mobilization for Work to be Performed at Night as Directed by the Director	5	EA	\$650.00	\$3,250.00	\$4,500.00	\$22,500.00	\$3,800.00	\$19,000.00		
43	Supply Materials and Install Cylindrical, Concrete, steel reinforced Foundation for Metal support structure.	10	CY	\$3,013.10	\$30,131.00	\$1,200.00	\$12,000.00	\$1,980.00	\$19,800.00		
44	Install Single Metal Strain Pole, City Supplied	20	EA	\$752.10	\$15,042.00	\$4,500.00	\$90,000.00	\$1,500.00	\$30,000.00		
45	Install Metal Strain Pole and single Metal Mast Arm, City Supplied	10	EA	\$1,629.50	\$16,295.00	\$6,500.00	\$65,000.00	\$2,360.00	\$23,600.00		
46	Install Metal Strain Pole and Two Metal Mast Arms, City Supplied	10	EA	\$2,820.25	\$28,202.50	\$7,500.00	\$75,000.00	\$2,830.00	\$28,300.00		
47	Furnish and Install SMFO 24 Fiber Cable on 1/4" Messenger Cable	1000	LF	\$7.05	\$7,050.00	\$6.00	\$6,000.00	\$4.00	\$4,000.00		
48	Furnish and Install SMFO 24 Fiber Cable in 2" PVC Conduit	1000	LF	\$2.10	\$2,100.00	\$6.00	\$6,000.00	\$4.65	\$4,650.00		
49	Fiber Splice for 24 Fiber	10	EA	\$471.35	\$4,713.50	\$3,800.00	\$38,000.00	\$2,084.00	\$20,840.00		
50	Install One, Pole Mounted Video Detection Camera and All Necessary Hardware. City Supplied Hardware	20	EA	\$1,410.65	\$28,213.00	\$2,400.00	\$48,000.00	\$1,000.00	\$20,000.00		
Total Pre Selected Items					\$705,429.50		\$592,500.00		\$777,540.00		
Total Quote for Project					\$1,606,220.10		\$1,971,800.00		\$1,949,650.00		

*corrected value
line 17

This Certified Quote Tabulation is true and correct to the best of my abilities and knowledge.

signed: *Phillip Graham, PE*
Phillip Graham, P.E., Transportation Director

Memorandum

TO: Lloyd Wm. Payne, Jr. – City Manager

FROM: Kevin Plemmons – Deputy Director of Water Resources

DATE: June 14, 2023

RE: Incorporation of Yadkin-Pee Dee Water Management Group

The purpose of this memo is to a.) explain the purpose and background of the Yadkin-Pee Dee Water Management Group (WMG), b.) highlight the reasons that the WMG plans to incorporate as a 501(c)(3) nonprofit, and c.) provide a recommendation that the City of Concord support incorporation of the WMG.

Background

The Yadkin-Pee Dee Water Management Group was developed through a collaborative effort by a workgroup of 18 governmental, public-water-utility and reservoir-operator parties providing service within the Yadkin-Pee Dee River Basin. The discussions began in 2015 and progressed to a point where the organization was formed in 2016.

The Yadkin-Pee Dee Water Management Group provides a structure for regional collaboration that can coordinate activities and explore mutually beneficial ways to protect and develop our water supply – and save money and time. Regional collaboration by our water supply managers is one step towards our goal of enhancing the welfare of Yadkin-Pee Dee residents by jointly planning for the sustainable use of water from the Yadkin-Pee Dee River Basin.

The Yadkin-Pee Dee Water Management Group works together to plan for the water supply of the Yadkin-Pee Dee River Basin. The group’s goal is securing a long-term sustainable regional water supply for the Yadkin-Pee Dee region. The Yadkin-Pee Dee Water Management Group operates under the principles of regional collaboration, sustainable water supply, environmental stewardship, mutual and collective benefit, shared responsibility, equal representation, and financial stability.

Reasons for Incorporation

Since 2016, the Group has operated under a Memorandum of Understanding. For several years, this informal structure worked successfully. Since approximately 2020, however, the need for a more formal structure has become apparent. The membership of the Yadkin-Pee Dee Water Management Group has been actively pursuing incorporation for nearly two years, by working in subcommittees and soliciting the counsel of several members’ attorneys.

The primary reasons for incorporation are:

1. Increased opportunities for grant funding,
2. Independent management of WMG finances, which will no longer rest on one Member, and
3. Creating a sense of permanence for the WMG.

Increased opportunities for grant funding: The WMG has traditionally been funded primarily by member dues. In some cases, more well-resourced members have provided voluntary contributions to support the WMG's work. The WMG has also been able to receive some grant funding, but its lack of 501(c)(3) status precludes it from eligibility for many grant applications. In the past two years alone, the WMG has had to withdraw or postpone multiple grant applications for this reason. By incorporating as a 501(c)(3), the WMG will automatically become eligible for many grants that may support the WMG's work and reduce the burden on membership fees.

Independent management of WMG finances, which will no longer rest on one Member: Since 2016, the City of Winston-Salem has graciously managed the finances of the WMG. As the City of Winston-Salem has grown and experienced organizational change, however, its leadership wants to avoid the liability of managing the finances of so many members. By incorporating as a nonprofit organization, the WMG will be able to independently manage its own finances, reducing the burden on any one member organization.

Creating a sense of permanence for the WMG: The initial Memorandum of Understanding to form the WMG expired in 2021; it took several months' effort to extend the MOU until 2026. By incorporating as a 501(c)(3) nonprofit, the WMG will exist in perpetuity, or until it is formally dissolved, and the extension process can be avoided in the future. Beyond this practical reason, establishing a permanent organization signals the importance of the WMG's work for the Basin, which represents a large portion of North Carolina's population.

Recommendations

Based on the above reasons, I recommend that:

- City of Concord support the incorporation of the Yadkin-Pee Dee Water Management Group,
- City of Concord actively work to approve the appropriate documentation by adopting the bylaws set forth in the attached and passing of a resolution to join the incorporated WMG.

Conclusion

The membership of the WMG have been actively advocating for incorporation for nearly two years. By incorporating as a 501(c)(3), the Yadkin-Pee Dee Water Management can more effectively serve the hundreds of thousands of North Carolinians for which the river basin provides water resources. I ask for management's support of the fulfilment of this mission.

RESOLUTION OF THE CITY OF CONCORD AUTHORIZING JOINING AND INCORPORATING THE YADKIN-PEE DEE WATER MANAGEMENT GROUP

WHEREAS, many local governments in North Carolina who operate public water systems and other governmental and private entities have a vested interest in the Yadkin-Pee Dee Basin (“Basin”); and

WHEREAS, the Yadkin-Pee Dee Water Management Group has been a successful partnership between many of these governmental and private entities since 2016; and

WHEREAS, the Water Management Group has actively pursued nonprofit incorporation for nearly two years in order to enhance the long-term sustainability of the Group; and

WHEREAS, the Yadkin-Pee Dee Water Management Group Members have recommended that the Water Management Group form as a tax-exempt, non-profit corporation on or before June 30, 2023. The Water Management Group has also recommended that the eligible members who join the newly-incorporated Water Management Group adopt a standard resolution authorizing the incorporation of the Water Management Group using the Articles of Incorporation and Bylaws approved by the Water Management Group, all of which are attached to the Attorneys’ Memo dated April 12, 2023 to all eligible members of the Water Management Group as identified in the Organizational Documents; and

WHEREAS, the City of Concord is eligible to join in the formation of the Water Management Group and approves the incorporation of the Water Management Group as recommended by the Yadkin-Pee Dee Water Management Group Members.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Concord that:

1. On behalf of the City of Concord, Kevin Plemmons is authorized and directed to take all actions reasonably necessary or convenient to join the Yadkin-Pee Dee Water Management Group in accordance with the terms of the Organizational Documents; and
2. Kevin Plemmons is hereby designated as the Member Representative and Jeff Corley is hereby designated as the Alternate of the City of Concord, and the same are hereby authorized and directed to: attend the organizational meeting of the Water Management Group; adopt the Bylaws (as set forth in the Organizational Documents); elect officers and at-large directors; consider, vote and take action on such other matters as may come before the Water Management Group at that meeting; and discharge the duties and responsibilities of such positions as set forth in the Organizational Documents so long as each shall hold such position without any requirement for further approval or authorization from City of Concord. Without limiting the foregoing, said Member Representative and Alternate are authorized to consider, vote and take action on matters set forth by the Water Management Group in accordance with its bylaws, attached hereto. The Water Resources

Director is authorized to remove Member Representatives and Alternates and appoint replacement Member Representatives and Alternates.

This the _____ of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

Name: William C. Dusch

Title: Mayor

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for Fleet Services Facility.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
430-4501285	From Gen Cap Reserve	18,162,012	23,749,065	5,587,053
430-4501620	From Water	2,618,896	2,967,590	348,694
430-4501600	From Stormwater	1,255,904	1,502,135	246,231
430-4501610	From Electric	2,520,486	3,220,259	699,773
430-4501630	From Transit	20,822	31,148	10,326
430-4501640	From Sewer	1,112,135	1,558,527	446,392
430-4501680	From Aviation	179,086	248,983	69,897
430-4501690	From Housing	21,664	36,756	15,092
430-4602000	Financing Proceeds	2,955,100	2,145,000	(810,100)
Total				6,613,358

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8800-5811285	Fleet Srvcs Facility	20,211,971	26,825,329	6,613,358
Total				6,613,358

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

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

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

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

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

CAPITAL RESERVE FUND ORDINANCE

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

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

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

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

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc(Dec)</u>
8150-5987000	Transfer To Project Fund	9,592,076	15,179,129	5,587,053
8150-5811082	Future Projects	17,415,611	11,828,558	(5,587,053)

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

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

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

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

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLarie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
680-4406000	Retained Earnings Appr	0	69,897	69,897
	Total			69,897

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5987000	Transfer to Project Fund	179,086	248,983	69,897
	Total			69,897

Reason: To appropriate retained earnings to cover additional costs needed for the construction of a new fleet facility.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
600-4406000	Retained Earnings Appr	0	246,231	246,231
	Total			246,231

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7100-5987000	Transfer to Project Fund	353,458	599,689	246,231
	Total			246,231

Reason: To appropriate retained earnings to cover additional costs needed for the construction of a new fleet facility.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4406000	Retained Earnings Appr	0	699,773	699,773
	Total			699,773

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7200-5987000	Transfer to Project Fund	1,109,506	1,809,279	699,773
	Total			699,773

Reason: To appropriate retained earnings to cover additional costs needed for the construction of a new fleet facility.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
620-4406000	Retained Earnings Appr	0	348,694	348,694
	Total			348,694

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7340-5987000	Transfer to Project Fund	0	348,694	348,694
	Total			348,694

Reason: To appropriate retained earnings to cover additional costs needed for the construction of a new fleet facility.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The projects authorized and amended are the projects included for CK Rider Transit System.

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

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

Revenues Account	Title	Current Budget	Amended Budget	(Decrease) Increase
630-4501100	Transfer from General Fund	6,481,484	6,486,647	5,163
630-4337000	Local Shared Revenue	7,688,149	7,693,312	5,163
				10,326

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

Exp. Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7650-5987000	Transfer to Project Fund	14,822	25,148	10,326
				10,326

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

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

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

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

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
640-4406000	Retained Earnings Appr	0	446,392	446,392
	Total			446,392

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7420-5987000	Transfer to Project Fund	640,785	1,087,177	446,392
	Total			446,392

Reason: To appropriate retained earnings to cover additional costs needed for the construction of a new fleet facility.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
690-4406000	Retained Earnings Appr	0	15,092	15,092
	Total			15,092

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1000-5987000	Transfer to Project Fund	21,664	36,756	15,092
	Total			15,092

Reason: To appropriate retained earnings to cover additional costs needed for the construction of a new fleet facility.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION GRANTING AN EASEMENT

WHEREAS, the City of Concord is owner of a parcel of land having a parcel identification number of 4599 52 7034 0000 in the Cabarrus County Registry; and

WHEREAS, HRSEI, LLC is requesting temporary construction easement on said lot to serve development off Hendrick Auto Plaza NW; and

WHEREAS, staff has reviewed the proposed plan and offers conditions upon granting requested easement: 1) restore area to the existing grades, 2) reestablish ground cover with sod to existing conditions (419 bermuda), 3) temporary easement not to exceed six months unless agreed upon by both parties, 4) no disruption of the green trees on hole 18, 5) remove three trees (including stumps and all debris) with the construction easement area, 6) type D buffer to be planted back (large holly species to be agreed upon between City Arborist and grantee), 7) phased construction fencing to be installed (fencing for safety and aesthetics to block off bore receiving pit and fencing for safety during trench installation of sewer main and manholes), and 8) manholes to be installed flush with the ground;

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

1. That easements as generally shown on Exhibit "A" is hereby ordered granted contingent upon the conditions listed above.
2. The easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to Cabarrus County.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 13th day of July 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

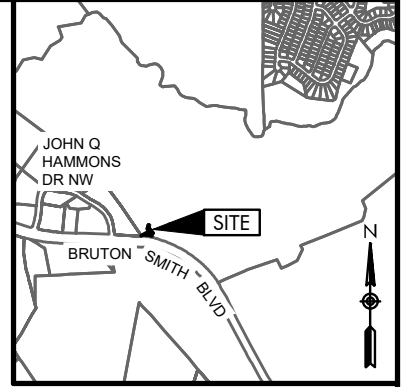
Kim Deason, City Clerk

William C. Dusch, Mayor

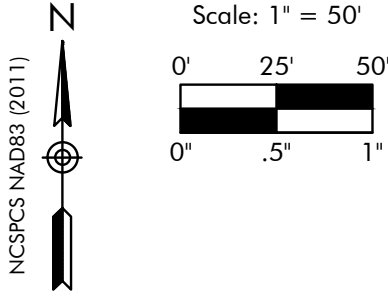
Exhibit A

File Location: N:\Shared\ACRO Projects_HMS\2022-141 (AMC 150)\Civil 3D\1 - Exhibits\2023-06-22_Sanitary Construction Ex.dwg
 Last Saved on: 6/29/2023 1:07 PM Last Saved By: EMiller

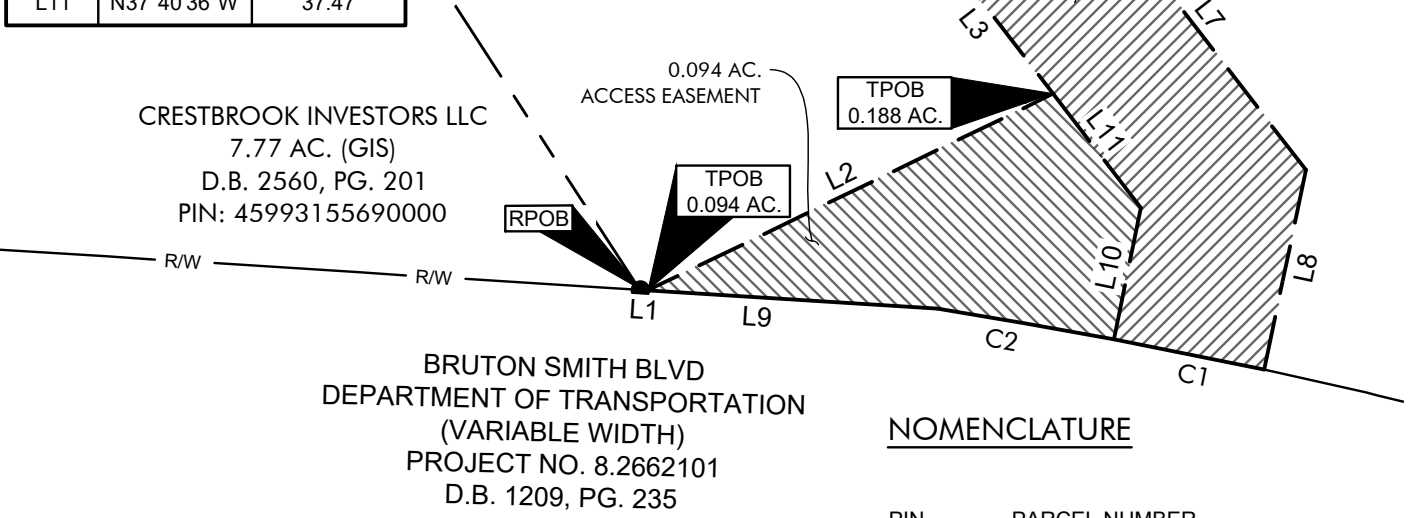
CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1°30'56"	1512.39	40.00'	N78°34'15"W	40.00'
C2	1°45'55"	1512.39	46.60'	N80°12'41"W	46.59'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S86°23'29"E	2.00
L2	N64°06'55"E	117.35
L3	N37°40'36"W	56.27
L4	N17°29'18"E	78.73
L5	S72°30'42"E	40.00
L6	S17°29'18"W	57.84
L7	S37°40'36"E	91.25
L8	S11°43'35"W	53.20
L9	N86°23'29"W	75.60
L10	N11°43'35"E	34.98
L11	N37°40'36"W	37.47



CITY OF CONCORD
 (ROCKY RIVER GOLF CLUB)
 313.23 AC. (GIS)
 D.B. 2440, PG. 261
 PIN: 45995270340000



NOMENCLATURE

PIN	PARCEL NUMBER
PG.	PAGE
AC.	ACRE
D.B.	DEED BOOK
TPOB	TRUE POINT OF BEGINNING
RPOB	REFERENCE POINT OF BEGINNING
R/W	RIGHT-OF-WAY
GIS	GEOGRAPHIC INFORMATION SYSTEM
NAVD	NORTH AMERICAN VERTICAL DATUM
NCSPCS	NORTH CAROLINA STATE PLANE COORDINATE SYSTEM

SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE DEEDS AND MAPS LISTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM DOCUMENTS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS THAT OF A CLASS A SURVEY; THAT THIS GROUND SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A PLANIMETRIC SURVEY TO THE ACCURACY OF CLASS A AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

BY: EDWARD J. MILLER, PLS L-4888 DATE _____
 EMILLER@ACRO-DS.COM

LEGEND

ADJACENT PARCEL	-----
R/W	=====
EASEMENT	-----

Prepared By:

601 S. Cedar Street, Suite 101
 Charlotte, NC 28202
 980-224-8518
 acro@acro-ds.com
 NC Firm No. P-2329
 ACRO Project Number:
 2022-141

Survey Prepared For / Owner:
HMS

Project ID:
 (ACCELA CASE: PRS2023-00420)
 (COC PROJECT #: 2023-004)

Project Name:
 AMC (THE ROCK)- DONATED PUBLIC
 SEWER AND WATER

Date:
06/26/2023

Sheet Title:
**CITY OF CONCORD ROCKY
 RIVER GOLF CLUB- PUBLIC
 SANITARY SEWER
 CONSTRUCTION EASEMENT**

Sheet Number:
1/1

City of Concord
Sewer Allocation Policy

1. Term and applicability of this Policy
 - a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County sewer allocation and Commitment Policy. This policy may be amended by the City Council at any time.
2. Amount of sewer which may be allocated
 - a. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC as determined through the interlocal agreement and City Council.
 - b. The City shall reserve at least 250,000 gpd of its available sewer allocation for Economic Development projects. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve if available.
 - c. The City shall allot from the remaining amount 35% to residential, 55% to non-residential, and 10% to mixed use. Within the 35% residential allotment, 50% shall be allotted to single family, 25% to townhomes, and 25% to apartments. City Council at anytime may transfer allocation from one category to another.
 - d. If the mixed-use allocation is exhausted, mixed-use projects may be allocated using allocations from the non-residential and residential allocations if available and approved by Council.
 - e. Public project allocation shall be assigned on a pro rata basis from all the use categories except economic development. Public project is as defined in the Concord Development Ordinance.
 - f. City Council may reserve bi-annual capacity from WSACC until the next bi-annual assessment is completed. Once City Council releases any bi-annual capacity, the capacity would be allotted to the uses as described above.
3. Preliminary Allocation approvals
 - a. City Council will be the body to approve preliminary allocation requests.
 - b. Projects with construction plans in review as of 10/31/2021 with activity in the past year will be presented first for approval. If approved, these projects will have 6 months to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to Council. Council will approve Economic Development projects separately.
 - c. City Council will be presented with current allocation available and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - d. Residential approvals may be phased to allow a maximum of **50** units per year. The 50 units is within a project and not cumulative city-wide.

Adopted 12/21/21. Amended 3/10/22, 4/14/22, 11/10/22, 07/13/23.

- e. Preliminary sewer allocation will be good for a period of one year after the date of Council approval except for public projects and economic development projects. Public project’s preliminary sewer allocation will remain valid until final sewer allocation is received or the project is abandoned by the public entity. Economic Development project’s preliminary sewer allocation will remain valid until final sewer allocation is received or City Council rescinds the preliminary allocation. A project must have a valid preliminary sewer allocation approval before receiving a final sewer allocation at the time of utility permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved.
 - f. Projects may apply for one six month extension. The extension request shall be submitted in writing and uploaded into the online permitting PSA case. The timeframe to receive extension requests will be open for two weeks prior to the preliminary sewer allocation expiration. Projects with a July 19, 2023 expiration will have until July 31, 2023 to submit an extension request.
4. Project Prioritization Scoring
- a. Projects will be scored using the table below.
 - b. **The project score is simply a guide for City Council to evaluate the projects based on the given criteria.** A project scoring high is not automatically given allocation. A project scoring low is not automatically rejected for allocation. Projects are also not specifically competing against each other. The final allocation authority will be granted solely by City Council.
 - c. Projects deemed Economic Development projects will not be scored and will be evaluated by City Council and potentially awarded an allocation through existing Economic Development processes.
 - d. Speculative Industrial Buildings. Speculative Industrial Buildings under 75,000 sq ft can request to obtain a preliminary flow allocation provided the total per phase is not greater than 7,500 gpd. Speculative industrial buildings in I-2 zoning that are greater than 75,000 sf can request a preliminary flow allocation provided the total per building is not greater than 12,500 gpd. If a tenant(s) requires an allocation greater than approved it will require a separate request from City Council. Speculative buildings in I-1 zoning that are greater than 75,000 sf will only be considered once an industrial user is determined.

RESIDENTIAL PRIORITIZATION EVALUATION

- Located within a small area plan +2
- Vertical mixed use +2
- Redevelopment Site +1
- Horizontal mixed use +1
- Downtown (MSD) +1
- Located adjacent to existing sewer line. +1

Adopted 12/21/21. Amended 3/10/22, 4/14/22, 11/10/22, 07/13/23.

- Annexation

-2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

- Office +1
- Located within a small area plan +1
- Part of an approved mixed use plan +1
- Annexation (Not economic development) -2
- Logistics/Distribution use -2

5. Additional Factors which Council may consider.
 - a. Whether in Council’s opinion, the application is for a land use which is consistent with the City’s adopted policies concerning growth and development, and
 - b. Such other factors as may be identified by the Council in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the City.
6. Preliminary Allocation Procedures
 - a. City Staff will present Council with the projects described in 3(b) first for consideration without an application provided by the developer.
 - b. Thereafter, a preliminary allocation application will be required for proposed development. City Staff will present the applications to Council in March, June, September and December. Review of the allocation applications shall be conducted in the order in which the completed applications have been received.
 - c. Development projects requiring flow allocations as described in 1a must receive a preliminary flow allocation approval prior to submitting construction documents for review. Speculative Industrial Buildings can proceed without preliminary flow allocation only after acceptance of risk documents have been signed by the legally responsible party.

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: Foxwood Acres
2. Name and address of owner(s)/developer(s): Developer = Iconic construction
P.O. Box 326 Harrisburg, NC 28075
3. Owner(s)/developer(s) telephone: 704-960-6755 Fax: _____
4. Name and address of surveyor/engineer: Steve Drake
5. Surveyor/engineer's telephone: 704-746-4799 Fax: _____
6. Name, telephone and fax number, and address of agent (if any): None
7. Name and address of person to whom comments should be sent: Michael Cipriani
3326 Hawick Commons, Concord, NC 28027
8. Telephone number of person to whom comments should be sent: 704-960-6755
Fax: N/A
9. Location of property: 911 Silver Fox Dr, Concord, NC 28025
10. Cabarrus County P.I.N.#: 55275965680000
11. Current zoning classification: LDR
12. Total acres: .90 Total lots proposed: 1
13. Brief Description of development: Single Family Residence / New Construction
14. Proposed Construction Schedule Get water hooked up ASAP for C/O
Project almost complete
15. Type of Service requested Letter of intent for city of concord
water hook up/tap

6-8-2023

Date



Signature of Owner/Agent

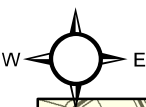
Michael Cipriani

Name (printed)

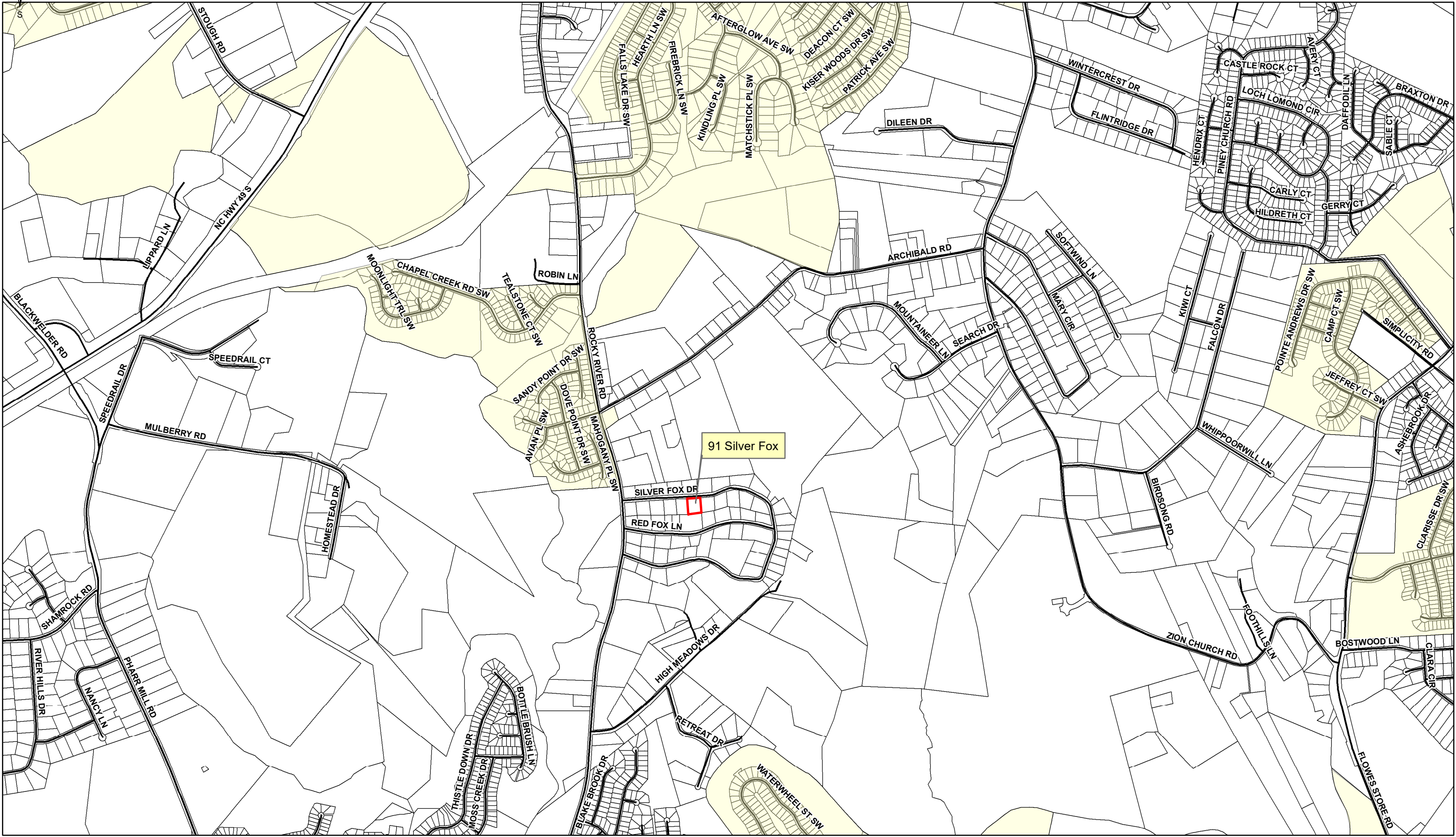
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:

Received by: _____ Date: _____



Preliminary Application





CMAQ PROJECT APPLICATION

STIP ID

IN ORDER TO BE CONSIDERED A COMPLETE APPLICATION PACKAGE, ALL FIELDS MUST BE APPROPRIATELY COMPLETED & REQUIRED ADDITIONAL INFORMATION AS NOTED MUST BE ATTACHED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

GENERAL PROJECT INFORMATION

1 SELECT CMAQ PROJECT TYPE

PO Allocation	Competitive	DOT Allocation
---------------	-------------	----------------

2 SELECT MPO/RPO(S)

Burlington-Graham MPO	Gaston-Cleveland-Lincoln MPO	Land of Sky RPO	Triangle RPO
Cabarrus-Rowan MPO	Greensboro MPO	NW Piedmont RPO	Unifour RPO
Capital Area MPO	Hickory MPO	Rocky Mount MPO	Upper Coastal Plain RPO
Charlotte Regional TPO	High Point MPO	Rocky River RPO	Winston-Salem MPO
Durham-Chapel Hill-Carrboro MPO	Kerr-Tar RPO	Southwestern RPO	

3 PROJECT SPONSOR INFORMATION

Agency			
Contact Name			
Contact Title			
Address			
Telephone		Email Address	

4 PROJECT INFORMATION

Title	
Description	

Include project details, proposed improvements, purpose, need, how it will provide service, who are the primary stakeholders & where it will operate & serve. Attach a sketch design plan of the proposed project which shows the general location. **If this is an existing project, please add STIP ID in upper right corner.**

PROJECT COSTS & DELIVERY SCHEDULE

5 APPLICABLE PROJECT PHASES, FUNDING & YEARS

- CMAQ projects are awarded by State Fiscal Years (FY). FY runs from July 1st of the previous year to June 30th of the current year. For example, FY 2020 is from July 1, 2019 through June 30, 2020.
- Cost estimates should reflect anticipated inflation compounded annually at 5% from the current calendar year.
- Minimum 20% match is required for most projects. See 23 U.S.C. §120 paragraph (c) for listing of safety projects that may be funded at up to 100% Federal share.
- In the case of purchasing alternative fueled vehicles (AFV) for general governmental use, CMAQ funding is limited to the cost difference between standard and AFV vehicles. For example, a 2020 Ford Escape lists for \$27,000 and a 2020 Ford Escape Hybrid lists for \$33,000. The total CMAQ-eligible funding for purchase of this AFV would be: \$33,000 - \$27,000 = \$6,000 (subject to local match).

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

Phases(s)	CMAQ Amount	Matching Amount	Total	FY
Planning, Engineering & Design				
Right-of-Way				
Construction				
Transit Operation				
Transit Implementation				
Non-transit Implementation				
Project Total				

6 ANTICIPATED PROJECT MILESTONE DATES

* Milestone dates must coordinate with funding schedule in Section 5.
 * Planning & environmental document; plans, specifications & estimate package; and right of way certification must be complete prior to let date.

Milestone(s)	Month/Year
Planning & Environmental document to be complete:	
Plans, Specifications & Estimate package to be complete:	
Right-of-Way acquisition to begin:	
Anticipated let date (opening of bids):	
Anticipated completion date of project (including project close-out & reimbursement of all eligible expenses):	

7 LIST THE SOURCE(S) OF MATCHING FUNDS:

8 TRANSIT START-UP INFORMATION
 Operation assistance under CMAQ is intended to help start up viable new transportation services that will benefit air quality and eventually cover their own costs. *This funding is limited to three years.* Other funding sources should supplement & ultimately replace CMAQ funds for operation assistance. Briefly describe how funding will be secured to continue the program after year three.
 (ATTACH ADDITIONAL SHEET(S) IF NEEDED)

GENERAL PROJECT INFORMATION

9 SELECT NC NONATTAINMENT/MAINTENANCE COUNTY(IES):

* Indicates partial county AQ designation

Cabarrus	Davidson	Edgecombe	Gaston	Haywood*	Lincoln	Orange	Swain*
Catawba	Davie	Forsyth	Granville	Iredell*	Mecklenburg	Person	Union
Chatham*	Durham	Franklin	Guilford	Johnston	Nash	Rowan	Wake

10 SELECT CMAQ-ELIGIBLE IMPROVEMENT TYPE (check all that apply):

Transportation Control Measures	Extreme Low-Temperature Cold Start Programs
Alternative Fuels	Congestion Relief & Traffic Flow Improvements
Transit Improvements	Bicycle/Pedestrian Facilities & Programs
Transportation Management Associations	Carpooling & Vanpooling
Freight/Intermodal	Diesel Engine Retrofits
Idle Reduction	Training
Travel Demand Management	Public Education & Outreach Activities
I/M Programs	Experimental Pilot Projects

11 IF TRANSPORTATION CONTROL METHOD, CHECK THE ALLOWABLE TYPE(S):

<p>Programs/ordinances to facilitate non-automobile travel, provision/utilization of mass transit & general reduction of the need for single occupancy vehicle (SOV) travel, as part of transportation planning & development efforts of a locality, including programs & ordinances applicable to new shopping centers, special events & other centers of vehicle activity</p>
<p>Programs for improved public transit</p>
<p>Restriction of certain roads or lanes to, or construction of such roads or lanes for use by, passenger buses or HOV</p>
<p>Employer-based transportation management plans, including incentives</p>
<p>Trip-reduction ordinances</p>
<p>Traffic flow improvement programs that reduce emissions</p>
<p>Fringe & transportation corridor parking facilities serving multiple-occupancy vehicle programs or transit services</p>
<p>Multiple-occupancy vehicle programs or transit service</p>
<p>Programs to limit/restrict vehicle use in downtown areas/other areas of emission concentration during peak periods</p>
<p>Programs for the provision of all forms of high-occupancy, shared-ride services</p>
<p>Programs to limit portions of road surfaces/certain sections of metro area to the use of non-motorized vehicles or pedestrian</p>

Programs for secure bicycle storage facilities & other facilities, including bicycle lanes in both public & private areas
Programs to control extended idling of vehicles
Reducing emissions from extreme cold-start conditions
Employer-sponsored programs to permit flexible work schedules
Public Education & Outreach Activities

12 IF TRANSIT IMPROVEMENT, SPECIFY HOW SERVICE WILL BE IMPROVED:

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

13 EMISSIONS REDUCTION CRITERIA

QUANTITATIVE analysis of air quality impacts is required for most project types. **QUALITATIVE** analysis is only allowable when it is not possible to accurately quantify emissions benefits, such as public education, marketing & other outreach efforts, which can include advertising alternatives to SOV travel, employer outreach & public education campaigns. The qualitative analysis should be based on a reasoned & logical determination that the project/program will decrease emissions & contribute to attainment or maintenance of NAAQS. The primary benefit of these activities enhanced communication & outreach that is expected to influence travel behavior & air quality.

• **Indicate the type of analysis completed:** Quantitative Qualitative

For QUANTITATIVE analyses, list the expected daily emissions BEFORE and AFTER project implementation:

Pollutant	Daily Emissions Before (kg)	Daily Emission After (kg)	Daily Emissions Reduction (kg)
Carbon Monoxide (CO)			
Volatile Organic Compounds (VOC)			
Oxides of Nitrogen (NOx)			
Particulate Matter (PM2.5)			
Carbon Dioxide equivalent (CO ₂ e) (OPTIONAL)			
Total Daily Emissions (kg)			

• **Describe the method used to estimate the emissions reduction and show calculations: (ATTACH ADDITIONAL SHEET(S) IF NEEDED)**

14 MISCELLANEOUS

For construction of trails, has the Department of Interior been contacted	<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> N/A
Is the fare/fee subsidy program part of a broad program to reduce emissions	<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> N/A
Will the ITS project conform to the National ITS architecture	<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> N/A

15 SUPPORTING INFORMATION CHECK LIST

Check supporting information included as attachment(s) to this application:

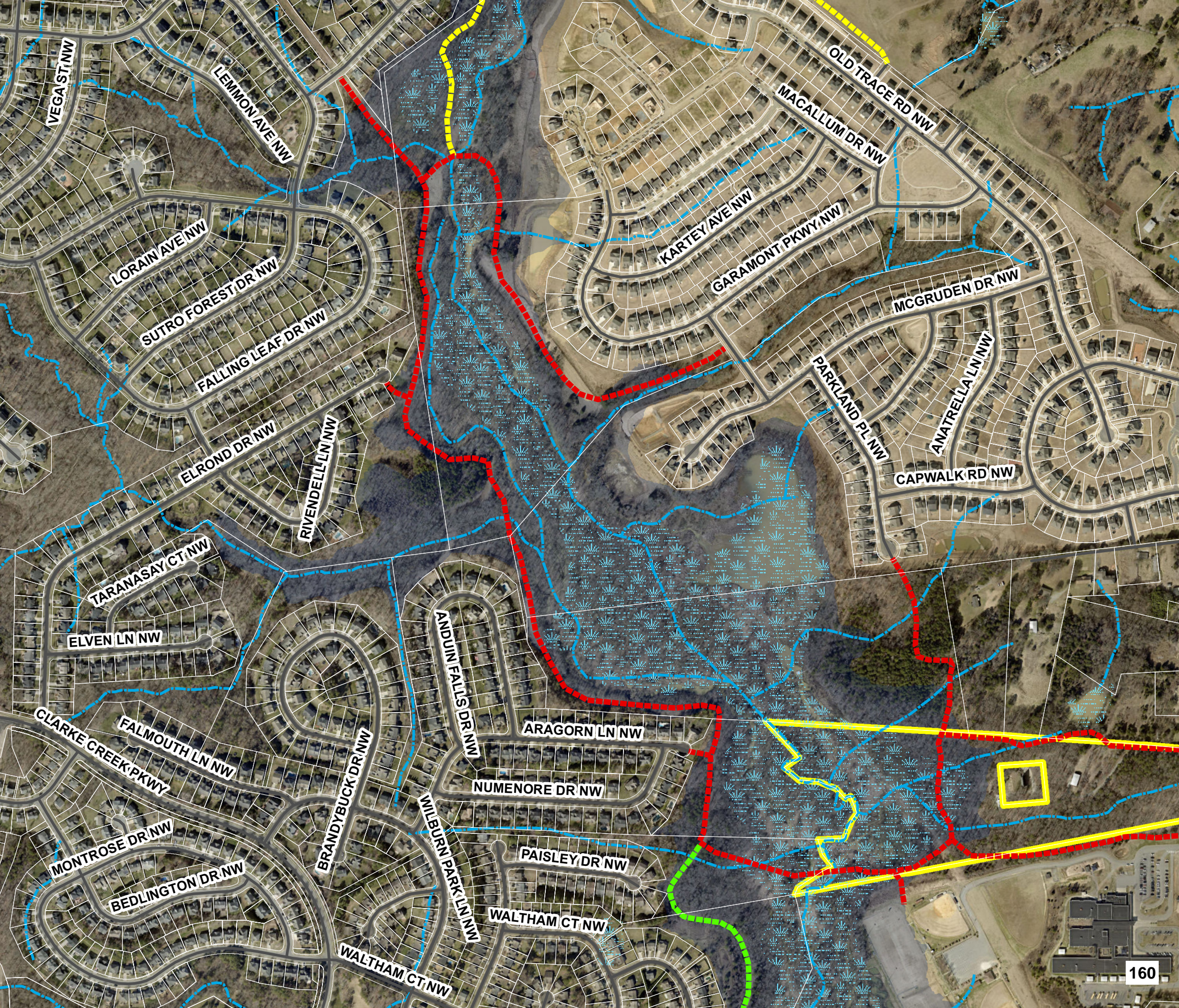
MPO/RPO Support Resolution (Required for PO ALLOCATION proposals)
Additional project description and/or details
Map of general project location
Complete emissions calculations
Any assumptions used
Other, please specify:

16 MPO/RPO PRIORITY INFORMATION (OPTIONAL)

This project has been prioritized by the MPO/RPO and received the following ranking among all CMAQ requests:

17 SUBMIT

- 1) SAVE APPLICATION AND ALL ATTACHMENTS IN A SINGLE PDF DOCUMENT
- 2) Upload application as single PDF document to CMAQ Sharepoint Website



VEGA ST NW

LEMMON AVE NW

OLD TRACE RD NW

LORAIN AVE NW

SUTRO FOREST DR NW

KARTEY AVE NW

MACALLUM DR NW

FALLING LEAF DR NW

GARAMONT PKWY NW

MCGRUDEN DR NW

ELROND DR NW

RIVENDELL LN NW

PARKLAND PL NW

ANATRELLA LN NW

CAPWALK RD NW

TARANASAY CT NW

ELVEN LN NW

ANDUNI FALLS DR NW

ARAGORN LN NW

CLARKE CREEK PKWY

FALMOUTH LN NW

NUMENORE DR NW

BRANDYBUCK DR NW

WILBURN PARK LN NW

PAISLEY DR NW

MONTROSE DR NW

BEDLINGTON DR NW

WALTHAM CT NW

WALTHAM CT NW

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
 - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a)** Cancel, terminate, or suspend this contract in whole or in part;
- (b)** Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c)** Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d)** Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is June 30 _____.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Keith Eury	Major	41 Cabarrus Avenue W, Concord NC 28025
SIGNATURE <i>Keith Eury</i>	DATE	TELEPHONE NUMBER 704-920-5015
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Lloyd Wm. Payne Jr	City Manager	35 Cabarrus Avenue W, Concord NC 28025
SIGNATURE	DATE	TELEPHONE NUMBER 704-920-5215
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Jessica Jones	Finance Director	35 Cabarrus Avenue W, Concord NC 28025
SIGNATURE	DATE	TELEPHONE NUMBER 704-920-5222

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603200	Police Grants	\$281,997	306,997	\$25,000
Total				\$25,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4310-5122000	Overtime	\$485,685	510,685	\$25,000
Total				\$25,000

Reason: To appropriate the NC Governor’s Highway Safety Program overtime grant awarded in the amount of \$25,000.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603000	Grant Proceeds	\$0	20,000	\$20,000
Total				\$20,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4520-5299000	Supplies-Departmental	\$284,870	\$20,000	\$304,870
Total				\$20,000

Reason: To appropriate the NC Department of Environmental Assistance & Customer Service award for 2023 Community Waste Reduction & Recycling Grant to be utilized in conjunction with the City Partnership for Stronger Neighborhoods Program grant awarded in the amount of \$20,000.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2023, by The Mooresville Group, LLC, a North Carolina limited liability company, whose principal address is 1204 Wareham Court, Charlotte, NC 28207 (hereinafter referred to as “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 1002 Holden Avenue SW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5527-42-8038. Being the land conveyed to Grantor by deed recorded in Book and Page 15285/258 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property include (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely an Underground Detention basin and an ADS Bay Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (ii) Grantor’s dedication of non-exclusive access easements to the City, as described in this Agreement, for inspection and maintenance of the Stormwater

Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, perpetual, and irrevocable right and non-exclusive easements in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM EASEMENT EXHIBIT FOR MARK OIL BP" and labeled "12,613 SF SCM Access & Maintenance Easement to City of Concord"** for the purpose of inspection and maintenance of the Stormwater Control Measures (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 Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit "A" titled "SCM EASEMENT EXHIBIT FOR MARK OIL BP" and labeled "12,613 SF SCM Access & Maintenance Easement to City of Concord"** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of 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 Underground Detention basin and ADS Bay Filter Inspection and Maintenance Plans 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 entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and 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 SCMs and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Inspection and Maintenance Plans.

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

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCMs, 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 Plans and as provided in the NC DENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of any portion 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 Plans, 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 SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in their 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 easements granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG _____."** shall be inserted by 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(ies) hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), 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 do covenant that Grantor is seized of said premises in fee and have the right to convey the same, that except as set forth below the same are free from encumbrances and that 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.

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

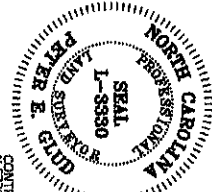
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER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

FIELD SURVEY CERTIFICATION STATEMENT:

Peter E. Glud
 as a duly licensed Professional Land Surveyor in the State of North Carolina, hereby certify that the SCM EXHIBIT data shown on this drawing, obtained under my supervision, is an accurate and complete representation of what was constructed in the field and that the physical dimensions shown are thus as-built conditions, except otherwise noted hereon.



NOMENCLATURE:

- D.B. - DEED BOOK
- P.B. - PLAT BOOK
- P.C. - PAGE
- A.C. - ACRES
- R.P.O.B. - REFERENCE POINT OF BEGINNING
- T.P.O.B. - TRUST POINT OF BEGINNING
- S.C.M. - STORMWATER CONTROL MEASURE

CURVE CHART

BEARING	CHORD	RADIUS
C1 N86°29'27"E	56.51 CH.	RAD=272.01'
C2 S73°42'44"E	74.82 CH.	RAD=378.91'
C3 S89°35'11"E	108.20 CH.	RAD=537.91'
C4 N24°40'12"E	48.72 CH.	RAD=2274.07'

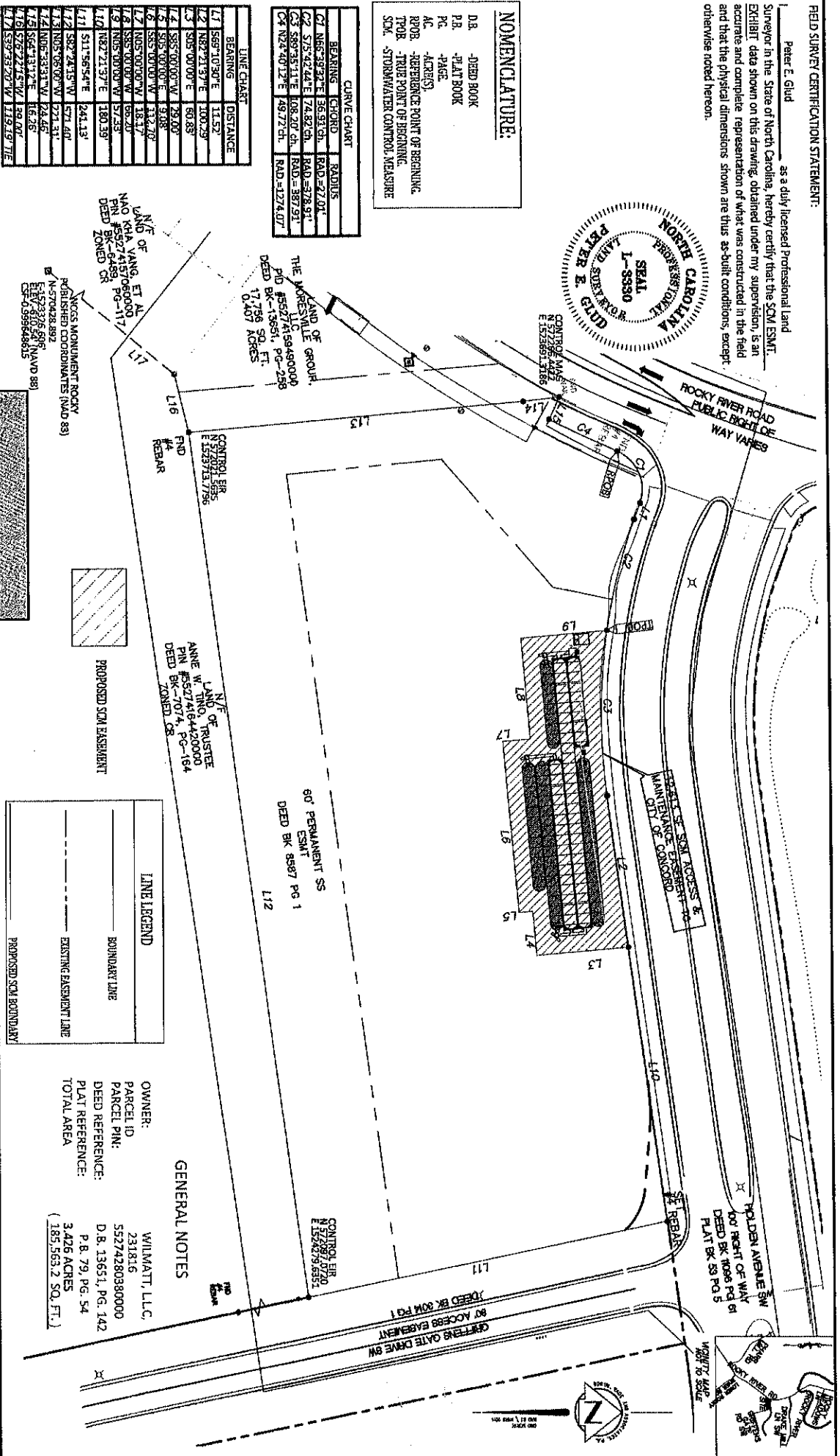
LINE CHART

BEARING	DISTANCE
L1 S66°10'30"E	115.2'
L2 N89°21'37"E	100.29'
L3 S85°00'00"E	60.83'
L4 S85°00'00"W	29.00'
L5 S85°00'00"W	19.08'
L6 S85°00'00"W	11.27'
L7 N05°00'00"W	16.20'
L8 S85°00'00"W	57.35'
L9 N05°00'00"W	180.39'
L10 N82°21'37"E	244.13'
L11 S115°56'47"E	571.40'
L12 S82°24'15"W	721.31'
L13 N05°06'30"W	24.45'
L14 S86°43'14"E	16.35'
L15 S76°22'14"W	19.00'
L16 S59°29'29"W	119.19'

SCM EASEMENT EXHIBIT FOR
 MARK OIL BP
 1002 HOLDEN AVE. SW
 CABARRUS TOWNSHIP, CABARRUS COUNTY
 CONCORD, NORTH CAROLINA

D R A F T

BVA Engineers, Planners, Surveyors
 Bornum, Wade and Associates, P.A.
 811 Depot Road, Suite 101, Concord, NC 28021-2711
 Phone: 352-750-0711 Fax: 352-750-5713
 DATE: 5/17/2023
 SCALE: 1"=60'



LANE LEGEND

	BOUNDARY LINE
	EXISTING EASEMENT LINE
	PROPOSED SCM BOUNDARY

GENERAL NOTES

OWNER: WILMATT, LLC
 231816
 PARCEL ID: 55274280380000
 DEED REFERENCE: D.B. 13651, PG. 142
 PLAT REFERENCE: P.B. 79, PG. 54
 TOTAL AREA: 3.426 ACRES
 (185,553.2 SQ. FT.)

60' PERMANENT SS
 ESMT
 DEED BK 8587 PG 1
 L12

CONTROL MARKS
 N 57°28'17.00"E
 E 152°57'13.7756"

N/E OF LAND OF ANNE W. TRUSTEE
 PIN #5274280380000
 DEED BK 8587 PG 1
 ZONED CR

N/E OF LAND OF THE MOOREVILLE GROUP
 PIN #5274280380000
 DEED BK 13651, PG 142
 ZONED CR

N/E OF LAND OF THE MOOREVILLE GROUP
 PIN #5274280380000
 DEED BK 13651, PG 142
 ZONED CR

N/E OF LAND OF THE MOOREVILLE GROUP
 PIN #5274280380000
 DEED BK 13651, PG 142
 ZONED CR

PROPOSED SCM BOUNDARY

PROPOSED SCM EASEMENT

PROPOSED SCM BOUNDARY





ADS BayFilter Inspection and Maintenance Plan

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

Important inspection and maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the BayFilter.
- The sedimentation chamber or forebay will be cleaned out whenever sediment depth exceeds 6 inches.

The BayFilter system will be inspected **quarterly**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

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

SCM element:	Potential problem:	How I will remediate the problem:
Entire SCM	Trash/debris is present.	Remove the trash/debris.
Adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
Flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment offsite.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.
BayFilter Cartridges	Cartridges not performing as designed – see ADS I&M document to determine if cartridge maintenance is required.	Replace cartridges per manufacturer’s recommendations.
Outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment offsite.
	The outlet device is damaged	Repair or replace the outlet device.
Receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the City of Concord Stormwater Services at 704-920-5555.



Underground Detention Inspection and Maintenance Plan

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

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the Underground Storage.
- Once a year, the tank will be cleaned of all sediment and debris.

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

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

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment offsite.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.
The Storage area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Trash has accumulated.	Remove trash and debris. If access to storage area is necessary for removal, use appropriate safety precautions such as confined entry rules
SCM element:	Potential problem:	How I will remediate the problem:
The outflow spillway and pipe	The pipe is clogged.	Inspect and remove blockage. Inspect storage are for other potential debris.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 7049205360.

Prepared by and Return to Concord City Attorney ROD Box

PIN's: 5630-19-0770, 5630-19-1640,
5630-19-2505 & 5630-19-3602

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 The Salvation Army, a Georgia corporation, whose principal address is Southern Territorial Headquarters, 1424 Northeast Expressway, Brookhaven, GA 30329 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL 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: 45 Ashlyn Drive SE, Concord, NC 28025, Cabarrus County Property Identification Numbers (PINs): 5630-19-0770, 5630-19-1640, 5630-19-2505 and 5630-19-3602. Being the lands conveyed to Grantor by deeds recorded in Books and Pages 12777/96, 12332/19 and 12771/13 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 Dry Extended 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 "The Salvation Army Center of Hope Easement Plat" and labeled "SCM Maintenance & Access Easement 11867.28 sf 0.272 AC"**, 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 "The Salvation Army Center of Hope Easement Plat" and labeled "SCM Maintenance & Access Easement 11867.28 sf 0.272 AC" and "Area Dedicated as R/W 2374.46 sf 0.055 AC"**, 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 Dry Extended 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 entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Dry Extended 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:

The Salvation Army, a Georgia corporation

By: [Signature] Divisional Commander, President

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, Debra L. Walker, a Notary Public of the aforesaid County and State, do hereby certify that Bonnie Kay personally appeared before me this day and acknowledged that he/she is the Divisional Commander President of The Salvation Army, a Georgia corporation and that he/she as Divisional Commander President being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 20th day of June, 2023.

Debra L. Walker
Notary Public
My commission expires: 10-11-2023



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: _____

Prepared by and Return to Concord City Attorney ROD Box

PINs: 4680-71-1123 and 4680-70-0490

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 Westwinds Center, LLC, a Florida limited liability company, whose principal address is 7010 Westwinds Blvd., Concord, NC 28027 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL 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: 7010 and 7550 Westwinds Blvd., Concord, NC 28027, Cabarrus County Property Identification Numbers (PINs): 4680-71-1123 and 4680-70-0490. Being the land conveyed to Grantor by deed recorded in Book and Page 12379/313 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 Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive 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 “Easement Exhibit” and labeled “Stormwater Control Measure Access and Maintenance Easement 0.655 AC. (TOTAL) 0.508 AC.” and “Stormwater Control Measure Access and Maintenance Easement 0.147 AC.”**, 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 “Easement Exhibit” and labeled “Stormwater Control Measure Access and Maintenance Easement 0.655 AC. (TOTAL) 0.508 AC.” and “Stormwater Control Measure Access and Maintenance Easement 0.147 AC.”** as well as **direct access from West Winds Blvd (60’ Public R/W) M.B. 36, PG. 21**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further, except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

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

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

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

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

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the 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 whatsoever.

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

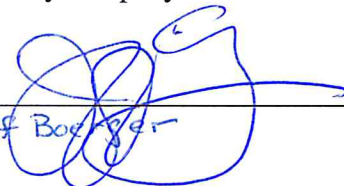
The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

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:

Westwinds Center, LLC, a Florida limited liability company

By: , Manager/Member
Jeff Boedger

~~VOLUSIA~~
~~CABARRUS COUNTY~~
~~STATE OF NORTH CAROLINA~~ FLORIDA

I, Brenda Ann Teehan, a Notary Public of the aforesaid County and State, do hereby certify that Jeff Boedger personally appeared before me this day and acknowledged that he/she is the Manager/Member of Westwinds Center, LLC, a Florida limited liability company and that he/she as Manager/Member being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 27 day of June, 2023.

Brenda Ann Teehan
Notary Public
My commission expires: 1-22-2026



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: _____

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 Kroger Fulfillment Network, LLC, an Ohio limited liability company, whose principal address is 1014 Vine St., Cincinnati, OH 45202 (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: 227 NC HWY 49, Concord, NC 28025, Cabarrus County Property Identification Number (PIN): 5539-42-3541. Being the land conveyed to Grantor by deed recorded in Books and Pages 15714/327 and 15714/331 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 “Exhibit A Easement Survey of FC 11 Project Independence Prepared for Kroger Fulfillment Network LLC” and labeled “New Variable Width Stormwater Control Measure Maintenance Easement (2.489 Acres)” (Sheet 1 of 7, Sheet 3 of 7 and Sheet 4 of 7 (Line Table Sheet 6 of 7 and 7 of 7 and Curve Table Sheet 7 of 7))**, 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 “Exhibit A Easement Survey of FC 11 Project Independence Prepared for Kroger Fulfillment Network LLC” and labeled “New Variable Width Public Sewer and Stormwater Control Measure Access Easement (1.813 Acres)” (Sheet 1 of 7, Sheet 2 of 7, Sheet 3 of 7 and Sheet 4 of 7 (Line Table Sheet 6 of 7 and 7 of 7 and Curve Table Sheet 7 of 7))**, 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 entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the 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:

Kroger Fulfillment Network, LLC, an Ohio 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 Kroger Fulfillment Network, LLC, an Ohio limited liability company and that he/she as _____ President 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: _____



MEMORADUM

DATE: Tuesday, June 20, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Annsborough Park PH 1 MP 1
 PROJECT NUMBER: 2019-048
 DEVELOPER: M/I Homes of Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-25, 112-114, 125-126
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Saturday, July 13, 2024

Water Infrastructure	Quantity
12-inch in LF	2145.00
12-inch Valves	2
8-inch in LF	1527.00
8-inch Valves	2
6-inch in LF	340.00
6-inch Valves	3
2-inch in LF	355.00
Hydrants	8

Sanitary Sewer Infrastructure	Quantity
18-inch in LF	173.00
15-inch in LF	257.00
12-inch in LF	6457.00
8-inch in LF	3204.00
Manholes as EA	52



MEMORADUM

DATE: Monday, June 12, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Cumberland Subdivision
 PROJECT NUMBER: 2020-070
 DEVELOPER: Niblock Homes, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 19-37, 87-106
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Saturday, July 13, 2024

Water Infrastructure	Quantity
8-inch in LF	1076.00
8-inch Valves	3
2-inch in LF	479.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1609.00
Manholes as EA	9



MEMORADUM

DATE: Wednesday, June 14, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 Odell School Landings Off-Site Public 8-inch Sewer
 Main
 PROJECT NAME:
 PROJECT NUMBER: 2015-057
 DEVELOPER: Kannapolis ODS, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Saturday, July 13, 2024

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	905.00
Manholes as EA	3



MEMORADUM

DATE: Friday, June 09, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Piper Landing Subdivision PH 1 MP 2
 PROJECT NUMBER: 2020-017
 DEVELOPER: M/I Homes of Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-6, 209-221
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Saturday, July 13, 2024

Water Infrastructure	Quantity
8-inch in LF	1716.00
8-inch Valves	8
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1530.00
Manholes as EA	11



MEMORADUM

DATE: Tuesday, June 27, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Sherwood Hills Sewer
 PROJECT NUMBER: 2021-047
 DEVELOPER: Charlotte Commercial Partners, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: 1-7
 INFRASTRUCTURE TYPE: Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Saturday, July 13, 2024

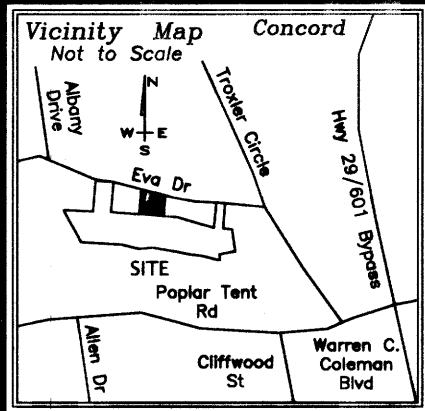
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	155.00
Manholes as EA	2



MEMORADUM

DATE: Wednesday, June 7, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Kensley East Subdivision
 PROJECT NUMBER: 2021-023
 DEVELOPER: Niblock Homes, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Friday, July 12, 2024

Street	Length in LF	ROW in FT	Plat
Crenshaw Place NW	549.00	50.00	Final Plat
Total	549.00		



Surveyor Notes:

- * No NCGS Monument location within 2000'
- * This property is subject to all easements, right-of-ways and restrictions of record.
- * This property does not lie within a special Flood Hazard Area, as shown on FEMA Flood Insurance Rate Map 3710561100K dated November 16th, 2018.
- * Tax Parcel #5611-50-6377
- * Current Zoning = RV-CD
- * Setbacks Per Zoning:
Front = 24' (or 20' if the Garage is recessed by at least 4 feet behind the front plane of the main structure)
Side = 7'
Side Street = 24'
Rear = 25'
- * See Lot #9 for Typical Lot Setbacks
- * Max Building Height = 35'
- * Total Site Acreage = 5.945 Acres (258,953 SF)
- * One parcel existed before this subdivision
- * 13 Residential Lots are created on this plat
3,998 Acres (174,131 SF) are included in these 13 Lots
- * One New Street is created on this plat:
Crenshaw Place = 549 Linear Feet
0.717 Acres (31,239 SF) is included in the new R/W
- * 3 Common Open Space Lots are created on this plat
0.847 Acres (36,901 SF) are included in these 3 COS Lots
- * 3 Common Open Space Lots are created on this plat
- * 1 Stormwater Control Measure (SCM) Easement and Access/Maintenance is created on this plat and is recorded in DB 15590 PG 145
- * 0.155 Acres (6,764 SF) are dedicated as Public R/W along Eva Drive
- * City Sewer & Water available to property.
- * This property does not lie within a regulated watershed
- * Any movement of existing electric utilities can be at owners/developers cost.
- * A 5' Public Utility and Access Easement run along all property frontage lines/right-of-way.
- * Storm Water-Water Quality: Stormwater and detention will be provided in accordance with Article 4 - Section 4.4 of the City of Concord Development Ordinance and in addition stormwater detention will be provided to discharge at a rate equal to or less than the pre-development discharge rate of the 100 year 24 hour storm event.
- * Common Open Space Lots will be owned and maintained by the Kensley Homeowners Association, Inc.
- * Impervious area allowed per lot = 6,341 SF
- * All PSDE's (Private Storm Drainage Easements) will be maintained by the Homeowners Association of homeowners.

RV-CD Zoning Dimensional Standards	
Variance Case # Z (CD)-15-20	
Minimum Front Setback =	24'
Minimum Side Setback =	7'
Minimum Side Street Setback =	24'
Minimum Rear Setback =	25'

Impervious Area Calculations Per Lot	
Item	SF
House	3,850
Driveway	2,000
Sidewalk in Lot	171
Patio	120
Misc	200
Total	6,341

Impervious Area Calculations For Site	
Item	SF
Driveways in RW (171 SF x 13)	2,223
Roads	16,672
Sidewalks in RW	7,100

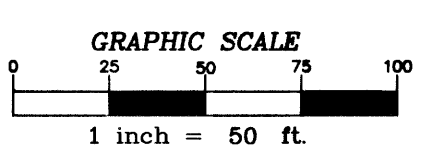
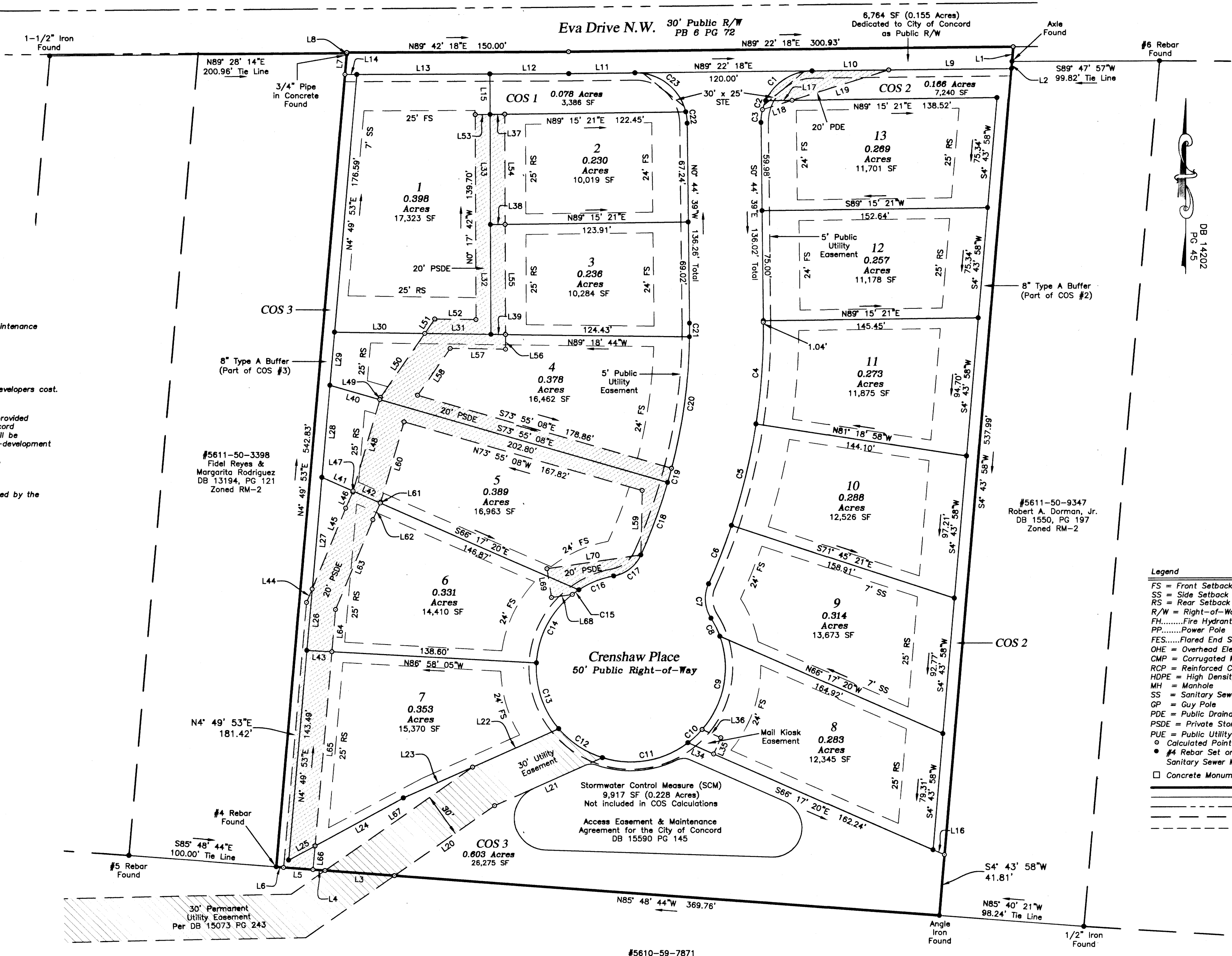
Open Space Calculations	
Item	SF
Open Space Required - 10%	25,208
Open Space Provided - 15%	36,901

Impervious Area Allowed & Used	
Item	SF
Total Site Acreage	258,953
Impervious Area Allowed - 70%	181,267
Estimated Impervious Used - 47%	122,443

I, Thomas E. Williams, Certify that this Plat was drawn under my supervision from an actual survey made under my supervision, (Deed Description recorded in Deed Book 14202 Page 45; that the Ratio of Precision is 1 : 20,000+ as calculated; that the boundaries not surveyed are shown as broken lines plotted from information as referenced herein; that this Plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and Official Seal this the 4th day of January, 2022.

I hereby Certify that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

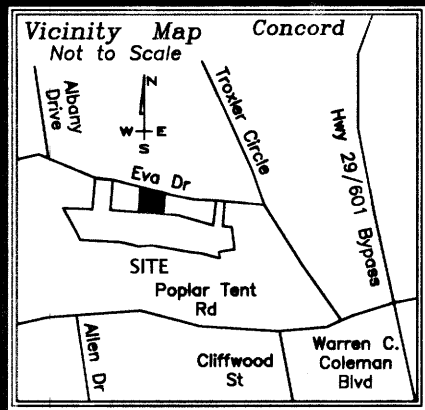
Thomas Williams
N. C. Professional Land Surveyor L-4718



FILED Jan 25, 2022 10:41 am
BOOK 00090
PAGE 0093 THRU 0093
INSTRUMENT # 02682
EXCISE TAX \$0.00

FILED
CABARRUS COUNTY NC
WAYNE NIXON REGISTER OF DEEDS

Final Subdivision Plat for Kensley East Subdivision
Township #2, Concord, Cabarrus County, N.C.
Scale 1" = 50' - Date of Plat October 19th, 2021
Sheet 1 of 2
Parcel #5611-50-6377, Deed Book 14202 Page 51
Current Owner: Niblock Homes, LLC
759 Concord Parkway North, Suite 20, Concord, NC 28027
PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING - SURVEYING - PLANNING
125 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115
Phone (704) 664-7888 Fax (704) 664-1778



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.
Greg Bell (AB) 1/25/22
Review Officer Date

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 Kensley East Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on Jan 10, 2022.
[Signature] 1/26/22
Development Services Director Date

Certificate of Streets, Water and Sewer System Approval or Other Improvements
I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management Practices" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specifications and standards of Concord and the State of North Carolina.
M. S. [Signature] 1/24/22
Director of Engineering Date

I, Thomas E. Williams, certify that this Plat was drawn under my supervision from an actual survey made under my supervision. (Deed Description recorded in Deed Book 14202 Page 45; that the Ratio of Precision is 1 : 20,000+ as calculated, that the boundaries not surveyed are shown as broken lines plotted from information as referenced herein; that this Plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and Official Seal this the 4th day of January, 2022.
I Herby Certify that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
Thomas Williams
N. C. Professional Land Surveyor L-4718



- Surveyor Notes:
* No NCGS Monument location within 2000'
* This property is subject to all easements, right-of-ways and restrictions of record.
* This property does not lie within a special Flood Hazard Area, as shown on FEMA Flood Insurance Rate Map 3710561100K dated November 16th, 2018.
* Tax Parcel #5611-50-6377
* Current Zoning = RV-CD
* Setbacks Per Zoning:
Front = 24' (or 20' if the Garage is recessed by at least 4 feet behind the front plane of the main structure)
Side = 7'
Side Street = 24'
Rear = 25'
* See Lot #9 for Typical Lot Setbacks
* Max Building Height = 35'
* Total Site Acreage = 5.945 Acres (258,953 SF)
* One parcel existed before this subdivision
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* 1 Stormwater Control Measure (SCM) Easement and Access/Maintenance is created on this plat and is recorded in DB 15590 PG 145
* 0.155 Acres (6,764 SF) are dedicated as Public R/W along Eva Drive
* City Sewer & Water available to property.
* This property does not lie within a regulated watershed
* Any movement of existing electric utilities can be at owners/developers cost.
* A 5' Public Utility and Access Easement run along all property frontage lines/right-of-way.
* Storm Water-Water Quality, Stormwater and detention will be provided in accordance with Article 4 - Section 4.4 of the City of Concord Development Ordinance and in addition stormwater detention will be provided to discharge at a rate equal to or less than the pre-development discharge rate of the 100 year 24 hour storm event.
* Common Open Space Lots will be owned and maintained by the Kensley Homeowners Association, Inc.
* Impervious area allowed per lot = 6,341 SF
* All PSDE's (Private Storm Drainage Easements) will be maintained by the Homeowners Association or homeowners.

Line Table with columns: Line, Direction, Length. Rows L1 through L25.

Line Table with columns: Line, Direction, Length. Rows L26 through L50.

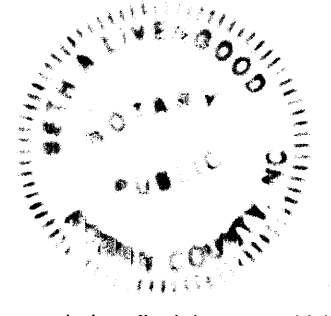
Line Table with columns: Line, Direction, Length. Rows L51 through L70.

Curve Table with columns: Curve, Radius, Length, Chord Direction, Chord Length. Rows C1 through C23.

Certificate of Conformity with Plans and Specifications
City of Concord
Kensley East Subdivision
Name of Subdivision
Crenshaw Place
Name of Streets in Subdivision
Niblock Homes, LLC
Subdivider
I hereby, to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the 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 civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.
Signature: Donald L. Munday
Donald L. Munday - Registered Professional Engineer
012327 01/14/2022
Registration No. Date

RV-CD Zoning Dimensional Standards
Variance Case # Z (CD)-15-20
Minimum Front Setback = 24'
Minimum Side Setback = 7'
Minimum Side Street Setback = 24'
Minimum Rear Setback = 25'

State of North Carolina,
County of Cabarrus
I, Walter L. [Signature], a Notary Public of the County and State Aforesaid, Certify that Donald L. Munday, Registered Professional Engineer, appeared before me this Day and Acknowledged the Execution of the Foregoing Instrument.
Witness my Hand and Official Stamp and Seal.
This 4 Day of January, 2022.
Notary Public: Walter L. [Signature]
My Commission Expires: 12/15/2023



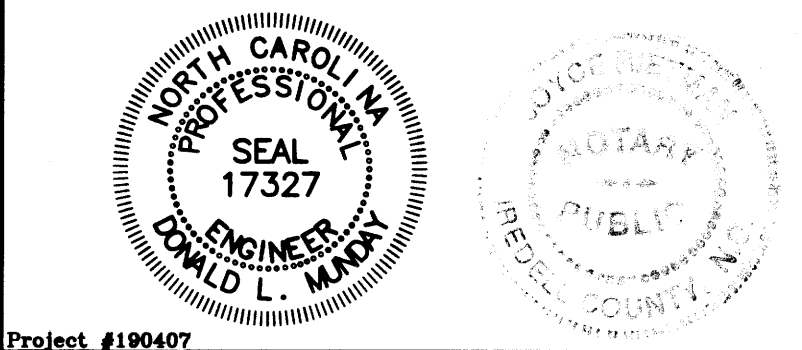
Certificate of Ownership and Offer of Dedication.
I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.
William Niblock 1/15/22
Owner - William Niblock Date
Niblock Homes, LLC

North Carolina
County of Rowan
I, Beth A. Livingston, notary public for said county and State, do hereby certify that William Niblock, of Niblock Homes, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official seal, this the 5th day of January, 2022.
My commission expires: 07/23/24
Beth A. Livingston

FILED Jan 25, 2022 10:41 am
BOOK 00090
PAGE 0094 THRU 0094
INSTRUMENT # 02683
EXCISE TAX \$0.00
FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

Certificate of Acceptance of Offer of Dedication
I hereby certify that the City Council accepted the offers of dedication shown on this plat at a meeting of the City Council held on Nov 10, 2021.
Kim G. Deam 1-7-22
City Clerk Date

Final Subdivision Plat for
Kensley East Subdivision
Township #2, Concord, Cabarrus County, N.C.
Scale 1" = 50' - Date of Plat October 19th, 2021
Sheet 2 of 2
Parcel #5611-50-6377, Deed Book 14202 Page 51
Current Owner: Niblock Homes, LLC
759 Concord Parkway North, Suite 20, Concord, NC 28027
PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING - SURVEYING - PLANNING
125 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115
Phone (704) 664-7888 Fax (704) 664-1778



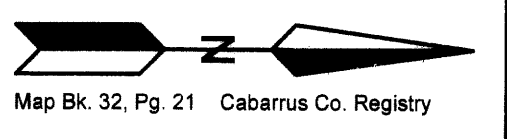
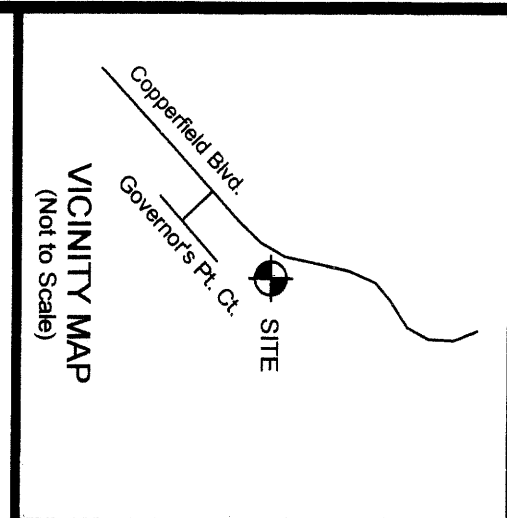


MEMORADUM

DATE: Tuesday, June 6, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Copperfield Phase 2
 PROJECT NUMBER: 2005-065
 DEVELOPER: Copperfield, Inc.
 COUNCIL ACCEPTANCE DATE: Thursday, July 13, 2023
 ONE-YEAR WARRANTY DATE: Friday, July 12, 2024

Street	Length in LF	ROW in FT	Plat
Northeast Gateway Ct NE	270.00	Varies	
Total	270.00		

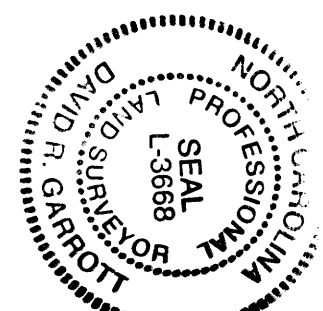
* Distance is Scaled dimension from GIS



LINE	BEARING	DISTANCE
L1	S 48°42'35" E	60.25'
L2	S 70°08'43" E	25.97'
L3	S 47°41'43" W	58.82'
L4	N 81°42'01" E	42.43'
L5	S 36°42'01" W	59.83'
L6	N 31°30'40" E	45.71'
L7	S 87°02'18" E	30.92'
L8	S 81°16'40" E	74.33'
L9	N 58°09'19" E	45.81'
L10	S 34°48'03" E	41.29'
L11	N 81°19'40" W	67.82'
L12	N 75°37'02" W	30.47'
L13	S 36°18'58" E	20.71'
L14	S 30°36'19" E	22.02'
L15	S 70°34'17" E	38.15'
L16	S 14°23'41" W	35.36'
L17	S 30°36'19" E	27.02'
L18	S 24°53'41" E	20.61'

- LEGEND**
- RW - Right of Way
 - EIP - Existing Iron Pin
 - NP - New Iron Pin
 - CP - Calculated Point
 - Adjoining Property Lines
 - Flood Line
 - River Stream Overlay
 - Utility Easement Lines
 - Buffer Lines
 - Setback Lines
 - D - Transformers
 - o - Set 1/2" Rebar

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	39.33'	35.40'	N 03°09'42" W
C2	890.00'	473.82'	468.05'	N 21°28'43" E
C3	810.00'	751.56'	724.89'	S 32°49'14" W
C4	1048.94'	78.33'	78.31'	N 34°36'11" E
C5	998.94'	63.96'	63.95'	N 34°54'29" E
C6	322.50'	89.07'	88.99'	S 41°56'51" W
C7	277.50'	50.83'	50.76'	S 41°56'51" W
C8	29.50'	50.84'	44.78'	N 02°10'21" W
C9	122.50'	21.58'	21.58'	N 02°10'21" W
C10	131.23'	51.03'	50.71'	N 78°41'20" W
C11	182.79'	36.45'	36.38'	N 58°49'20" W
C12	172.50'	36.45'	50.72'	N 58°49'20" W
C13	29.50'	61.04'	92.69'	N 27°56'03" E
C14	140.50'	94.46'	232.83'	S 21°32'09" W
C15	522.50'	234.60'	212.60'	S 21°32'09" W
C16	477.50'	138.96'	173.34'	N 11°58'17" E
C17	177.50'	184.59'	173.34'	N 11°58'17" E
C18	222.50'	60.69'	60.39'	N 26°24'11" W
C19	175.39'	88.32'	68.06'	N 16°23'28" W
C20	227.17'	88.32'	122.26'	N 14°39'56" E
C21	890.00'	122.36'	122.26'	N 14°39'56" E



I, David R. Garrott, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book 618, page 376, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 618, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 28th day of January, A.D., 2009.

- I also certify to one or more of the following as indicated:
- A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land.
 - B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
 - C. That this plat is of an existing parcel(s) of land.
 - D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision.
 - E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

David R. Garrott, P.L.S. #3668
 Director of Development Services
 Date: 2/27/09

REVIEW OFFICERS CERTIFICATE

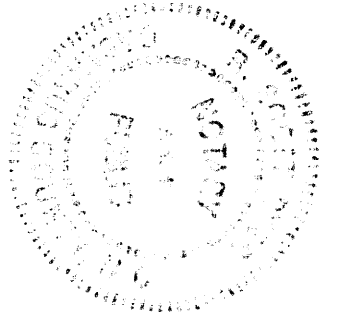
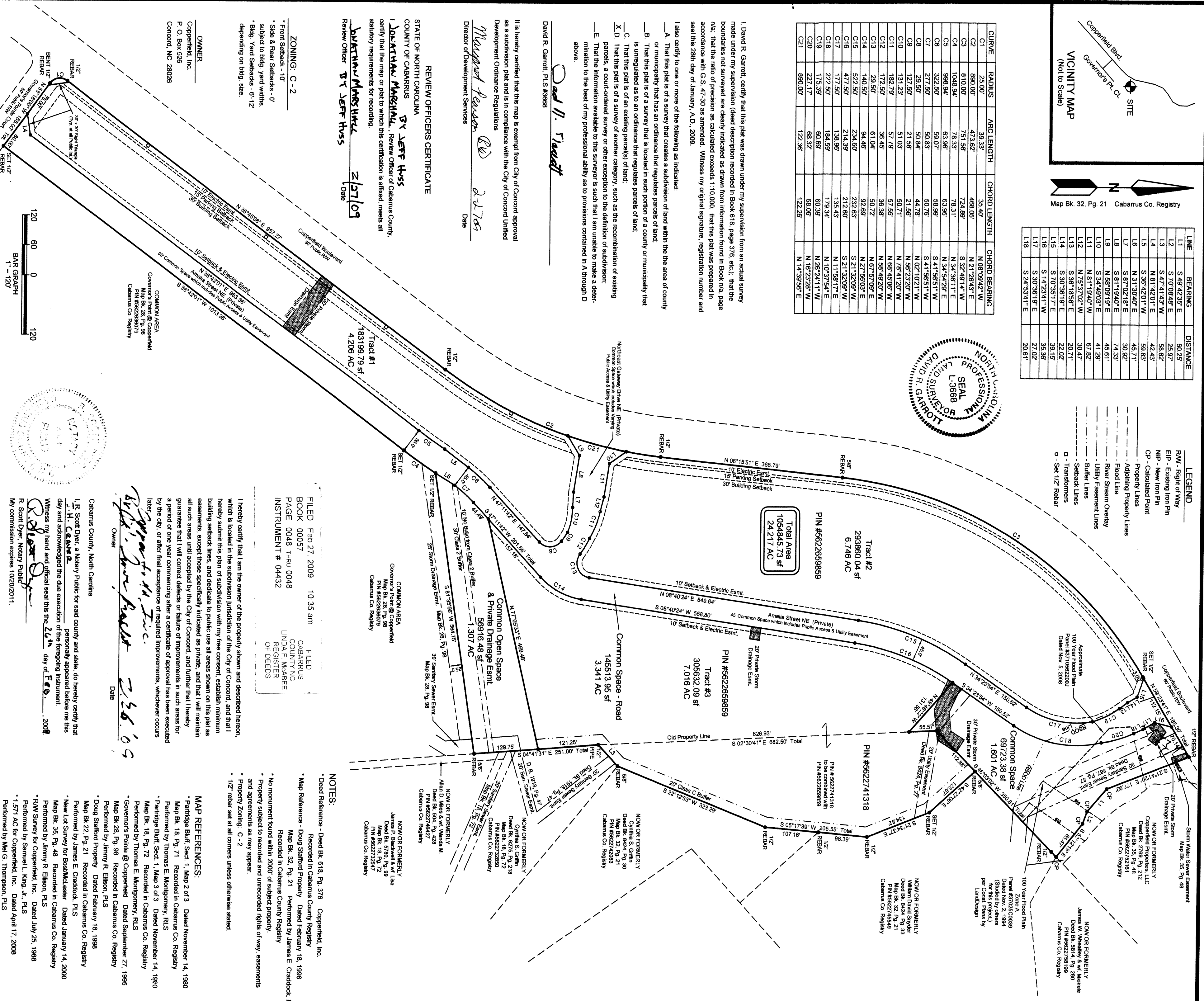
STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS
 I, DAVID H. MASHALL, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

Signature: DAVID H. MASHALL
 Review Officer: BY JEFF HVSS
 Date: 2/27/09

- ZONING: C-2**
- * Front Setback - 10'
 - * Side & Rear Setbacks - 0'
 - * Subject to bldg. yard widths
 - * Bldg. Yard Setbacks - 6'-12' depending on bldg. size.

OWNER
 Copperfield, Inc.
 P. O. Box 526
 Concord, NC 28026

COMMON AREA
 Governor's Point @ Copperfield
 Map Bk. 28, Pg. 98
 PIN #5622358079
 Cabarrus Co. Registry



I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as easements, except those specifically indicated as private, and 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 a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

Signature: James E. Craddock
 Notary Public
 Date: 2/26/09

FILED Feb 27, 2009 10:35 am
 CABARRUS COUNTY NC
 LINDA F. MCABEE
 REGISTER OF DEEDS
 INSTRUMENT # 04432

- NOTES:**
- * Deed Reference - Deed Bk. 618, Pg. 376 Copperfield, Inc. Recorded in Cabarrus County Registry
 - * Map Reference - Doug Stafford Property Dated February 18, 1998 Map Bk. 32, Pg. 21 Performed by James E. Craddock, P.L.S. Recorded in Cabarrus County Registry
 - * No monument found within 2000' of subject property.
 - * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
 - * Property Zoning: C-2
 - * 1/2" rebar set at all corners unless otherwise stated.
- MAP REFERENCES:**
- * Partridge Bluff, Sect. 1, Map 2 of 3 Dated November 14, 1980 Map Bk. 18, Pg. 71 Recorded in Cabarrus Co. Registry
 - * Performed by Thomas E. Montgomery, P.L.S.
 - * Partridge Bluff, Sect. 1, Map 3 of 3 Dated November 14, 1980 Map Bk. 18, Pg. 72 Recorded in Cabarrus Co. Registry
 - * Performed by Thomas E. Montgomery, P.L.S.
 - * Governor's Point @ Copperfield Dated September 27, 1995 Map Bk. 28, Pg. 98 Recorded in Cabarrus Co. Registry
 - * Performed by Jimmy R. Elison, P.L.S.
 - * Doug Stafford Property Dated February 18, 1998 Map Bk. 22, Pg. 21 Recorded in Cabarrus Co. Registry
 - * Performed by James E. Craddock, P.L.S.
 - * New Lot Survey for Boswell, Dated January 14, 2000 Map Bk. 35, Pg. 48 Recorded in Cabarrus Co. Registry
 - * Performed by Jimmy R. Elison, P.L.S.
 - * RAW Survey for Copperfield, Inc. Dated July 25, 1998 Performed by Samuel L. King, Jr., P.L.S.
 - * 1,571 AC for Copperfield, Inc. Dated April 17, 2008 Performed by Mel G. Thompson, P.L.S.

Prepared for: **Copperfield, Inc.**

Copperfield Phase II

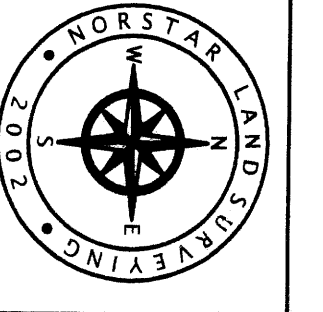
City of Concord Township #4 & #12 Cabarrus County, NC

RECOMBINATION PLAT

NORSTAR LAND SURVEYING, INC.
 192-A N. CHURCH STREET
 CONCORD, NC 28025
 PH 704 721 6651
 FAX 704 721 6653

DATE: December 29, 2008
 SCALE: 1" = 120'
 NLS NO.: 08148
 DRAWN BY: S. Dyer
 CHECKED BY: D. Garrott

SHEET 1 OF 1



- (8) The penalties and costs herein provided shall be imposed by the Customer Service Manager or his/her designated agent.
- (9) Any person upon whom any penalties and/or costs are imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
- (10) Any person upon whom any penalty and/or costs are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
- (11) If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100 plus the damages, usage and reconnection fee.

Water and Wastewater Utilities

WATER CONNECTION CHARGES

(Applicable to Residential, Commercial, Institutional and Industrial Customers)

Residential Charges: Residential charges are comprised of a system development fee, installation fee, and meter fee. Residential charges do not apply to hotels, motels, resorts, and campgrounds; commercial charges shall apply to these facilities.

System Development Fee (SDF):	\$1,262.00 per residential unit \$1,088.00 per ERU - Multi-Family \$1,632.00 per ERU - Single-Family
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Note: A residential unit includes each dwelling separately owned, sold, or leased, regardless of if the unit is metered individually or if the residential development is master metered. For example, a residential unit includes, and a residential system development fee applies to, each and every apartment unit, both units of a duplex, each single-family home, each mobile home, etc.

Notes:

- **MULTI-FAMILY DWELLING - A structure arranged, designed, and intended to be the residence of more than one family, with each family having independent cooking and bathing facilities.**
- **SINGLE-FAMILY RESIDENTIAL DWELLING - A separately owned residence for use by one family as a housekeeping unit with space for eating, living, and permanent provisions for cooking and sanitation. (See NCGS § 87-15.5).**

Installation and Meter Fee

Installed by Concord Utilities on existing City-owned water mains*

Meter Size	Charge
¾"	\$1,327.00 (\$1,134 installation plus \$193 meter)
1"	\$1,656.00 (\$1,261 installation plus \$395 meter)
2"	\$2,639.00 (\$1,865 installation plus \$774 meter)

Install by others on water main extensions not yet owned by the City of Concord

Meter Size	Charge
¾"	\$ 193.00 purchased from City of Concord
1"	\$ 395.00 purchased from City of Concord
2"	\$ 774.00 purchased from City of Concord
Greater than 2"	At cost - must be provided by applicant according to City Specifications

Irrigation Services: ALL Irrigation services and Meter Charges (residential, commercial, institutional, and industrial) shall be charged the same as listed under the non-residential charges below.

Non-Residential Charges

Installed by Concord Utilities on existing City-owned water mains*

Meter Size	Connection Charge
¾"	\$2,959.00 (\$1,632 SDF + \$1,134 installation + \$193 meter)
1"	\$4,375.00 (\$2,719 SDF + \$1,261 installation + \$395 meter)
2"	\$11,341.00 (\$8,702 SDF + \$1,865 installation + \$774 meter)

Install by others on water main extensions not yet owned by the City of Concord

Meter Size	Connection Charge (includes meter fee)
¾"	\$1,825.00 (\$1,632 SDF plus \$193 meter)
1"	\$3,114.00 (\$2,719 SDF plus \$395 meter)
2"	\$9,476.00 (\$8,702 SDF plus \$774 meter)

Install by others on existing City-owned water mains or on water main extensions not yet owned by the City of Concord

Meter Size	SDF Charge (excludes meter fee)
4"	\$27,195.00
6"	\$54,389.00
8"	\$87,023.00
10"	\$228,434.00
12"	\$288,262.00

*Notes

- Connections installed by others must be licensed utility contractors approved by the Water Resources Director or designee.
- All meters greater than 2" must meet City of Concord specifications and should be approved by the applicant.
- Dedicated fire protection connections are exempt from water connection charges; however, potable service connections off the fire line are subject to connection charges.

WATER TREATMENT AND DISTRIBUTION FEES

Base Charge: *(Based on Water Meter Size)*

	Inside City Rate	Outside City Rate
¾"	\$ 4.04	\$ 4.54
1"	\$ 5.76	\$ 6.61
1 ½"	\$ 9.71	\$ 11.35
2"	\$ 14.66	\$ 17.29
3"	\$ 26.28	\$ 31.23
4"	\$ 42.85	\$ 51.11
6"	\$ 83.89	\$ 100.36
8"	\$ 133.34	\$ 159.70
10"	\$ 191.20	\$ 229.13
12"	\$ 355.86	\$ 426.73

Fire Service Availability

4"	\$ 52.01
6"	\$ 94.44
8"	\$ 145.09
10"	\$ 217.72
12"	\$ 334.30

Volume Charges

Residential volume charges inside city:

Block 1 (0-6,000 gallons per month)	\$ 5.47 per 1,000 gallons
Block 2 (6,001 - 8,999 gallons per month)	\$ 7.12 per 1,000 gallons
Block 3 (9,000+ gallons per month) and Irrigation Service	\$ 8.76 per 1,000 gallons

Residential volume charges outside city:

Block 1 (0-6,000 gallons per month)	\$ 6.57 per 1,000 gallons
Block 2 (6,001 - 8,999 gallons per month)	\$ 8.55 per 1,000 gallons
Block 3 (9,000+ gallons per month) and Irrigation Service	\$ 10.52 per 1,000 gallons

Commercial and institutional volume charges inside city:

Commercial/Institutional Service	\$ 5.52 per 1,000 gallons
Commercial/Institutional Irrigation Service	\$ 8.76 per 1,000 gallons

Commercial and institutional volume charges outside city:

Commercial/Institutional Service	\$ 6.63 per 1,000 gallons
Commercial/Institutional Irrigation Service	\$ 10.52 per 1,000 gallons

Industrial volume charges inside city:

Industrial Service	\$ 4.08 per 1,000 gallons
Industrial Irrigation Service	\$ 8.76 per 1,000 gallons

Industrial volume charges outside city:

Industrial Service	\$ 4.90 per 1,000 gallons
Industrial Irrigation Service	\$ 10.52 per 1,000 gallons

Other Industrial Rates set by contract:

Town of Harrisburg - Per Contract	
Monthly Reserved Capacity Charges	\$ 24,677.00
O&M Rate	\$ 3.82 per 1,000 gallons (Required base amount purchased month is set per contract)
City of Kannapolis	\$ 1.52 per 1,000 gallons (Base Charges N/A)
Fire Hydrant Volume Charges	\$ 8.36 per 1,000 gallons
Water Tanker	\$ 8.36 per 1,000 gallons
Water Use Permit for Tank or Tankers	\$ 50.00 annually

Other Volume Charges

Water Usage through Detector Meters on Fire Lines	\$ 4.44 per 1,000 gallons inside rate
	\$ 5.33 per 1,000 gallons outside rate

ECONOMIC DEVELOPMENT RIDER

Availability: This rider is available only at the option and approval of the City Manager to Industrial water users receiving service from the City who average greater than 500,000 gallons per day of water usage.

Application of Credit: Beginning with the Operational Date, a credit based on the percentages below will be applied to the total bill for water use, calculated on the applicable rate schedule.

Months 1 - 12	20%
Months 13 - 24	15%

Months 25 - 36	10%
Months 37 - 48	5%
After Month 48	0%

WASTEWATER CONNECTION CHARGES

(Applicable to Residential, Commercial, Institutional and Industrial Customers)

Residential Charges: Residential charges are comprised of a system development fee and installation fee. Residential charges do not apply to hotels, motel, resorts, and campgrounds; commercial charges shall apply to these facilities.

System Development Fee (SDF):	\$1,135.00 per residential unit
	\$ 662.00 per ERU - Multi-Family
	\$1,159.00 per ERU - Single-Family

Note: A residential unit includes each dwelling separately owned, sold, or leased, regardless of if the unit is metered individually or if the residential development is master metered. For example, a residential unit includes, and a residential system development fee applies to, each and every apartment unit, both units of a duplex, each single family home, each mobile home, etc. For mixed use master metered developments, both the per unit residential fee and the meter size fee should be calculated. The larger of these fees will be charged.

Notes:

- **MULTI-FAMILY DWELLING - A structure arranged, designed, and intended to be the residence of more than one family, with each family having independent cooking and bathing facilities.**
- **SINGLE-FAMILY RESIDENTIAL DWELLING - A separately owned residence for use by one family as a housekeeping unit with space for eating, living, and permanent provisions for cooking and sanitation. (See NCGS § 87-15.5).**

Installation Fee:	
4-inch service	\$1,000.00
6-inch service	\$1,800.00

Non-Residential Charges

Installed by Concord Utilities on existing City-owned sewer mains

4 Inch Sewer Service

Meter Size*

3/4"	Connection Fee \$ 2,159.00 (\$1,159 SDF plus \$1,000 installation)
1"	\$ 2,931.00 (\$1,931 SDF plus \$1,000 installation)
2"	\$ 7,180.00 (\$6,180 SDF plus \$1,000 installation)
4"	\$ 20,313.00 (\$19,313 SDF plus \$1,000 installation)
6"	\$ 39,625.00 (\$38,625 SDF plus \$1,000 installation)
8"	\$ 62,801.00 (\$61,801 SDF plus \$1,000 installation)
10"	\$ 163,227.00 (\$162,227 SDF plus \$1,000 installation)
12"	\$ 205,714.00 (\$204,714 SDF plus \$1,000 installation)

6 Inch Sewer Service

Meter Size*

3/4"	Connection Fee \$ 2,959.00 (\$1,159 SDF plus \$1,800 installation)
1"	\$ 3,731.00 (\$1,931 SDF plus \$1,800 installation)

2"	\$ 7,980.00 (\$6,180 SDF plus \$1,800 installation)
4"	\$ 21,113.00 (\$19,313 SDF plus \$1,800 installation)
6"	\$ 40,425.00 (\$38,625 SDF plus \$1,800 installation)
8"	\$ 63,601.00 (\$61,801 SDF plus \$1,800 installation)
10"	\$ 164,027.00 (\$162,227 SDF plus \$1,800 installation)
12"	\$ 206,514.00 (\$204,714 SDF plus \$1,800 installation)

Installed by others on sewer mains not yet owned by the City of Concord

Meter Size*	Connection Fee (excludes installation fee)
¾"	\$ 1,159.00
1"	\$ 1,931.00
2"	\$ 6,180.00
4"	\$ 19,313.00
6"	\$ 38,625.00
8"	\$ 61,801.00
10"	\$ 162,227.00
12"	\$ 204,714.00

WASTEWATER COLLECTION SYSTEM USE FEES

Base Charge: *(Based on Water Meter Size)*

	Inside City Rate	Outside City Rate
¾"	\$ 3.39	\$ 3.80
1"	\$ 4.80	\$ 5.49
1 ½"	\$ 8.02	\$ 9.35
2"	\$ 12.05	\$ 14.18
3"	\$ 21.51	\$ 25.53
4"	\$ 34.99	\$ 41.71
6"	\$ 68.40	\$ 81.80
8"	\$ 108.65	\$ 130.10
10"	\$ 155.74	\$ 186.61

Volume Charges

Inside City

Water Customers of Concord Utilities	\$ 5.62 per 1,000 gallons per month
Flat-Rate Customers	\$ 27.56 per month

Outside City

Water Customers of Concord Utilities	\$ 6.74 per 1,000 gallons per month
Flat-Rate Customers	\$ 32.78 per month

OTHER CHARGES

Water Meter Protection Plan: High bill assistance due to leaks. Opt Out is available.

Meter Size	Monthly Charge
¾"	\$.50
1"	\$ 1.25
1 ½"	\$ 2.50
2"	\$ 4.00
3"	\$ 8.75
4"	\$ 25.00
6"	\$ 40.00
8"	\$ 70.00
10"	\$ 110.00
12"	\$ 220.00

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	1,113,376	1,115,876	2,500
Total				2,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	0	2,500	2,500
Total				2,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Multi-Cultural Community Student Union.

Adopted this 13th day of July, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **FY24 State Aid.**

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4603400	Future Grants	0	398,000	398,000
451-4603400				
Total				398,000

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6310-5986000				
6310-5986000	Transfer to Aviation	0	398,000	398,000
Total				398,000

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

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

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

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

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **Hangar TaxiLane Rehabilitation.**

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the Federal Aviation Administration.

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

Account	Title	Revenues		
		Current Budget	Amended Budget	(Decrease) Increase
451-4357300				
451-4357300	Federal Aid	14,164,304	14,467,027	302,723
Total				302,723

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

Account	Title	Expenses/Expenditures		
		Current Budget	Amended Budget	(Decrease) Increase
6300-5800442				
6300-5800442	Hangar TaxiLane Rehab	1,413,227	1,715,950	302,723
Total				302,723

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

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

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

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

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Water Projects

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

SECTION 1. The projects authorized and amended are various Water Projects.

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
429-4501620	Transfer from Water	28,336,765	29,736,765	1,400,000
429-4402150	System Devlpmnt Fees	4,261,080	5,149,785	888,705
8700-5811082	Future Projects	3,518,845	4,407,550	888,705
8700-5811352	Chlorine Room Rehab	0	1,400,000	1,400,000

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

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

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**Outstanding Debt of the City of Concord
30-Jun-23**

Series	Revenue Bonds Description	6/30/2023 Principal Outstanding	Final Maturity	Avg Coupon	Use of Proceeds	FYE 2024 Principal Due	FYE 2024 Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	7,690,000	12/1/2028	4.080%	Water/Electric	1,170,000	236,306
Series 2016	Utility System Revenue Bonds-Refunding	15,875,000	12/1/2035	4.684%	Water/Electric/Sewer	905,000	726,125
TOTAL		<u>23,565,000</u>		<u>4.337%</u>		<u>2,075,000</u>	<u>962,431</u>

Series	Non General Obligation Debt Description	6/30/2023 Balance Outstanding	Final Maturity	Interest Rates	Use of Proceeds	FYE 2024 Principal Due	FYE 2024 Interest Due
Series 2014A	Limited Obligation	17,640,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	1,590,000	712,031
11/10/2015	Installment Purchase	3,119,000	5/1/2030	2.420%	Parking Facility-Aviation	414,000	75,480
10/11/2017	Installment Purchase Refunding 07 IPA	2,755,190	11/9/2027	2.040%	***Aviation/Fire Station	640,480	52,915
3/10/2021	Installment Purchase	4,960,000	3/1/2031	1.430%	Fire Station 12	620,000	70,928
11/15/2004	Installment Purchase	318,750	11/15/2024	5.010%	Aviation-Hendrick Hangar	225,000	10,803
TOTAL		<u>28,792,940</u>				<u>3,489,480</u>	<u>922,157</u>
		<u>52,357,940</u>				<u>5,564,480</u>	<u>1,884,588</u>

** City Hall, Police HQ, Telecommunication Equip.

*** Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

Tax Report for Fiscal Year 2022-2023

FINAL REPORT

May

Property Tax Receipts- Munis

2022 BUDGET YEAR	434,692.14
2021	10,984.32
2020	1,725.11
2019	453.35
2018	288.58
2017	275.04
2016	275.04
2015	294.99
2014	654.31
2013	299.47
Prior Years	1,376.86
Interest	26,431.95
Refunds	
	<u>477,751.16</u>

Vehicle Tax Receipts- County

2022 BUDGET YEAR	546,391.57
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	251.29
Penalty & Interest	7,110.78
Refunds	
	<u>553,753.64</u>

Fire District Tax - County

2021 BUDGET YEAR	4246.12
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>1,035,750.92</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	38,266.18
100:Vehicle Tag Fee	155,322.65
630:Vehicle Tag Fee-Transportation Fund	38,266.18
Less Collection Fee - Transit	

Net Vehicle Tag Collection	<u>231,855.01</u>
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Privilege License	1,390.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>1,390.00</u>

Oakwood Cemetery current	4,100.00
Oakwood Cemetery endowment	1,150.00
Rutherford Cemetery current	4,116.68
Rutherford Cemetery endowment	933.32
West Concord Cemetery current	2,300.00
West Concord Cemetery endowment	-
Total Cemetery Collections	<u>12,600.00</u>

Total Collections	<u>\$ 1,281,595.93</u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	3,295.58
Discovery Penalty	
Total Amount Invoiced - Monthly	<u>3,295.58</u>
Total Amount Invoiced - YTD	68,250,356.27

Current Year	
Less Abatements (Releases)	
Real	1,603.53
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>1,603.53</u>

Adjusted Amount Invoiced - monthly	1,692.05
Adjusted Amount Invoiced - YTD	68,055,096.75

Current Levy Collected	434,692.14
Levy Collected from previous years	16,627.07
Penalties & Interest Collected	26,431.95
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>477,751.16</u>
Total Collected - YTD	68,122,744.44

Total Collected - net current levy -YTD 67,618,240.01

Percentage of Collected -current levy 99.36%

Amount Uncollected - current year levy 436,856.74

Percentage of Uncollected - current levy 0.64%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of May 2023

RELEASES		
CITY OF CONCORD	\$	1,603.53
CONCORD DOWNTOWN	\$	99.05

REFUNDS		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	0	0	0.0048	0.00	0.00	
2018	0	2,870	2,870	0.0048	13.78	8.27	
2019	0	2,940	2,940	0.0048	14.11	7.06	
2020	0	2,750	2,750	0.0048	13.20	5.28	
2021	0	18,285	18,285	0.0048	87.77	26.34	
2022	0	659,734	659,734	0.0048	3,166.72	633.34	
Total	0	686,579	686,579		\$ 3,295.58	\$ 680.29	
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	402,562	402,562	0.0023	925.89	185.18	
Total	0	402,562	402,562		\$ 925.89	\$ 185.18	

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 5/31/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP INOVA HEALTH SYS 0 6/16/2023	45778PTG4	5,000,000.00	4,936,426.39	6/16/2023	5.095	1.20	3/17/2023	98.728528	16
CP MUFG BANK LTD 0 6/27/2023	62479MTT0	5,000,000.00	4,916,804.17	6/27/2023	4.952	1.20	2/24/2023	98.336083	27
CP CHESHAM FNC 0 6/30/2023	16536JTW7	5,000,000.00	4,934,783.35	6/30/2023	5.228	1.20	3/31/2023	98.695667	30
CP MOUNTCLIFF FDG LLC 0 7/5/2023	62455BU52	5,000,000.00	4,928,933.35	7/5/2023	5.407	1.20	3/31/2023	98.578667	35
CP PEPSICO INC 0 7/10/2023	71344UUA5	5,000,000.00	4,926,425.00	7/10/2023	4.933	1.20	3/23/2023	98.5285	40
CP NATL SEC CLEARING CORP 0 7/20/2023	63763QUL9	5,000,000.00	4,926,388.89	7/20/2023	5.075	1.20	4/5/2023	98.527778	50
CP MUFG BANK LTD 0 8/18/2023	62479MVJ9	5,000,000.00	4,932,661.11	8/18/2023	5.342	1.20	5/18/2023	98.653222	79
CP LLOYDS BANK CORP 0 8/23/2023	53948BVP1	5,000,000.00	4,914,613.89	8/23/2023	5.301	1.20	4/27/2023	98.292278	84
CP NATIXIS NY 0 9/25/2023	63873KWR4	5,000,000.00	4,882,604.17	9/25/2023	5.376	1.19	4/17/2023	97.652083	117
CP ING US FUNDING LLC 0 10/20/2023	45685RXL6	5,000,000.00	4,888,847.22	10/20/2023	5.421	1.19	5/22/2023	97.776944	142
CP AGRICULTURAL BK CHINA NY 0 10/25/2023	00850VXR8	5,000,000.00	4,866,009.70	10/25/2023	5.477	1.19	4/27/2023	97.320194	147
Sub Total / Average Commercial Paper		55,000,000.00	54,054,497.24		5.236	13.19		98.283029	70
FFCB Bond									
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.22	8/10/2020	100	71
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.22	12/22/2020	100	114
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.22	11/30/2020	100	183
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.22	1/19/2021	99.957	233
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.22	3/4/2021	99.8	275
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.85	9/22/2021	99.94	310
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.22	8/19/2021	100	446
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.22	9/11/2020	100	468
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.02	11/12/2021	99.6	509
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.22	12/10/2021	100	558
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.22	4/21/2021	100	691
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.22	9/29/2020	100	852
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.22	12/22/2021	100	936
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.22	12/17/2020	100	1,112
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.22	9/28/2021	100	1,216
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.22	3/30/2020	100	1,399
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.22	3/10/2021	100	1,745
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.22	3/23/2021	100	1,758
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.22	2/16/2021	99.725	2,066
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.21	3/24/2021	99.2	2,115
Sub Total / Average FFCB Bond		97,659,000.00	97,574,262.00		0.785	23.81		99.913614	864
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.22	9/29/2020	100	121
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.22	10/5/2020	99.85	127
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.22	11/27/2020	100	180
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.22	6/9/2021	100	254
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	258
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.22	4/29/2021	100	334

FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.22	5/28/2021	100	359
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.22	5/24/2021	100	359
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.22	6/7/2021	100	373
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.22	7/15/2021	100	411
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.22	7/29/2021	100	425
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.22	8/28/2020	100	454
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.22	1/27/2022	100	607
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.22	1/29/2021	99.98	776
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.22	1/20/2021	99.98	873
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.22	12/30/2020	100	944
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.22	1/29/2021	100	974
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.22	2/17/2021	99.9	993
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.22	3/10/2021	100	1,014
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.22	4/29/2021	100	1,064
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.22	8/28/2020	99.725	1,539
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.22	11/1/2019	100	2,346
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	25.75		100.008318	689
FHLMC Bond									
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.22	12/14/2020	100	197
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.22	12/14/2022	100	380
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.22	6/28/2022	100	394
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.55	9/24/2021	100	425
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.32	3/4/2022	99.386016	623
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.22	12/21/2022	100	660
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.12	12/30/2022	100	761
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.22	6/30/2022	100	761
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.30	8/4/2022	92.438	782
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	846
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.22	11/4/2022	88.468864	846
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	846
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.22	7/14/2020	100	1,140
Sub Total / Average FHLMC Bond		42,606,000.00	42,162,375.72		3.169	10.29		99.051407	622
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	0.97	1/12/2022	99.325	71
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.22	8/17/2020	100	78
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.22	10/27/2020	100	149
FNMA 0.25 11/27/2023	3135G06H1	510,000.00	509,757.66	11/27/2023	0.266	0.12	12/3/2020	99.952483	180
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	180
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.35	2/4/2021	100.157057	180
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.17	12/9/2022	95.751655	180
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.22	12/29/2020	100	212
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.39	6/3/2021	106.058	250
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	398
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	398
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.22	8/28/2020	100	454
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.44	10/6/2021	103.290765	503
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	503
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.22	7/19/2021	99.797	565
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	587
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.31	5/5/2022	93.265273	692
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	748
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	748

FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.22	7/14/2020	100	775
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.22	8/19/2020	100	811
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.22	8/25/2020	100	817
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	817
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.29	1/5/2023	90.313183	891
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	891
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.20	4/5/2023	92.12444	891
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	1,059
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.22	10/29/2020	100	1,247
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.22	11/4/2020	100	1,618
Sub Total / Average FNMA Bond		76,745,000.00	76,106,436.13		1.087	18.57		99.255174	583
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	91,150.58	91,150.58	N/A	4.970	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	18,670,874.62	18,670,874.62	N/A	4.970	4.56	12/31/2005	100	1
NCCMT LGIP	NCCMT271	201,221.17	201,221.17	N/A	4.970	0.05	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		18,963,246.37	18,963,246.37		4.970	4.63		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,359,988.22	15,359,988.22	N/A	4.990	3.75	3/31/2019	100	1
Sub Total / Average Money Market		15,359,988.22	15,359,988.22		4.990	3.75		100	1
Total / Average		411,853,234.59	409,747,217.98		1.994	100		99.519112	565