



# City Council Agenda

Thursday, August 14, 2025

6:00 PM

City Hall

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

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

## **I. Call to Order**

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

## **III. Approval of Minutes**

June 24, July 8, and July 10, 2025.

## **IV. Presentations**

### **1. Presentation of a Resolution in Remembrance of Water Resources Equipment Operator Hunter Hines.**

## **V. Unfinished Business**

## **VI. New Business**

### **A. Informational Items**

### **B. Departmental Reports**

#### **1. Parks and Recreation Bonds Update**

### **C. Persons Requesting to be Heard**

### **D. Public Hearings**

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

#### **1. Consider approving the development agreement with Habitat for Humanity Cabarrus County for the construction of 365 Lincoln Street SW using HOME funds at a cost of \$207,000.**

The City of Concord and Habitat for Humanity Cabarrus County have a well-established partnership of using HOME funds to create stable, affordable housing opportunities for Concord residents. This partnership will continue this focus with the proposed new home at 365 Lincoln Street SW. This three-bedroom, two-bath home will be 1,270 square feet in size and will continue to incorporate the same quality of materials, which is the Concord standard for construction. By using solar board roof sheathing to deflect the radiant heat of the sun, additional insulation, sealing all the joints to prevent air leakage, energy star rated materials, a conditioned crawlspace, and a passive radon system installed, the house will create a healthier living environment at a reduced cost to operate thus ensuring greater long-term affordability.

To help with the rising cost of construction, HUD encourages local jurisdictions to explore opportunities such as this partnership to increase affordable opportunities. As an existing partner under both the CDBG and HOME programs, Habitat is familiar with all federal requirements. Concord has also received kudos during previous HUD audits for this partnership under HOME.

The cost for the construction of 365 Lincoln Street SW will be \$207,000. If approved, HOME funds

would be used to cover the construction cost. As with previous projects, the HUD-required, 20-year deed restriction will be applied at the time of sale for the home buyer. Habitat has identified a potential buyer for the home who must complete the eligibility process with Concord if approved.

**Recommendation:** Motion to approve the development agreement with Habitat for Humanity Cabarrus County for the construction of 365 Lincoln Street SW using HOME funds at a cost of \$207,000.

**2. Consider Approving the City of Concord Cosponsor Application from the Cabarrus County Convention & Visitors Bureau for the 12th Annual Celebrate Cabarrus Golden Helmet Awards and Approve the Applicant Serving Beer and Wine at the Event.**

The Cabarrus County Convention & Visitors Bureau (CVB) is the local Cabarrus County Tourism Authority. They are a 501(c)(6) organization whose primary mission is to promote and market Concord and Cabarrus County as a visitor destination. The CVB also represents and supports the interests of the local tourism industry in Concord and Cabarrus County and promotes public awareness of the importance of tourism.

The CVB submitted a cosponsor application for their 12<sup>th</sup> Annual Celebrate Cabarrus Golden Helmet Awards ceremony to be held on November 20, 2025. This is an annual public event that honors local Concord and Cabarrus County hospitality and tourism partners for their exceptional customer service and work that strengthens the destination's reputation. The CVB estimates 300 attendees at the event, which includes a reception, dinner, and awards ceremony. The CVB traditionally serves complimentary beer and wine to guests at the event and is responsible for securing all necessary ABC permits.

The CVB is requesting the following in-kind services from the City of Concord Aviation Department: 1) Use of the Concord-Padgett Regional Airport Corporate Hangar for the awards ceremony; 2) Assistance of City airport staff to escort guests to and from the hangar.

**Recommendation:** Motion to approve the City of Concord Cosponsor Application for the 12<sup>th</sup> Annual Celebrate Cabarrus Golden Helmet Awards to be held November 20, 2025, and approve the applicant serving beer and wine at the event

**3. Consider approving Neighborhood Matching Grant awards distribution requests for FY 25-26 applicants.**

The City received 11 grant applications for the Fiscal Year 2025-2026 (FY 25-26) Neighborhood Matching Grant (NMG) program. The Grant Review Committee determined all 11 applications met the criteria for funding. One neighborhood withdrew their application, as a result 10 neighborhood projects are being recommended for funding. If approved, the recommended projects would use \$26,506 of the \$30,000 allocated for the NMG program in FY 25-26.

The following allocation of grant funds are recommended:

1. Bedford Farms - \$1,594 for their New Pool Furniture Project.
2. Brookvue- \$3,000 for their Traffic Speed Limit Digital Displays Project.
3. Carriage Downs - \$3,000 for their Safe Spaces Stronger Community Project.
4. The Courtyards on Poplar Tent - \$1,837 for their Beautification Project.
5. Edison Square Townhomes - \$3,000 for their Tree Project.
6. Moss Creek - \$3,000 for their Multi-Sport Court Landscape Improvement Project.
7. Mountain Laurel - \$2,075 for their Playground and Park Improvement Project.
8. Parkview Estates - \$3,000 for their Neighborhood Park Renovation Project.
9. Ramsgate - \$3,000 for their Front Entrance Informational Signs Project.
10. Yates Meadow- \$3,000 for their What the People Want and Need Project.

**Recommendation:** Motion to approve Neighborhood Matching Grant award distribution requests for FY25-26 applicants as recommended.

**4. Consider authorizing the City Manager to negotiate and execute a contract with Talbert, Bright & Ellington, LLC (TBE) for Construction Administration services on the Apron and Taxilane Rehabilitation.**

In June, the City Council approved the contract with Sealand Construction to rehabilitate the final phase for Taxiway A-1, Tie downs, and General Aviation Apron. The Federal Aviation Administration (FAA) requires oversight during the Construction and Administration (C&A) phase of project. TBE will provide the following services: C&A, quality assurance testing, and resident representative services. The cost of these services is not to exceed \$188,759.58. FAA will fund 90% of the grant, while NC DOT-Aviation the remaining 10% of the grant.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Talbert, Bright and Ellington, LLC, in the amount of \$188,759.58 for construction administration services for the Apron and Taxilane Rehab project.

**5. Consider authorizing the City Manager to execute a Consent to Assignment with Borders Heritage Realty, LLC.**

In 2014, the City of Concord and JQF Entities which consist of the following: JBSB Holdings LLC (JBSB), JQF Properties, LLC (JQF), and AC Controls Inc. (AC Controls) entered into an Airport Access Agreement. The purpose of the agreement was to allow AC Controls to have "through the fence access" for their corporate aircraft. AC Controls built a new corporate HQ adjacent to Concord-Padgett Regional Airport. The City provided the through the fence access agreement as part of the investment that AC Controls made. The Federal Aviation Administration (FAA) allows "through the fence access" agreements. JQF Entities is requesting a Consent to Assignment to Realty, a North Carolina limited liability company owned by the Trust and descendants of James R. Borders, Jr. The terms and conditions of the Airport Access Agreement remain the same.

**Recommendation:** Motion to authorize the City Manager to execute a Consent to Assignment with Borders Heritage Realty, LLC.

**6. Consider authorizing the City Manager to negotiate and execute an agreement with Workday and Avaap for the implementation of a new ERP software solution.**

Staff worked closely with GFOA's consulting services to prepare detailed requirements, interview vendors, as well as host multiple rounds of onsite demonstrations for various ERP software solutions and implementers. The City originally received 12 different proposals and selected 5 to move forward to onsite demonstrations after a round of initial interviews. After this extensive process, staff is recommending that the City move forward with implementing Workday. Workday will bring a modern ERP solution to the City, improve efficiencies, and allow the City to eliminate several different software solutions that are currently in use.

Staff is also recommending that Avaap be selected as the implementation partner to manage the Workday implementation. They have recent experience with another NC municipality implementing Workday and were selected as the top implementation team by a voting committee made up of individuals in various departments.

Staff is requesting that Council authorize the City Manager to negotiate with both Avaap and Workday to finalize the agreements and pricing. The implementation costs are estimated not to exceed \$3M and the first 5 years of subscription costs are estimated at \$4,658,997.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute an agreement with Workday and Avaap for the implementation of a new ERP software solution.

**7. Consider authorizing the City Manager to execute a contract with NV5 Geospatial, Inc. for \$150,000 to provide 3D LiDAR asset scanning services at various water resources asset locations.**

As part of the Water Resources Department's asset management program, it is essential to properly map and catalog fixed facility infrastructure. This 3D modeling data will not only allow for increased preventive maintenance effectiveness but will also provide valuable operational information to assist when service delivery is affected. This project is needed to allow CityWorks to interact with vertical (stacked) assets and was included in the adopted FY26 budget request.

**Recommendation:** Motion to authorize the City Manager to execute a contract with NV5 Geospatial, Inc. for \$150,000 to provide 3D LiDAR asset scanning services at various water resources asset locations.

**8. Consider authorizing the City Manager to negotiate and execute a contract with Hoss Contracting, Inc. for the construction of the Academy Complex Renovations.**

The Academy Complex will get a new synthetic turf multi-purpose field, sports netting, fencing, dugouts, a restroom, and a storage building. The two existing press box buildings, one press box with concessions, and one bathroom building will be renovated. The sports lighting will be adjusted, and the scoreboard will be relocated. Gibson Field will get a new asphalt trail, the renovation of the restrooms, concessions, and the press box.

The project was bid under the formal bidding process, and five (5) bids were received and publicly read aloud on July 30, 2025. The lowest responsible bidder is Hoss Contracting Inc., with a bid of \$3,730,750. This amount is within the estimated budgeted amount.

**Recommendation:** Motion Authorizing the City Manager to negotiate and execute a contract with Hoss Contracting, Inc., in the amount of \$3,730,750 for the construction of the Academy Complex Renovations.

**9. Consider authorizing the City Manager to negotiate and execute a contract with Sealand Contractors Corp. for the replacement of the culvert on Main Street and storm drain on Carriage Avenue and approve the attached project budget amendment.**

The Main Street culvert and the storm drain replacement project on Carriage Ave. consists of removing the existing 72-in corrugated metal pipe and installation of 80 linear feet of 8 foot wide by 9 foot high precast concrete box culvert and associated services on Main St SW, including water and sanitary sewer adjustments, coordination with utility agencies on other utility adjustments by others, roadway pavement reconstruction, and other appurtenances and the replacement of storm drain pipe on Carriage Avenue SW. The project was bid under the formal bidding process, with bids being taken on July 24, 2025. Six (6) bids were received. The lowest responsible bidder was Sealand Contractors Corporation for \$1,749,000.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Sealand Contractors Corporation for the replacement of the storm water culvert on Main Street and replacement of the storm drain on Carriage Avenue SW. for \$1,749,000 and approve the attached budget amendment.

**10. Consider accepting a preliminary application from Jason Keith Barnes and Cassandra Lee Barnes.**

In accordance with City Code Chapter 62, Jason Keith Barnes and Cassandra Lee Barnes have submitted a preliminary application to receive sewer service outside the City limits. The property is located at 2755 Old Airport Road, Concord, NC. This 2.11 acre parcel is zoned county LDR and is located within Area B. There is an existing septic tank on the property that is failing which serves an existing



single-family home. Public gravity sewer is available. The parcel is currently served by public water. This property is within the Lynn Wood Junior Estates Subdivision.

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

**11. Consider accepting a preliminary application from Nathaniel Patrick Quan and Robert Nathan Sipp.**

In accordance with City Code Chapter 62, Nathan Patrick Quan and Robert Nathan Sipp, tenants in common, have submitted a preliminary application to receive water service outside the City limits. The property is located at 373 Patience Dr., Concord NC. The owners wish to construct one single family home. This .44 acre parcel is zoned county AO and is located within Area A. Sewer is not available to the parcel. Cabarrus County Planning Department has reviewed this request and indicated preliminary approval.

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

**12. Consider accepting a preliminary application from Reginald Moore.**

In accordance with City Code Chapter 62, Reginald Moore has submitted a preliminary application to receive water service outside of the City limits. The property is located at 4326 US Hwy 601 South, Concord, NC. This 22.9 acre parcel is zoned county LDR and is located within Area B. The owner wishes to build one single family home at this time and is requesting one water service. Future plans include subdivision and three additional homes over a three-year period. Public water is available to the parcel. Sewer is not available to the parcel.

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

**VII. Consent Agenda**

**A. Consider approving a grant submission to the Bolger Foundation in the amount of \$250,000 for the redevelopment of the McGill Reuse Project.**

Staff continues to seek non-federal funding sources to meet the match requirement needed for the Economic Development Administration (EDA) grant submission for the redevelopment of the McGill campus. There is an opportunity being explored through the Bolger Foundation. This mission of the Bolger Foundation aligns with the goal of the campus to increase services within undeserved areas. If approved, staff would be seeking \$250,000 in funding from the foundation to serve as match within the EDA grant application. The Bolger funds would be used for the construction of the campus.

**Recommendation:** Motion to approve a grant submission to the Bolger Foundation in the amount of \$250,000 for the redevelopment of the McGill Reuse Project.

**B. Consider approving the revised policies and procedures manual for Concord's Community Development Block Grant (CDBG) to include new requirements. As an entitlement City, Concord annually receives Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).**

Concord is responsible for ensuring all activities follow regulation changes which are routinely monitored by HUD. In January of 2025 HUD finalized the latest HOME rule changes. Although a different program, some of the streamlining and updates affected the CDBG program. The revised policy and procedure manual incorporates those changes.

**Recommendation:** Motion to approve the revised policies and procedures manual for Concord's Community Development Block Grant (CDBG) to include new requirements.

**C. Consider authorizing the Fire Department to receive a donation of two shelter tents from North Carolina Emergency Management.**

North Carolina Emergency Management has offered to donate two 20x40x10 shelter tents to the Concord Fire Department at the estimated value of \$30,000 per tent for deployment and operational purposes.

**Recommendation:** Motion to authorize the Fire Department to accept the donation of two shelter tents from North Carolina Emergency Management.

**D. Consider authorizing the City Manager to negotiate and execute a contract with the NC Department of Natural and Cultural Resources for acceptance of a Great Trails State Program matching grant in the amount of \$500,000.**

Acceptance of the Great Trails State Program matching grant in the amount of \$500,000 will assist with the construction of the extension of the Harold McEachern Greenway from its current terminus north of Wilson Street Park to a new terminus and connection to Miramar Street. Site control is already owned by the City, and the preliminary design has been completed by the Engineering Department.

As a NC Tier 3 city, a \$1/\$1 match is required. The match may include a combination of cash, fee waivers, in-kind services, donation of assets, and/or provision of infrastructure; the likely match for this award will be a combination of Park Reserve funds and in-kind design services provided by the Engineering Department. Budget amendment documents are provided. These grant funds have a project period of three years.

**Recommendation:** Motion to authorize the City Manager to work with the NCDNCR Grants and Outreach team to execute the grant from the NC Department of Natural and Cultural Resources (Div. of Parks and Recreation) through its Great Trails State Program in the amount of \$500,000.

**E. Consider adopting a temporary water rate of \$4.60 per thousand gallons for treated water sales to the Town of Mt. Pleasant.**

The Town of Mt. Pleasant is currently purchasing treated water from the City of Concord during an extended maintenance outage of their water treatment system. There is not a contract rate for this water and usage would normally be billed the \$7.02 commercial outside city rate. In an effort to provide some temporary rate relief, we are recommending a rate of \$4.60 per thousand gallons for the duration of their project, expected to be approximately 60 days. The town uses approximately 200,000 gallons of water per day. The City does not normally provide daily water to the Town.

**Recommendation:** Motion to authorize the City to provide a temporary water rate of \$4.60 per thousand gallons of treated water for the duration of the maintenance outage project to the Town of Mt. Pleasant.

**F. Consider a resolution to convey a temporary construction easement to Enbridge Gas North Carolina.**

Concord Commerce Park is an active development project at 2711 Concord Parkway South. The City owns the site across the road to their parcel, 2640 Concord Parkway South. In order to install gas service for the Concord Commerce Park site, Enbridge Gas North Carolina needs a temporary construction easement to have construction workspace to install a bore. No gas pipelines will be installed within the temporary construction easement. The offer for the easement is \$2251.00.

**Recommendation:** Motion to adopt a resolution to convey a temporary construction easement to Enbridge Gas North Carolina.

**G. Consider accepting an offer of infrastructure at Cumberland Subdivision P3 MP1 and Midland Crossing Subdivision Phase 2.**

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:

1,751.00 LF of 8-inch water line, 9 valves (8-inch), 984.00 LF of 2-inch water line 3 valves (2-inch), 5 Hydrant, 2,466.00 LF of 8-inch Sanitary Sewer and 14 Manholes.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Cumberland Subdivision P3 MP1 and Midland Crossing Subdivision Phase 2.

**H. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from LTSC South Carolina Real Estate, LLC.**

Per the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve 2059 Wilshire Court SW Concord, NC, Cabarrus County Property Identification Number (PIN): 5529-79-1017. The owners are offering access easements and SCM maintenance agreements.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: 2059 Wilshire Ct. SW Concord, NC (PIN): 5529-79-1017.

**I. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from Murphy Oil USA, Inc.**

Per the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve 3065 Dale Earnhardt Blvd., Kannapolis, NC, Cabarrus County Property Identification Number (PIN): 5622-78-0771. The owners are offering access easements and SCM maintenance agreements.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: 3065 Dale Earnhardt Blvd., Kannapolis, NC, Cabarrus County Property Identification Number (PIN): 5622-78-0771.

**J. Consider adopting a Utility Capital Reserve Project ordinance to close completed transfers.**

Staff is requesting approval to close completed transfers for prior years.

**Recommendation:** Motion to adopt a Utility Capital Reserve Project ordinance to close completed transfers.

**K. Consider adopting a budget amendment to update forecasted FTA allocation revenue to actual FTA allocation revenue for Rider Transit.**

This will allocate the FTA funds to Rider Transit for the 5307 and 5339 annual formula funding program.

**Recommendation:** Motion to adopt a budget amendment to update forecasted FTA allocation revenue to actual FTA allocation revenue for Rider Transit.

**L. Consider adopting a Parks and Recreation Capital Reserve Project ordinance to close completed transfers.**

Staff are requesting approval to close completed transfers for prior years.

**Recommendation:** Motion to adopt a Parks and Recreation Capital Reserve Project ordinance to close completed transfers.

**M. Consider approving a donation of \$2,500 from the Mayor's Golf Tournament Fund to B.O.O.T. Enterprises and adopt a budget ordinance appropriating the donation.**

If approved, the funds will be used to assist with supporting B.O.O.T Enterprises' mission to empower youth and promote the YouthSoul event. This event is targeted at adolescents 18 years and under. The purpose of YouthSoul will be to educate the youth about mental health, different resources available to them, and encourage engagement within their community.

**Recommendation:** Motion to approve a donation of \$2,500 from the Mayor's Golf Tournament Fund to B.O.O.T. Enterprises and adopt a budget ordinance appropriating the donation.

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

If approved, the funds will be used to assist with continuing enrichment for the youth and to provide monthly sessions throughout the year.

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

**O. Consider approving a donation of \$2,500 from the Mayor's Golf Tournament Fund to The Boys and Girls Club and adopt a budget ordinance appropriating the donation.**

If approved, the funds will be used to provide shelf-stable meal boxes valued at approximately \$20 each to youth in need. The boxes are distributed year-round and are specifically designed to bridge the weekend food gap when school cafeterias and our Club kitchen are closed. Each box contains enough meals to support a child through the weekend, and in many cases, feeds the entire household.

**Recommendation:** Motion to approve a donation in the amount of \$2,500 from the Mayor's Golf Tournament Fund to The Boys and Girls Club and adopt a budget ordinance appropriating the donation.

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

In accordance with City Code Chapter 62, the attached reports outline the water and wastewater extension permits that were issued between April 1, 2025, and June 30, 2025.

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

**Q. Consider acceptance of the Tax Office reports for the month of June 2025.**

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

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

**R. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of June 2025.**

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

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

**S. Receive monthly report on status of investments as of June 30, 2025.**

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

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

**VIII. Matters not on the Agenda**

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

**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.



Proposed front elevation of 365 Lincoln St. SW



## MEMORANDUM

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

**From:** Raeshawn Palmer, Community Outreach Coordinator

**Date:** July 30, 2025

**Subject:** Neighborhood Matching Grant Funding Recommendation FY 2025-2026

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The City received 11 total applications for the Fiscal Year 2025-2026 (FY25-26) Neighborhood Matching Grant (NMG) Program. The Grant Review Committee met on June 2<sup>nd</sup> and determined that all projects met the criteria for funding.

The Logan Community Association originally submitted a grant application to support a National Night Out event and the Grant Review Committee recommended the project for funding. The Logan Community Association, however, withdrew their application on July 11, 2025. As a result, grant funds were reallocated among the 10 remaining eligible grant applications.

Below is a brief description of NMG projects that the Committee recommends for funding. If approved, the 10 recommended projects would use \$26,506 of the \$30,000 allocated for the NMG program in FY 25-26.

### **RECOMMENDED PROJECTS**

#### ***Bedford Farms***

##### **New Pool Furniture**

**Project Amount - \$3,189**

Requests \$1,594 in matching grant funds to purchase new pool furniture for the community pool.

Note: Bedford Farms was granted a two-month extension to complete their FY24-25 NMG grant-funded project. Under the program rules, a neighborhood is not eligible for funding if they have not completed their preceding year grant project. As a result, Bedford Farms must successfully complete their FY24-25 project within the grant extension period before they can enter a contract and receive FY25-26 grant funds. If Bedford Farms fails to complete their FY24-25 grant project, at the City Manager's discretion the FY25-26 funds may be reallocated to another neighborhood that received partial grant funding.

**Funding Recommendation: \$1,594**

***Brookvue***

**Traffic Speed Limit Digital Displays**

**Project Amount - \$7,000**

Requests \$3,000 in matching grant funds to install traffic speed limit digital display signs in high traffic roads within the community.

**Funding Recommendation: \$3,000**

***Carriage Downs***

**Safe Spaces Stronger Community**

**Project Amount - \$6,183**

Requests \$3,000 in matching grant funds to upgrade the security system with new cameras at the community pool and tennis courts, install locks at the clubhouse, and build ADA-compliant ramps for the pool bathrooms.

**Funding Recommendation: \$3,000**

***The Courtyards on Poplar Tent***

**Beautification Project**

**Project Amount - \$3,674**

Requests \$1,837 in matching grant funds to install an American flag, lights, landscaping and irrigation at the community clubhouse.

**Funding Recommendation: \$1,837**

***Edison Square Townhomes***

**Tree Project**

**Project Amount - \$5,999**

Requests \$3,000 in matching grant funds to install trees in the common area of the community.

**Funding Recommendation: \$3,000**

***Moss Creek***

**Multi-sport court landscape improvement**

**Project Amount - \$6,999**

Requests \$3,000 in matching grant funds to plant ten (10) green giant arborvitae trees, with pine straw rings around the trees, in the area near community multi-sport court.

**Funding Recommendation: \$3,000**



***Mountain Laurel***

**Playground and Park Improvement**

**Project Amount – \$4,151**

Requests \$2,075 in matching grant funds to install a large playground Jungle Gym in the community playground.

**Recommendation: \$2,075**

***Parkview Estates***

**Neighborhood Park Renovation**

**Project Amount – \$16,750**

Requests \$3,000 in matching grant funds to reduce the size of the dog park and replace the existing playground structure with a durable, low-maintenance vinyl system and relocate it to improve visibility and supervision for parents. This is phase 2 of the FY24-25 NMG-funded project.

**Funding Recommendation: \$3,000**

***Ramsgate***

**Front Entrance Informational Signs**

**Project Amount – \$8,210**

Requests \$3,000 in matching grant funds to install informational signs at the front entrance of the community. These signs will serve as a hub to display HOA announcements.

**Funding Recommendation: \$3,000**

***Yates Meadow***

**What the People Want and Need**

**Project Amount – \$6,120.69**

Requests \$3,000 in matching grant funds to install additional lighting, picnic tables and umbrella shade in the community common area and pool.

**Funding Recommendation: \$3,000**

**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2504  
APRON AND TAXILANE REHABILITATION  
July 14, 2025  
PROJECT NO.: 2203-2504**

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

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**Scope of Services:** Talbert, Bright & Ellington, LLC (TBE), the **CONSULTANT**, proposes to provide construction administration, quality assurance testing, and Resident Project Representative services for the Apron and Taxilane Rehabilitation project at the Concord-Padgett-Regional Airport (JQF).

The intent of this project is to mill and replace 2 inches of P-401 Bituminous Concrete over the norther portion of the apron system and taxilane “A1”, as depicted in the project exhibit, in order to rehabilitate the pavements due to cracked and aged bituminous concrete. This includes construction administration as depicted in the civil tasks listed in Exhibit ‘A’.

**Time Schedule:**

As agreed, upon by both parties.

**Deliverables for the Basic Services will be as follows:**

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

**Special Services**

**Task 1 – Full-Time Resident Project Representative**

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with “Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative” of the Master Contract. Breakdowns are provided for these services related to the bid construction items.

**- Resident Project Representative - Not-to-Exceed \$79,142.50**

**Task 2 – Quality Acceptance Testing**

Quality acceptance testing and special inspections required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary

of all tests performed at project closeout. These respective services will be performed in accordance with the FAA's technical specifications.

**- Quality Assurance Testing (S&ME) - Not-to-Exceed \$39,011.00**

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The Apron and Taxiway Rehabilitation (Construction Administration) shall be performed for a lump sum fee, including reimbursable expenses, of **\$70,606.08**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$118,153.50**. The total value of this Work Authorization shall not exceed **\$188,759.58** without additional authorization.

**CITY OF CONCORD:**

**TALBERT, BRIGHT & ELLINGTON, LLC:**


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

BY: \_\_\_\_\_  
Carl M. Ellington, Jr., P.E., President

ATTEST BY:

ATTEST BY:

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

  
\_\_\_\_\_  
Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Jessica Jones, Director of Finance

EXHIBIT 'A'

**SUMMARY OF FEES**

**APRON AND TAXILANE REHABILITATION**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2504

July 14, 2025

DESCRIPTION	ESTIMATED
<b>BASIC ENGINEERING SERVICES</b>	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ -
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	<u>\$ 69,281.08</u>
<b>SUBTOTAL</b>	<b>\$ 69,281.08</b>
<b>EXPENSES</b>	<u>\$ 1,325.00</u>
<b>TOTAL</b>	<b>\$ 70,606.08</b>
<b>SUBCONSULTANTS</b>	<b>\$ 39,011.00</b>
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	<u>\$ 79,142.50</u>
<b>SUBTOTAL</b>	<b>\$ 118,153.50</b>
<b>TOTAL</b>	<b><u>\$ 188,759.58</u></b>

# EXHIBIT 'A'

## MANHOUR ESTIMATE

### APRON AND TAXILANE REHABILITATION

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2504

July 14, 2025

### CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN	SPM	PM	PMA4	PMA3	SP	E5	E3	E2	E1	T5	AD5	AD3
Develop project scope/work authorization	1	1	0	0	0	0	0	2	0	0	0	1	0
Coordinate award of contract	0	1	0	0	0	0	0	0	0	0	0	0	2
Coordinate/ conduct preconstruction	0	8	0	0	0	0	0	0	0	2	1	0	0
Preconstruction minutes	0	1	0	0	0	0	0	0	0	0	0	2	0
Coordinate project schedule	0	2	0	0	0	0	0	4	0	0	0	0	0
Coordinate submittals	0	4	0	0	0	0	8	12	0	10	0	0	0
Construction visits	2	32	0	0	0	0	0	8	0	0	0	0	0
Construction observation reports	0	10	0	0	0	0	0	6	0	0	0	0	0
Review/coordinate field changes	2	6	0	0	0	0	8	8	0	0	4	0	0
Construction correspondence	1	8	0	0	0	0	4	8	0	0	0	0	4
Review test results	0	4	0	0	0	0	6	8	0	8	0	0	0
Process requests for partial payment	0	6	0	0	0	0	0	12	0	0	0	0	0
Final inspection	0	6	0	0	0	0	0	10	0	0	0	0	0
Develop record drawings	0	4	0	0	0	0	0	4	0	6	8	0	0
Final report	0	2	0	0	0	0	0	4	0	0	0	2	0
MANHOUR TOTAL	5	94	0	0	0	0	26	86	0	26	13	4	6

### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	MHRS	ESTIMATED COST
Principal	PRIN	\$ 106	5	\$ 530
Senior Project Manager	SPM	\$ 84	94	\$ 7,896
Project Manager	PM	\$ 70	-	\$ -
Project Manager's Assist. IV	PMA4	\$ 48	-	\$ -
Project Manager's Assist. III	PMA3	\$ 46	-	\$ -
Engineer V	E5	\$ 61	26	\$ 1,586
Engineer III	E3	\$ 51	86	\$ 4,386
Engineer II	E2	\$ 41	-	\$ -
Engineer I	E1	\$ 34	26	\$ 884
Technician V	T5	\$ 48	13	\$ 624
Admin. Assistant V	AD5	\$ 46	4	\$ 184
Admin. Assistant III	AD3	\$ 21	6	\$ 126
	Total		260	
SUBTOTAL				\$ 16,216.00

Apply Multiplier of: 3.849  
Overhead Subtotal: \$ 62,415.38

Profit: 11% \$ 6,865.69  
TOTAL \$ 69,281.08

### DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Telephone	LS	\$ 50.00	1	\$ 50.00
DHEC permitting	LS	\$ 1,000.00	1	\$ 1,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 75.00	1	\$ 75.00
Travel	LS	\$ 200.00	1	\$ 200.00
SUBTOTAL				\$ 1,325.00

### SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Quality Acceptance Testing	LS	\$ 39,011.00	1	\$ 39,011.00
	LS	\$ -	1	\$ -
SUBTOTAL				\$ 39,011.00

TOTAL CONSTRUCTION ADMINISTRATION PHASE (06): \$ 109,617.08

# EXHIBIT 'A'

## MANHOUR ESTIMATE

### APRON AND TAXILANE REHABILITATION

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2504

July 14, 2025

### RESIDENT PROJECT REPRESENTATIVE (PHASE 51)

CALENDAR DAYS 50

DESCRIPTION	SR. RPR	RPR
Project review	0	8
Site mobilization	0	4
On site inspection	0	430
Final inspection	0	8
Follow up inspection	0	40
Site demobilization	0	4
MANHOUR TOTAL	0	494

### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	MHRS	ESTIMATED COST
RESIDENT ENGINEER	RPR	\$	50 494	\$ 24,700
SENIOR RESIDENT ENGINEER	SR. RPR	\$	59 0	\$ -
		Total	494	
<b>SUBTOTAL</b>				<b>\$ 24,700.00</b>
Apply Multiplier of:				2.5
Overhead Subtotal:				\$ 61,750.00
Profit:	11%			\$ 6,792.50
<b>TOTAL</b>				<b>\$ 68,542.50</b>

### DIRECT EXPENSES:

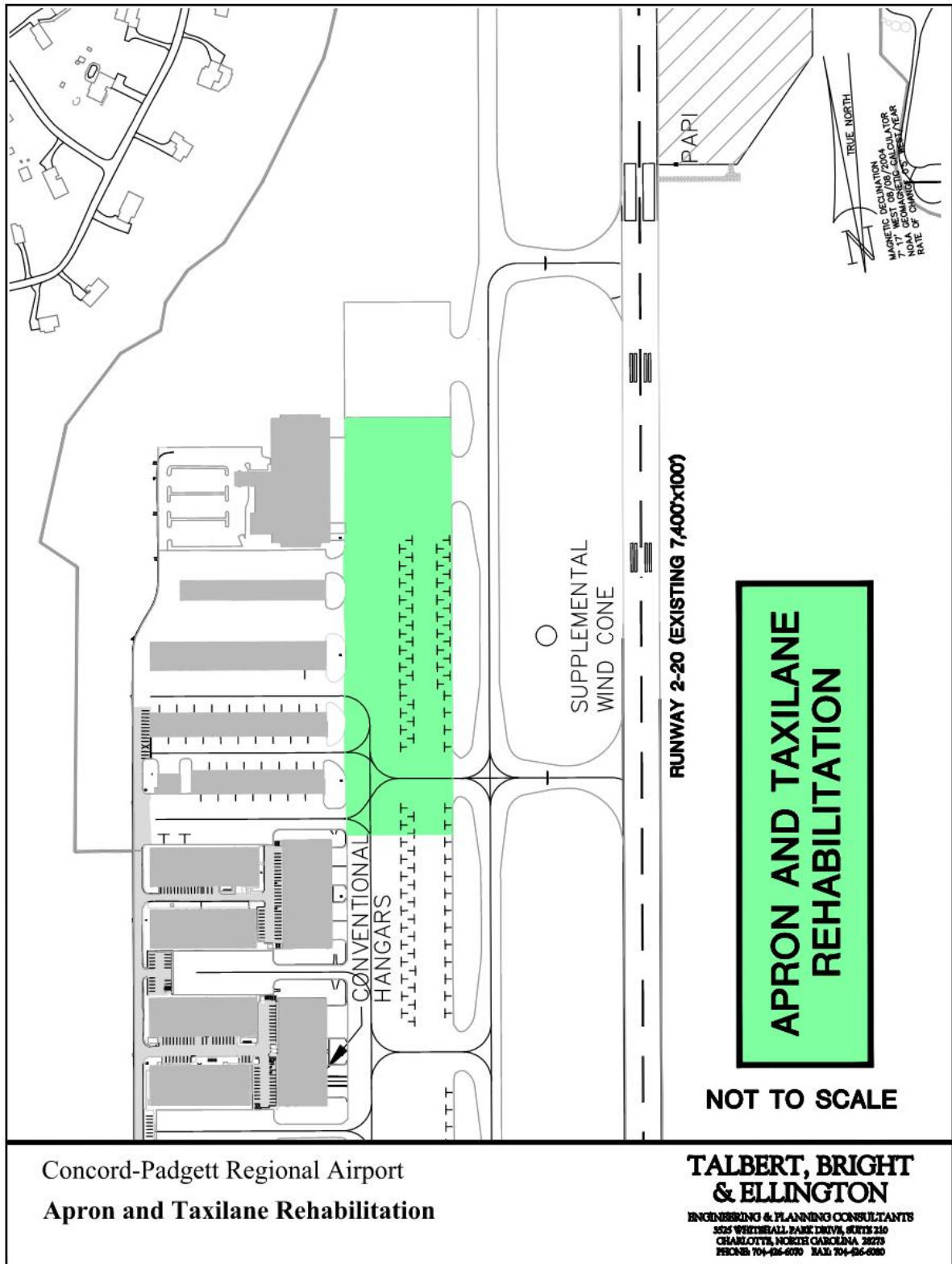
EXPENSE DESCRIPTION	UNIT	UNIT RATE	UNITS	ESTIMATED COST
Telephone	LS	\$ 250	1	\$ 250.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, copies, photos)	LS	\$ 250	1	\$ 250.00
Travel	LS	\$ 1,000	1	\$ 1,000.00
<b>SUBTOTAL</b>				<b>\$ 1,700.00</b>

### PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	UNITS	ESTIMATED COST
DAILY PER DIEM	PD	\$ 178	50	\$ 8,900
		Total	50	
<b>SUBTOTAL</b>				<b>\$ 8,900.00</b>

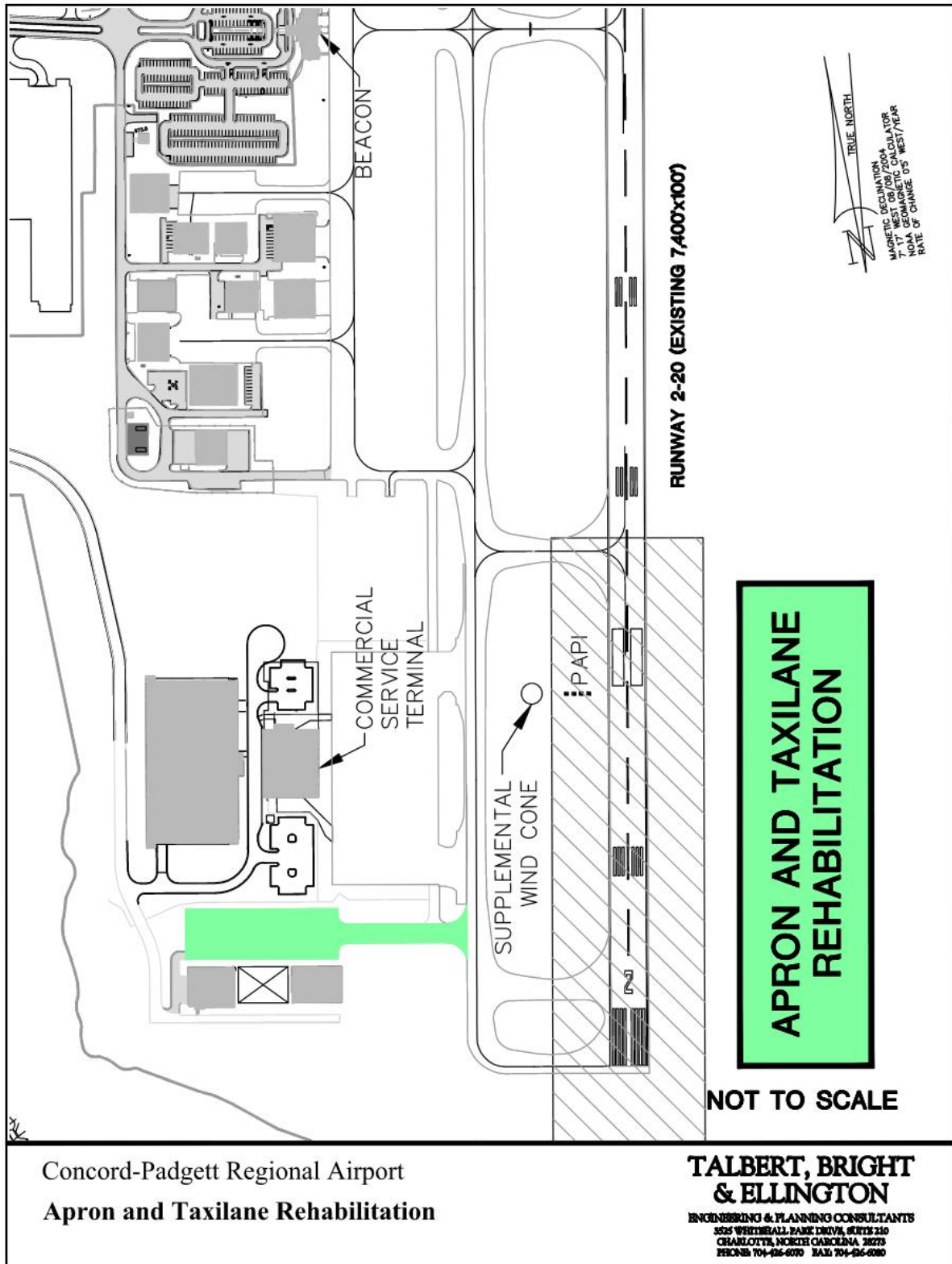
**TOTAL RESIDENT PROJECT REPRESENTATIVE (PHASE 51): \$ 79,142.50**

EXHIBIT 'A'





# EXHIBIT 'A'



## EXHIBIT 'A'



April 21, 2025

Talbert, Bright & Ellington, Inc.  
3525 Whitehall Park Drive, Suite 210  
Charlotte, North Carolina 28273

Attention: Mr. Brian Salyers

Reference: **Proposal for Quality Assurance Testing Services**  
**Concord-Padgett Regional Airport Apron and Taxi Lane Rehab**  
Concord, North Carolina  
S&ME Proposal No. 25350353

Dear Mr. Salyers:

S&ME, Inc. (S&ME) is pleased to submit this proposal for quality assurance testing services for the above-referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, and unit rate fees.

### ◆ Project Information

This proposal is based on the following documents provided to us in an email from Brian Salyers with Talbert, Bright & Ellington (TBE) to Mr. Jacob Mock with S&ME on April 16, 2025:

- The set of Preliminary Civil drawings prepared by Talbert Bright & Ellington (TBE) dated January 2025
- Project specification prepared by Talbert Bright & Ellington (TBE) dated March 2025
- Preliminary Opinion of Probable Cost prepared by Talbert Bright & Ellington (TBE) dated March 19, 2025

We understand proposed construction consists of the renovation of area 1, 2A, 2B, and area 3, North Apron and Taxiway, South Apron and Taxiway, and Concrete Hardstand. Based on information provided to us, the project Scope of Services will include site work (P-152), stabilized base course, (P-306) flexible pavement (P-401) and rigid pavement (P-501).

#### Site Work (P-152):

- Evaluate subgrade conditions prior to fill placement and/or pavement construction.  
Obtain samples of materials proposed for use as embankment fill and perform laboratory classification.
- Perform field density testing on compacted fill or prepared existing soils beneath existing pavement that has been removed at the project-specified frequency, or as determined by the Resident Project Representative (RPR). Field density tests will be performed in general accordance with ASTM D1556 (Sand Cone Method) or ASTM D6938 (Nuclear Density Gauge Method).

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S&ME, Inc. | 8848 Red Oak Blvd., Suite A, | Charlotte, NC 28217 | p 704.523.4726 | [www.smeinc.com](http://www.smeinc.com)

## EXHIBIT 'A'

**Concord-Padgett Regional Airport Apron and Taxi Lane Rehab**  
**Concord, North Carolina**  
S&ME Proposal No. 25350353

### **Stabilized Base Course (P306):**

Our services during lean concrete course placement consist of the following:

- Verify lean concrete mix
- Collect one sample per subplot, casting two test cylinders, perform slump, air content, temperature, transport specimen to S&ME approved laboratory for final curing, and performing compressive strength testing, as required, of concrete specimens
- Verify core thickness for each subplot

### **Flexible Pavement (P-401):**

Our personnel can perform the laboratory acceptance sampling and testing of hot mix asphalt (HMA) during paving operations.

- Each day of placement, observe the batch plant operations per ASTM D3203
- Monitoring the pavement density in accordance with ASTM D2950
- Verify the contractor thickness measurements of mat cores and joint cores
- Review bulk specific gravity testing of mat cores and joint cores in accordance with ASTM D2726

Please note, coring of the in-place asphalt is to be performed by the contractor in accordance with the project specifications. S&ME is not proposing to core the asphalt.

### **Rigid Pavement (P-501):**

Our services during rigid pavement consist of the following:

- Verify lean concrete mix
- Collect one sample per subplot, casting two beam specimens, perform slump, air content, unit weight and temperature and transport specimen to S&ME approved laboratory for final curing and perform compressive or flexural strength testing, as required, of concrete specimens
- Verify core thickness for each subplot

## EXHIBIT 'A'

### Concord-Padgett Regional Airport Apron and Taxi Lane Rehab Concord, North Carolina S&ME Proposal No. 25350353

#### Project Management / Reporting

S&ME has deployed MetaField® to serve as our field information management system. Our Technicians and Engineers record their test data and field inspection forms using tablets. As soon as data is saved from the field, it is immediately available on our Project Manager's computer. The value to our clients is that information can be communicated very quickly allowing the entire design and construction team to be aware of small problems before they escalate into larger (and more expensive) issues.



MetaField® is a true Field Information Management System (FIMS) developed for our industry. It serves the needs of multidisciplinary civil, engineering, testing, and environmental consulting firms that conduct significant operations in the field and in the lab where the remote gathering of testing information, materials samples, special inspections, discrepancy management, and construction observation data is required.

MetaField addresses the entire process, from project setup and specification, through field data collection, geo-coding of transactions using mobile GPS services, monitoring, quality control, exception/discrepancy management, report generation, report delivery, and on-going data mining.

We will summarize our activities, observations and test results for each site visit on a report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team.

#### ◆ Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal. Some of these services can be performed by S&ME if desired; however, a separate or revised proposal for these services would be required.

- Directing of any contractor's or subcontractor's work
- Any aspect of site safety other than safety of S&ME employees
- Subsurface Exploration
- Concrete coring of any kind
- Any other materials testing services not specified herein

#### ◆ Client Responsibilities & Proposal Use

We request that our client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project

## EXHIBIT 'A'

**Concord-Padgett Regional Airport Apron and Taxi Lane Rehab**  
**Concord, North Carolina**  
S&ME Proposal No. 25350353

- Providing S&ME with the names and contact information for report distribution; and
- Providing the contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative

This proposal is solely intended for the basic services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to the above-referenced project and Client. No other use is authorized by S&ME.

### ◆ Assumptions

The following assumptions have been made during the preparation of this proposal:

- Access (ladders, scissor lifts, properly constructed scaffolds, etc.) will be provided by the contractor in order for S&ME personnel to perform the testing outlined in this proposal.
- The contractor will provide a curing environment for the initial 24 to 48 hours for concrete cylinders.
- The Contractor will furnish all tools, labor, and materials for cutting samples and filling the cored hole.
- Laboratory testing for flexible pavement will be performed by the Quality Control technician

### Project Scheduling

We anticipate that our services will be required on both a full-time and part-time (on-call) basis for the services outlined above. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. The S&ME project team will schedule the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME representative will be on-site during the contractor's operations to make a reasonable effort to conduct tests and observe the contractor's work.

We respectfully request that a minimum of 24-hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. We request that a minimum of three-day notification be provided whenever our initial services are needed so that we may coordinate staff to meet your specific needs. If our services are needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

## EXHIBIT 'A'

**Concord-Padgett Regional Airport Apron and Taxi Lane Rehab**  
**Concord, North Carolina**  
S&ME Proposal No. 25350353

### ◆ Compensation

Based on our experience with similar projects, coupled with the information provided to us, we would expect the testing costs to be on the order of **\$39,011**. This is an estimate based on information available to us at the time this proposal was prepared and should not be considered a maximum not to exceed cost. Once a detailed construction schedule is available, we can use that to refine our estimate, if requested.

Our costs are highly dependent on the scheduling of our services by the client and/or contractor representative. Total costs may vary depending on final construction schedules, which may be affected by weather and/or scheduling by the contractor. Any re-testing required as a result of non-compliant items, inadequate scheduling, or testing not outlined in this proposal, including those from design changes, will affect this cost estimate.

Billing for this project will be on a time and materials basis. Our services will be invoiced based on the attached unit rate fee schedule and time actually spent on the project. We will generate an invoice once every four weeks for the work performed within each four-week period. The payment term of the invoice is next 30 days.

### ◆ Authorization

We anticipate TBE will issue S&ME a Subconsultant Agreement for Professional Services as our authorization to proceed. Once we receive the Subconsultant Agreement, our team will review and return to you with signatures or requested changes. If the Subconsultant Agreement references the prime agreement between TBE and the airport, we request that prime agreement be provided as well.

### ◆ Closure

S&ME appreciates the opportunity to submit this proposal to provide testing services during this project. If you should have any questions relative to the services we have outlined above, please do not hesitate to contact us at (704) 523-4726.

Sincerely,

**S&ME, Inc.**



Marlon Lawrence, MSI, CWI  
Senior Consultant Project Manager



David A. Bixler II, P.E.  
Office Principal

Attachments    Limitation and Definitions  
                         Cost Estimate

April 21, 2025

5



## EXHIBIT 'A'

**Concord-Padgett Regional Airport Apron and Taxi Lane Rehab**  
**Concord, North Carolina**  
S&ME Proposal No. 25350353

### ◆ Limitations

The following limitations apply to the Special Inspection services outlined in this proposal. Please review carefully and contact us to discuss any questions you may have.

#### Periodic vs. Continuous

S&ME has proposed to offer both periodic and continuous Special Inspection services for the project. Special Inspections have inherent limitations regardless of whether periodic or continuous inspections are performed. S&ME would like to clearly state that despite the thoroughness of any Special Inspections program, non-compliant conditions may potentially remain undetected. As a result of this inherent limitation, the Special Inspection services offered by S&ME do not serve as a warranty or guarantee that all non-compliant conditions will be detected and corrected.

#### Contractor Responsibility

The Contractor must remain responsible for the work complying with the project plans and specifications. Special Inspection services do not relieve the Contractor of this compliance responsibility. S&ME, Inc. is not responsible for the Contractor's means and methods, direction of his staff, schedule, or adequacy of the Contractor's temporary construction.

#### Approved Plans

S&ME will not be responsible for maintaining the latest, most recent revision of each project drawing. The Contractor is responsible for providing the Special Inspector and his Agents access to approved plans [IBC 106.3.1].

#### Reported Locations

All reported locations and elevations associated with S&ME's work should be considered approximate. The locations referenced in S&ME documentation such as reports and tests will be relative to the location of construction reference points established in the field by others. Elevations referenced in reports and tests will be relative to elevations established by others.

#### Construction Layout

S&ME is not responsible for the accuracy of construction layout.

#### Acceptance/Rejection of the work

S&ME, Inc. does not have and will not accept responsibility for accepting or rejecting the work.

#### Safety

S&ME will maintain a safety program for its employees. S&ME specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by S&ME.

## EXHIBIT 'A'

**Concord-Padgett Regional Airport Apron and Taxi Lane Rehab**  
**Concord, North Carolina**  
S&ME Proposal No. 25350353

### ◆ Definitions

The following definitions apply to all Special Inspection services provided by S&ME on this project.

1. *Special Inspection* – Detailed inspections of materials, installation, fabrication, erection, or placement of components and connections requiring special expertise as identified in the project documents.
2. *Inspection* – To make observations and perform tests for the purpose of determining compliance with the project design drawings, specifications, direction provided by the designers, and industry standards referenced in the drawings and specifications. Use of the word "inspect" or "inspection" does not imply the authority to accept or reject the work.
3. *Periodic Inspection* – The part time or intermittent observation of work requiring Special Inspections by an approved Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work at times requested by the Contractor.
4. *Continuous Inspection* – The full time observation of work requiring Special Inspections by an approved Special Inspector who is present in the area where the work is being performed at times requested by the Contractor. A single inspector may observe the work of multiple workmen provided that the inspector can move freely from one site to another on a regular and timely basis during the work day.
5. *Simple Discrepancy* – A discrepancy that can be remedied by repair or replacement in accordance with contract documents.
6. *Complex Discrepancy* – A discrepancy that cannot be remedied by repair or replacement in accordance with contract documents and must be modified per a recommendation from the Engineer of Record.
7. *Discrepancy* – A deviation of material, installation, fabrication, erection, or placement of components and connections from the project design drawings, specifications, direction provided by the designers, industry standards referenced in the drawings and specifications. A deviation identified and corrected the same shift under the observation of the same special inspector's agent that identified the deviation will not be logged as a discrepancy (unless identified as a "Complex Discrepancy"), and will not be recorded on the Discrepancy Log. Each logged Discrepancy will be given a unique, chronological identification number and entered on the Discrepancy Log.
8. *Discrepancy Notice & Resolution Log* - A Discrepancy Notice & Resolution Log (Log) will be maintained and issued on a regular basis. The Log will also record the date the discrepancy is identified, if a response from the Engineer of Record is required, if a response from the Engineer of Record is received, and the date the discrepancy is resolved.



# EXHIBIT 'A'

<b>COST ESTIMATE</b> <b>Construction Materials Testing</b> <b>JQF - Apron and Taxilane Rehab</b> <b>S&amp;ME Proposal No. 25350353</b>				
<b>1. Meeting &amp; Subgrade Evaluation and Engineered Fill Testing</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended Cost</b>
<< Assume 6 trips at 5 hours/trip				
a Engineering Field Technician (T1 or T2), per hour	30	Hours	\$78.00	\$2,340.00
b Engineering Field Technician (T1 or T2), per hour	4	Hours	\$78.00	\$312.00
c Project Professional (P4/PM4), per hour	4	Hours	\$221.00	\$884.00
d Soil Standard Proctor Compaction, each	2	Each	\$213.00	\$426.00
e Atterberg Limits, each	2	Each	\$123.00	\$246.00
f Soil Gradation, each	2	Each	\$144.00	\$288.00
g Trip charge (mileage, truck and equipment charge)	10	Miles	\$48.00	\$480.00
			<b>Subtotal</b>	<b>\$4,976.00</b>
<b>2. Concrete Sampling, Testing P-306 6" &amp; P-501 16"</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended Cost</b>
<< Assume 6 trips at 8 hours/trip				
a Senior Engineering Technician (T3 or T4), per hour	48	Hours	\$89.00	\$4,272.00
c Concrete Flexural Strength Specimens (Beams), each	4	Each	\$120.00	\$480.00
d Concrete Compressive Strength Specimens (Cylinders), each	10	Each	\$30.00	\$300.00
b Trip charge (mileage, truck and equipment charge)	6	Miles	\$48.00	\$288.00
			<b>Subtotal</b>	<b>\$5,340.00</b>
<b>3. Asphalt P401 2"</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended Cost</b>
<< Assume 10 trips at 10 hours/trip Field QA Monitoring				
<< Assume 10 trips at 8 hours/trip Field QA Lab verification				
a Senior Engineering Technician (T3 or T4), per hour	100	Hours	\$89.00	\$8,900.00
b Field Manager / Special Inspector (T5)	80	Hours	\$113.00	\$9,040.00
e Trip charge (mileage, truck and equipment charge)	20	Miles	\$48.00	\$960.00
			<b>Subtotal</b>	<b>\$18,900.00</b>
<b>6. Project Management</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended Cost</b>
a Senior Professional (P5/PM5), per hour	30	Hours	\$243.00	\$7,290.00
b Principal (P6/PM6), per hour	5	Hours	\$282.00	\$1,410.00
c Administrative Support, per hour	15	Hours	\$73.00	\$1,095.00
			<b>Subtotal</b>	<b>\$9,795.00</b>
<b>TOTAL COST ESTIMATE:</b>				<b>\$39,011.00</b>



## CONSENT TO ASSIGNMENT

This Consent to Assignment (the “Consent”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Concord (the “City”) and JBSB Holdings, LLC (“JBSB”), JQF Properties, LLC (“JQF”), AC Controls, Inc. (“AC Controls”), the James R. Borders, Jr. Beneficiary Trust (the “Trust”) and Borders Heritage Realty, LLC (“Realty”).

WHEREAS, the City, JBSB, JQF and AC Controls entered into an Airport Access Agreement (the “Access Agreement”) on October 28, 2014, with respect to access to Concord-Padgett Regional Airport (the “Airport”) from property owned by JQF, and;

WHEREAS, JQF is a limited liability company that is 100% owned by JBSB, and;

WHEREAS, the ownership of JQF is being transferred from JBSB to Realty, a North Carolina limited liability company owned by the Trust and descendants of James R. Borders, Jr., and;

WHEREAS, Realty seeks the City’s consent to the transfer of the ownership of JQF from JBSB to Realty pursuant to the terms of the Access Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals; Definition.** The foregoing recitals are true and correct and are hereby made a part of this Consent. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Access Agreement.

2. **Consent to Assignment.** The City consents to the transfer of the ownership of JQF from JBSB to Realty. Realty agrees to be bound to the terms and conditions of the Access Agreement in the same manner and to the same extent as JBSB, and Realty assumes all duties and responsibilities of JBSB pursuant to the Access Agreement.

3. **Terms of Agreement.** Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Access Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Access Agreement. In the event of any conflict or inconsistency between the terms of the Access Agreement and the terms of this Consent, the terms of the Access Agreement will govern.

4. **Applicable Law.** All matters relating to or arising out of this Consent (whether sounding in contract, tort, or otherwise) or the relationship between the parties will be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect

to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

**5. Jurisdiction; Venue; Service of Process; Waiver of Jury Trial.** Each party hereto irrevocably submits to the exclusive jurisdiction of any state or Federal court located within Cabarrus County, North Carolina for the purposes of any suit, action, or other proceeding arising out of this Consent or any transaction contemplated hereby, and agrees to commence any such action, suit, or proceeding only in such courts. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

**6. Notices.** Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in the Access Agreement.

**7. Counterparts.** This Consent may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Consent.

**8. Miscellaneous.** Captions and paragraph headings contained in this Consent are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Consent or any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

**JQF PROPERTIES, LLC**

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

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

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

Sworn to and subscribed  
Before me this \_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

**JBSB HOLDINGS, LLC.**

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

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

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

Sworn to and subscribed  
Before me this \_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

**AC CONTROLS, INC.**

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

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

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

Sworn to and subscribed  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

**JAMES R. BORDERS, JR. BENEFICIARY TRUST**

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

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

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

Sworn to and subscribed  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

**BORDERS HERITAGE REALTY, LLC**

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

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

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

Sworn to and subscribed  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

\*\*\*\*\*

**CITY OF CONCORD  
NORTH CAROLINA**

Approved as to Form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City of Concord Finance Director

July 3, 2025



Crystal Allman  
City of Concord  
635 Alfred Brown Jr Ct SW  
Concord, North Carolina

Dear Crystal,

NV5 is pleased to submit our quote for the Scan to BIM to GIS for 3D Asset Management in Cityworks for the City of Concord. At NV5, we stand out as the premier Cityworks Partner with our unique status as the sole company worldwide holding both Cityworks and Esri Platinum partnership levels. Our Buildings, Technology & Sciences division at NV5 is the leader in reality capture and vertical assets adding new value to the asset lifecycle management system.

Please contact me if you would like additional information. We look forward to working together for the successful accomplishment of this project.

Sincerely,

A handwritten signature in black ink, reading 'Travis Schindler'. The signature is written in a cursive, flowing style.

Travis Schindler  
Account Executive  
NV5 Geospatial, Inc.  
10033 MLK Street N, Suite 200 | St. Petersburg, FL 33716  
c: 210-410-3401 | e: [travis.schindler@geospatial.nv5.com](mailto:travis.schindler@geospatial.nv5.com)

## DATA COLLECTION PLAN AND METHODOLOGY

### Scan to BIM to GIS

NV5 will support the City of Concord in a project for a *Scan to BIM to GIS* of the following Facilities (Table 1). This project will consist of LiDAR scanning of the facilities with subsequent conversion of the scans into a BIM model and then into a 3D GIS dataset.

Table 1

City of Concord - Water Resources Asset Management		
9/20/2024		
		NV5 Calculated
Facility	Address	Sq. Footage (sf)
Coddle Creek Water Treatment Plant - Upper Floor	6935 Davidson Hwy, Concord, NC	15000
Coddle Creek Water Treatment Plant - Lower Floor	6936 Davidson Hwy, Concord, NC	12000
Coddle Creek Water Treatment Plant, Pump Building (2 Floors)	6936 Davidson Hwy, Concord, NC	5000
Coddle Creek Water Treatment Plant, Carbon Building	6937 Davidson Hwy, Concord, NC	600
Hillgrove Water Treatment Plant (2 Floors)	55 Palaside Dr., Concord, NC	12000
Corban Pump Station (2 Floors)	380 Corban Ave SW, Concord, NC	1000
US 601 Pump Station	8820 US 601, Midland, NC	900
Rocky River Pump Station	7000 Rock River Rd., Concord, NC	500
Mount Pleasant Pump Station	25 N Main St., Mount Pleasant, NC	4000
Hwy 73 Pump Station	95 Kirkwood Rd., Concord, NC	2600
Lake Fisher Raw Water Pump Station	5098 Lake Fisher Rd., Concord, NC	2000
Lake Concord Raw Water Pump Station	2622 Captains Watch Rd., Concord, NC	700
	Total Square Footage (sf) =>	56300

### Terrestrial Scanning

A kick-off meeting will be held to review the proposed approach, assigning an on-site point of contact for the NV5 scan technician, validating access requirements to ensure all rooms/spaces are accessible at the time of visit. Once on site, NV5 will perform an evaluation walk to become familiar with the area of interest (AOI). We will place black and white checkerboard targets at multiple locations to ensure consistent accuracy across the full site.

The team will use the NavVis VLX3 wearable mobile scanner for this project. Scanning is performed by walking slowly through the facility. Two sensors on the device are continuously recording data measurement and 360-degree photos are taken roughly every 10-15 feet until the entire project is complete (targeting the geometric accuracy specification of LOD300 modeling, as defined by BIMForum). Following the onsite scan, NV5 will perform a full data back-up and validation. A point-by-point quality control and coverage check will precede a global point cloud alignment. Once the data is fully reviewed and formatted, the team will generate a registered point cloud in Autodesk ReCap (.RCP) format for downstream modeling and a virtual walkthrough of the project will be made available.



### BIM Modelling

Following industry best practices, NV5 will convert the point cloud to a BIM model. Below is a simplified BIM Execution plan that our team will follow during this conversion process. Once modeling is complete, the Concord Team will have a period of one (1) week to review and provide written feedback to be incorporated into the models.

Simplified BIM Execution Plan	
BIM Authoring Software	Autodesk Revit 2023
Point Cloud Viewing Software	Autodesk ReCAP 2023
BIM Project Template	NV5 standard
Naming Convention Standard	NV5 standard
Project Base Point / Elevation	0,0,0 / 0 ft. 0 in.
Model Hosting	Autodesk Construction Cloud

### GIS Attribution

NV5 will facilitate one remote workshop session of up to one hour to identify the data model and attribution for each asset to be consistent with internal convention or structure, if any exists. By default, a unique identifier will be created in the file geodatabase, which will be used as the key to form relationships between BIM and GIS. Assets to be included in the data acquisition process are highlighted below:

- a. Architectural assets - Doors, Walls, Windows, Ceilings (Excludes Anything Above Ceiling)
- b. Exposed Mechanical Equipment
- b. Exposed Valves (Where Present)
- c. Exposed Dampers - Mechanical Dampers in Mechanical Rooms (Excludes Balancing Dampers at Terminals)
- d. Exposed Electrical Equipment (e.g., Generators, Panels, Starters/VFDs)
- e. Exposed Life Safety - Fire Extinguishers, Fire Alarm Pulls, AEDs, Knock Boxes, Exit Signs

### BIM to GIS Conversion

NV5 will begin by preparing the Revit file to validate that the data is complete and structured to scope specifications, with correct coordinate systems and corresponding naming conventions. A new project will be created within ArcGIS Pro derived from the BIM Revit file to allow NV5 to explore the BIM data. The team will georeference the data and set the coordinate system for the BIM data. The BIM data will then be exported to a file geodatabase such that the 3D data can be further refined, to include applying base symbology and attributes, as necessary, to match the desired output. Finally, with the 3D data updated, NV5 will create a scene layer package for Concord to publish and share, as needed.

### Summary of Key Actions:

- Develop a point cloud of the full project
- Provide a virtual walkthrough hosted online

- Generate Revit BIM models for use in GIS. Models to include architectural, structural, exposed mechanical, electrical, and plumbing
- Facilitate remote workshop for asset attribution (up to 1-hour)
- Create 3D File Geodatabase & Scene Layer Package

### Cityworks Widget and Implementation

With an existing implementation of Cityworks for enterprise work and asset management, the City seeks to incorporate the newly acquired and derived 3D GIS data to create an enhanced and streamlined user experience. Cityworks, however, does not yet natively support interaction with true 3D features within the context of work activity management. As such, NV5 has developed a widget that can be embedded within Cityworks to support true 3D by extending the existing Cityworks GIS functionality.

To achieve user interaction with 3D data, NV5 will deliver and help publish services for both 2D and 3D representation of the collected data. Given the software design of Cityworks, 2D data is required to facilitate the workflow, however users will visualize and interact with only the 3D feature representations. Following publication of the required GIS services, the NV5 Trimble/Cityworks team will collaborate with City administrators to adapt and adjust the Cityworks configuration to support workflows against the newly collected 3D features.

To facilitate deployment of the 3D widget, NV5 will require access to the server on which Cityworks resides to perform the installation and configuration. As part of the installation, we will configure a JSON file that references the source layers. NV5 will provide the City with concise documentation outlining the deployment, configuration, and administration. Additionally, the team will provide a knowledge transfer session (up to 1-hour) to orient designated power users and administrators to the tool.

*Note:* The NV5 3D widget for Cityworks has been designed for version 23.10 and assumed to be compatible with higher versions, however, the widget will not transfer to the eventual adoption of Trimble Unity Maintain.

### Estimated Work Schedule:

A final schedule will be established during project initiation with inputs from the collective project team (City and NV5) such that availability constraints can be considered. The table below offers a potential schedule (14 to 18 weeks) assuming one field mobilization to perform the scan and the capacity for the field team to freely roam the designated site for the capture.

Task	Duration (Work Days)
Task 1: Control, scanning & registration	3 concurrent days on site, 5 days in office
Task 2: BIM Modeling	8 weeks to complete all facilities
Task 3: GIS Data Input	2 weeks to complete all facilities
Task 4: 3D Selector Widget	2 weeks to deploy & validate

## Assumptions

- NV5 and Concord will coordinate to perform the on-site scan with appropriate personnel and security access
- Concord will be responsible for additional attribution/metadata aside from the defined deliverable in the scope of work above.
- NV5 will not perform any above ceiling scanning or modeling.
- Concord is responsible for all Esri and Trimble License used to publish, consume, and interact with the data by City staff.
- Concord is not responsible for the operation of the NavVis VLX3 system, NV5 will provide and operate the scanning system.
- One field mobilization spanning 2-3 days. If further mobilizations are required due to non-availability of facilities, extra fees and schedule adjustments will be required to complete the scope of work.
- The proposed Cityworks 3D widget requires Cityworks 23.10 or higher. Future Cityworks version changes may impact functionality or configuration, which is not covered under the proposed scope of services.
- The 3D widget relies on both 2D and 3D features, which will need to be synchronously maintained by City GIS staff to ensure continued function and user experience.
- The NV5 3D widget is not considered software and does not include ongoing maintenance, support, or enhancements as part of the proposed price. Such services can be procured from NV5 upon request, as desired.

## City of Concord, NC

**Amount:** \$150,000.00

**Signature:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

## Quotation Terms and Conditions

*This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This contract will expire one year after signature. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection*

*and purchase. This information may not be given to outside parties or used for any other purpose without written consent from NV5.*

**1. The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (referred to herein as "Services") identified in the Proposal, consists of the Proposal, these General Terms and Conditions, Consultant's pricing, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement.

**2. Standard of Care.** The parties will consult and cooperate to coordinate Services with the activities of Client employees and other representatives. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed. In performance of Services and this Agreement, Consultant will comply in general accordance with applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other governmental requirements (including, but not limited to, such requirements imposed on Client with respect to Services).

**3. Term.** The Support Block hours shall expire twelve (12) months from the date of execution of this Agreement.

**4. Changes.** Client may make changes in Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from Services, suspension of performance, and changes in schedule) by giving Consultant written notice of the same. If a change causes an increase or decrease in the time or costs required to perform Services according to this Agreement, the schedule and compensation for such Services will be equitably adjusted to reflect such increase or decrease, and the Agreement will be amended in writing accordingly.

**5. Additional Services.** Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as identified via an amendment to the original Agreement.

**6. Billing and Payment.** Consultant will issue an invoice, including applicable taxes, upon execution of the Agreement. Invoice is payable by Client upon receipt. No work shall commence until invoice payment is received in full.

Invoices are delinquent if payment has not been received when due as set forth in this Section. In such an event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall also be entitled

to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to a stop work order on the project, unless and until payment is made by Client in accordance with this Agreement.

Should Consultant be subpoenaed or called upon to testify for or on behalf of the Client or for consulting services on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

**7. Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal.

Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

**8. Reports.** If requested by Client and agreed to by Consultant, Consultant will prepare and submit to Client a written report describing Services performed during the prior month and Services planned for the current month.

**9. Confidential Information.** Information acquired by Consultant in connection with Services (from Client or a third party or developed by Consultant) and not generally available to the public will constitute confidential information of Client (Confidential Information). "Confidential Information" shall include any and all oral, written or electronically transmitted information of a proprietary nature which is either owned by the Parties, or owned by any affiliate of the Parties and licensed to the other Party, including, but not limited to, any information relating to services or products that is not generally available to the public, including without limitation, identification of customers; business methods, strategies and practices; internal operations; pricing and billing; financial data; costs; personnel information; customer

and supplier contacts and needs; sales lists; technology; software; computer programs; computer systems; inventions; patents-pending; product development; trade secrets of any kind; any information designated as confidential by either Party or that Party's clients; and all oral, written or electronically transmitted information learned by the receiving Party from the disclosing Party's employees, agents, or through inspection of the other Parties' property, that relate to the categories of information listed above. Confidential Information shall not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach of this Agreement on the part of the receiving Party; (ii) the receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the other Party; (iii) is independently developed by either Party without the use of any Confidential Information; or (d) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it without a duty of confidentiality and/or nondisclosure.

Consultant will use and disclose Confidential Information only as reasonably required for performance of Services in accordance with this Agreement or as otherwise authorized in writing by Client. Consultant will not publish Confidential Information without prior written consent of Client. Without limitation of the foregoing, Consultant will not divert or misappropriate Confidential Information for Consultant benefit or the benefit of a third party. Consultant will take appropriate steps to protect Confidential Information from unauthorized use or disclosure.

**10. Intellectual Property and Ownership of Documents.** "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by in connection with performing the Services, in each case developed or acquired prior to the commencement or independently of this Agreement.

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein. All documents prepared by the Consultant pursuant to this Agreement, including but not limited to reports, field data, field notes, laboratory test data, calculations, and estimates are instruments of service in respect to the subject project. As such, the originals of all such documents shall be retained by and remain the property of the Consultant. The Client shall be entitled to copies of all such documents produced by the Consultant under this Agreement.

**11. Limitations of Work Product.** It is understood and the parties agree that the Client shall not use or reuse said documents or information contained therein for additions or modifications to the subject project, for other projects, or for completion of this project by another consultant, except by prior written agreement between the parties hereto and with appropriate compensation to the Consultant for such use or reuse. Any such use or reuse by the Client shall be at the Client's sole risk and without liability or legal exposure to the Consultant. Further, the Client shall defend, indemnify and hold harmless the Consultant, its officers, associates, servants, employees, consultants and agents, from and against any and all claims, demands, damages, losses or expenses of whatever kind or nature, including attorney's fees, arising out of or claimed to arise out of any such unauthorized use or reuse of said documents or information.

**12. Risk Allocation and Limitations of Liability.** No employee or agent of Consultant shall have individual liability to Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is greater. If Client desires a limit of liability greater than that provided above, Client and Consultant shall mutually agree in writing as to the amount of such limit and the additional compensation to be paid to Consultant for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO CLIENT FOR LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

**13. Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

**14. Indemnification by Client.** Client agrees to indemnify and save harmless Consultant and any affiliation thereof, its officers, agents and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Client, its employees, agents or its subcontractors; (ii) injury or death to persons, or loss of or damage to property, or fines which may result by reason of buying, selling, distribution, or use of any goods or services provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of Consultant; (iii) false claims submitted by Client under this Agreement or as a result of a Client misrepresentation of fact, or fraud by Client.



**15. Termination.** This Agreement may be terminated for convenience, without cause, by Consultant upon thirty (30) days written notice to Client. In the event that Consultant so elects to terminate without cause, Consultant will reimburse to Client the value equal to the remaining prepaid hours as of the date of termination. Either party may terminate this Agreement if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof.

**16. Relationship of Parties.** Consultant is an independent contractor, not an employee or agent of Client. Without limitation of the foregoing, Consultant will (a) not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Client; (b) not be entitled to any worker compensation, pension, retirement, insurance, or other benefits afforded to employees of Client; (c) provide for federal income tax and other withholding related to Consultant compensation; (d) pay social security, unemployment, and other employer taxes related to Consultant employment, employees, or compensation; (e) provide worker compensation and other insurance related to Consultant employment or employees; and (f) perform all reporting, recordkeeping, administrative, and similar functions related to Consultant employment, employees, or compensation.

**17. Dispute Resolution.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement. In an action, suit, or other legal proceeding to enforce a right or remedy under this Agreement, the prevailing party will be entitled to recover its costs and expenses (including, without limitation, expert witness and attorney fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof. Each party waives its right to a jury trial in any court

action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**18. Assigns.** Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

**19. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**20. Governing Law and Survival.** This agreement will be governed by and construed in accordance with the laws of the state of Florida, without giving effect to the principles of conflict of laws thereof. Each party **also** hereby irrevocably submits to the exclusive jurisdiction of the courts of Broward County, Florida in any proceeding arising out of or relating to this agreement, and to the federal district courts located therein.

**21. Severability.** If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**22. Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's general accordance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

**23. Entire Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.



	1	2	3	4
CONTRACTOR:	Hoss Contracting, Inc.	Liles Construction Co., Inc.	J.D. Goodrum Company	Ike's Construction, Inc.
ADDRESS:	4524 Hwy 74 East Wingate, NC 28174	325 McGill Avenue NW, Suite 120 Concord, NC 28026	18339-F Old Statesville Rd Cornelius, NC 28031	303 Executive Park Drive Concord, NC 28025
LICENSE #:	77611	26158	19284	8037

Part A - Total Lump Sum Items Cost										
Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid	1	LS	\$ 3,375,000.00	\$ 3,375,000.00	\$ 3,504,870.00	\$ 3,504,870.00	\$ 3,643,805.71	\$ 3,643,805.71	\$ 3,648,000.00	\$ 3,648,000.00
Part B - Alternates										
Alternate 1	1	LS	\$ 188,000.00	\$ 188,000.00	\$ 218,097.00	\$ 218,097.00	\$ 205,996.00	\$ 205,996.00	\$ 200,000.00	\$ 200,000.00
Alternate 2	1	LS	\$ 187,000.00	\$ 187,000.00	\$ 226,512.00	\$ 226,512.00	\$ 208,997.00	\$ 208,997.00	\$ 208,000.00	\$ 208,000.00
Base Bid			\$3,375,000.00		\$3,504,870.00		\$3,643,805.71		\$3,648,000.00	
Contingency Allowance (5% of Base Bid Price)			\$168,750.00		\$175,243.50		\$182,190.29		\$182,400.00	
Total Bid Price (Base Bid + Contingency Allowance)			\$3,543,750.00		\$3,680,113.50		\$3,825,996.00		\$3,830,400.00	
Total Bid Price + Alternate 2			\$3,730,750.00		\$3,906,625.50		\$4,034,993.00		\$4,038,400.00	
Minority Affidavits			Yes		Yes		Yes		Yes	
Bid Security (5%)			Yes		Yes		Yes		Yes	
Addendum (1) Acknowledged			Yes		Yes		Yes		Yes	

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.



Bid Tabulation Sheet Summary - Main St Culvert Replacement - City of Concord Project No. 2023-024 Bid No. 2682  
Bids Received July 24, 2025, 11:00 AM

			CONTRACTOR: Carolina Siteworks, Inc. ADDRESS: PO Box 280 China Grove, NC 28023				Richard D. Suggs Construction LLC 4610 Paige Road Mt. Pleasant, NC 28124		Efficient Developments, LLC 10800 Sikes Place Suite 220 Charlotte, NC 28277		United of Carolinas, Inc. 1008 N. Tryon St. Charlotte, NC 28206		Sealand Contractors Corp. 12210 Bree Drive Midland, NC 28107		Mountaineer Contractors, Inc. P.O. Box 606 Kingwood, WV 26537	
Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid																
Culvert Replacement																
1	800	Mobilization	1	LS	\$ 24,687.50	\$ 24,687.50	\$ 100,000.00	\$ 100,000.00	\$ 97,800.00	\$ 97,800.00	\$ 95,000.00	\$ 95,000.00	\$ 87,450.00	\$ 87,450.00	\$ 45,000.00	\$ 45,000.00
2	801	Construction Surveying	1	LS	\$ 28,710.93	\$ 28,710.93	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 23,000.00	\$ 23,000.00
3	SP-01	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 16,000.00	\$ 16,000.00	\$ 35,000.00	\$ 35,000.00	\$ 2,000.00	\$ 2,000.00
4	SP-02	Comprehensive Grading	1	LS	\$ 662,340.62	\$ 662,340.62	\$ 400,000.00	\$ 400,000.00	\$ 450,418.42	\$ 450,418.42	\$ 498,000.00	\$ 498,000.00	\$ 238,687.50	\$ 238,687.50	\$ 120,173.00	\$ 120,173.00
5	SP-03	Select Material	2600	TN	\$ 46.87	\$ 121,862.00	\$ 65.00	\$ 169,000.00	\$ 35.00	\$ 91,000.00	\$ 52.00	\$ 135,200.00	\$ 38.00	\$ 98,800.00	\$ 45.00	\$ 117,000.00
6	SP-04	Borrow Excavation	100	CY	\$ 50.00	\$ 5,000.00	\$ 30.00	\$ 3,000.00	\$ 40.00	\$ 4,000.00	\$ 45.00	\$ 4,500.00	\$ 60.00	\$ 6,000.00	\$ 53.00	\$ 5,300.00
7	SP-05	Rock Removal	100	CY	\$ 191.40	\$ 19,140.00	\$ 125.00	\$ 12,500.00	\$ 70.00	\$ 7,000.00	\$ 71.00	\$ 7,100.00	\$ 90.00	\$ 9,000.00	\$ 81.00	\$ 8,100.00
8	225	Undercut Excavation	100	CY	\$ 46.87	\$ 4,687.00	\$ 75.00	\$ 7,500.00	\$ 70.00	\$ 7,000.00	\$ 71.00	\$ 4,970.00	\$ 90.00	\$ 6,300.00	\$ 38.00	\$ 3,800.00
9	300	Foundation Conditioning Material, Minor Structures	70	TN	\$ 70.93	\$ 4,965.10	\$ 65.00	\$ 4,550.00	\$ 75.00	\$ 5,250.00	\$ 71.00	\$ 4,970.00	\$ 90.00	\$ 6,300.00	\$ 81.00	\$ 5,670.00
10	300	Foundation Conditioning Geotextile	500	SY	\$ 3.90	\$ 1,950.00	\$ 12.50	\$ 6,250.00	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
11	SP-07	8' X 9' Precast Reinforced Concrete Culvert	80	LF	\$ 3,242.18	\$ 259,374.40	\$ 7,000.00	\$ 560,000.00	\$ 2,500.00	\$ 200,000.00	\$ 2,200.00	\$ 176,000.00	\$ 3,000.00	\$ 240,000.00	\$ 4,200.00	\$ 336,000.00
12	SP-08	Precast Modular Block Gravity Retaining Wall, Strong Stone or eq.	780	SF	\$ 179.68	\$ 140,150.40	\$ 400.00	\$ 312,000.00	\$ 200.00	\$ 156,000.00	\$ 240.00	\$ 187,200.00	\$ 220.00	\$ 171,600.00	\$ 268.00	\$ 209,040.00
13	SP-09	Non-standard Towell	2	CY	\$ 7,812.50	\$ 15,625.00	\$ 8,000.00	\$ 16,000.00	\$ 3,750.00	\$ 7,500.00	\$ 750.00	\$ 1,500.00	\$ 2,750.00	\$ 5,500.00	\$ 4,050.00	\$ 8,100.00
14	SP-09	Additional Concrete for Toewall	10	CY	\$ 390.62	\$ 3,906.20	\$ 750.00	\$ 7,500.00	\$ 2,205.00	\$ 22,050.00	\$ 750.00	\$ 7,500.00	\$ 2,250.00	\$ 22,500.00	\$ 4,050.00	\$ 40,500.00
15	610	Surface Course S 9.5B	30	TN	\$ 155.78	\$ 4,673.40	\$ 475.00	\$ 14,250.00	\$ 250.00	\$ 7,500.00	\$ 260.00	\$ 7,800.00	\$ 200.00	\$ 6,000.00	\$ 154.00	\$ 4,620.00
16	610	Intermediate Course I 19.0C	25	TN	\$ 169.12	\$ 4,228.00	\$ 365.00	\$ 9,125.00	\$ 200.00	\$ 5,000.00	\$ 138.00	\$ 3,450.00	\$ 200.00	\$ 5,000.00	\$ 151.00	\$ 3,775.00
17	610	Base Course B 25.0C	80	TN	\$ 156.68	\$ 12,534.40	\$ 355.00	\$ 28,400.00	\$ 190.00	\$ 15,200.00	\$ 138.00	\$ 11,040.00	\$ 200.00	\$ 16,000.00	\$ 154.00	\$ 12,320.00
18	620	Asphalt Binder for Plant Mix	7	TN	\$ 887.70	\$ 6,213.90	\$ 990.00	\$ 6,930.00	\$ 700.00	\$ 4,900.00	\$ 810.00	\$ 5,670.00	\$ 700.00	\$ 4,900.00	\$ 650.00	\$ 4,550.00
19	607	Incidental Milling	100	SY	\$ 54.14	\$ 5,414.00	\$ 40.00	\$ 4,000.00	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 30.00	\$ 3,000.00	\$ 65.00	\$ 6,500.00
20	654	Asphalt Plant Mix, Pavement Repair	36	TN	\$ 351.56	\$ 12,656.16	\$ 520.00	\$ 18,720.00	\$ 240.00	\$ 8,640.00	\$ 150.00	\$ 5,400.00	\$ 340.00	\$ 12,240.00	\$ 217.00	\$ 7,812.00
21	846	2'-6" Concrete Curb & Gutter	200	LF	\$ 48.34	\$ 9,668.00	\$ 85.00	\$ 17,000.00	\$ 50.00	\$ 10,000.00	\$ 46.00	\$ 9,200.00	\$ 45.00	\$ 9,000.00	\$ 102.00	\$ 20,400.00
22	848	4" Concrete Sidewalk	15	SY	\$ 108.07	\$ 1,621.05	\$ 250.00	\$ 3,750.00	\$ 50.00	\$ 750.00	\$ 74.00	\$ 1,110.00	\$ 90.00	\$ 1,350.00	\$ 215.00	\$ 3,225.00
23	SP-10	Concrete Steps	0.7	SY	\$ 15,625.00	\$ 10,937.50	\$ 4,000.00	\$ 2,800.00	\$ 3,675.00	\$ 2,572.50	\$ 1,000.00	\$ 700.00	\$ 3,750.00	\$ 2,625.00	\$ 3,200.00	\$ 2,240.00
24	848	6" Concrete Driveway	8	SY	\$ 101.31	\$ 810.48	\$ 550.00	\$ 4,400.00	\$ 200.00	\$ 1,600.00	\$ 150.00	\$ 1,200.00	\$ 135.00	\$ 1,080.00	\$ 148.00	\$ 1,184.00
25	858	Adjustment of Manholes	1	EA	\$ 2,343.75	\$ 2,343.75	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
26	858	Adjustment of Valve Boxes	3	EA	\$ 1,250.00	\$ 3,750.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00	\$ 500.00	\$ 1,500.00	\$ 350.00	\$ 1,050.00	\$ 1,200.00	\$ 3,600.00
27	SP-11	Flowable Fill for Storm Pipe Abandonment	10	CY	\$ 1,171.87	\$ 11,718.70	\$ 200.00	\$ 2,000.00	\$ 385.00	\$ 3,850.00	\$ 390.00	\$ 3,900.00	\$ 350.00	\$ 3,500.00	\$ 380.00	\$ 3,800.00
28	SP-12	Stream Pump Around Operation	1	LS	\$ 104,545.31	\$ 104,545.31	\$ 140,000.00	\$ 140,000.00	\$ 45,000.00	\$ 45,000.00	\$ 53,000.00	\$ 53,000.00	\$ 45,000.00	\$ 45,000.00	\$ 14,100.00	\$ 14,100.00
29	SP-14	No.57 Stone for Steam Structures	100	TN	\$ 71.09	\$ 7,109.00	\$ 75.00	\$ 7,500.00	\$ 160.00	\$ 16,000.00	\$ 79.00	\$ 7,900.00	\$ 155.00	\$ 15,500.00	\$ 104.00	\$ 10,400.00
30	SP-14	Boulder	75	TN	\$ 312.50	\$ 23,437.50	\$ 135.00	\$ 10,125.00	\$ 200.00	\$ 15,000.00	\$ 210.00	\$ 15,750.00	\$ 220.00	\$ 16,500.00	\$ 221.00	\$ 16,575.00
31	SP-14	Rip Rap, Class A	20	TN	\$ 78.90	\$ 1,578.00	\$ 90.00	\$ 1,800.00	\$ 180.00	\$ 3,600.00	\$ 100.00	\$ 2,000.00	\$ 115.00	\$ 2,300.00	\$ 170.00	\$ 3,400.00
32	876	Rip Rap, Class 1	25	TN	\$ 82.03	\$ 2,050.75	\$ 100.00	\$ 2,500.00	\$ 155.00	\$ 3,875.00	\$ 100.00	\$ 2,500.00	\$ 120.00	\$ 3,000.00	\$ 230.00	\$ 5,750.00
33	876	Geotextile for Drainage	500	SY	\$ 7.81	\$ 3,905.00	\$ 5.00	\$ 2,500.00	\$ 6.00	\$ 3,000.00	\$ 10.00	\$ 5,000.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
34	1605	Temporary Silt Fence	120	LF	\$ 5.46	\$ 655.20	\$ 8.00	\$ 960.00	\$ 3.00	\$ 360.00	\$ 4.00	\$ 480.00	\$ 5.00	\$ 600.00	\$ 4.00	\$ 480.00
35	SP-17	Coir Fiber Matting	750	SY	\$ 15.62	\$ 11,715.00	\$ 8.00	\$ 6,000.00	\$ 6.00	\$ 4,500.00	\$ 10.00	\$ 7,500.00	\$ 7.50	\$ 5,625.00	\$ 6.00	\$ 4,500.00
36	SP-18	Storm Drain Inlet Protection	11	EA	\$ 390.62	\$ 4,296.82	\$ 350.00	\$ 3,850.00	\$ 175.00	\$ 1,925.00	\$ 300.00	\$ 3,300.00	\$ 220.00	\$ 2,420.00	\$ 385.00	\$ 4,235.00
37	SP-19	Safety Fence	300	LF	\$ 6.25	\$ 1,875.00	\$ 8.00	\$ 2,400.00	\$ 1.89	\$ 567.00	\$ 10.00	\$ 3,000.00	\$ 2.15	\$ 645.00	\$ 1.85	\$ 555.00
38	SP-20	8" Compost Filter Sock	140	LF	\$ 12.50	\$ 1,750.00	\$ 15.00	\$ 2,100.00	\$ 14.18	\$ 1,985.20	\$ 10.00	\$ 1,400.00	\$ 8.25	\$ 1,155.00	\$ 12.00	\$ 1,680.00
39	1631	Matting for Erosion Control (Biodegradable Netting)	1500	SY	\$ 12.50	\$ 18,750.00	\$ 7.50	\$ 11,250.00	\$ 2.36	\$ 3,540.00	\$ 10.00	\$ 15,000.00	\$ 2.65	\$ 3,975.00	\$ 3.20	\$ 4,800.00
40	1660	Seeding and Mulching	0.7	AC	\$ 7,812.50	\$ 5,468.75	\$ 7,000.00	\$ 4,900.00	\$ 3,625.00	\$ 2,537.50	\$ 4,800.00	\$ 3,360.00	\$ 4,250.00	\$ 2,975.00	\$ 18,572.00	\$ 13,000.40
Storm Sewer																
41	305	24" RCP Storm Pipe (Class III)	260	LF	\$ 186.06	\$ 48,375.60	\$ 240.00	\$ 62,400.00	\$ 185.00	\$ 48,100.00	\$ 150.00	\$ 39,000.00	\$ 165.00	\$ 42,900.00	\$ 205.00	\$ 53,300.00
42	305	24" RCP Storm Pipe (Class IV)	111	LF	\$ 197.46	\$ 21,918.06	\$ 255.00	\$ 28,305.00	\$ 200.00	\$ 22,200.00	\$ 162.00	\$ 17,982.00	\$ 180.00	\$ 19,980.00	\$ 205.00	\$ 22,755.00
43	305	24" DIP Storm Pipe	22	LF	\$ 359.37	\$ 7,906.14	\$ 380.00	\$ 8,360.00	\$ 540.00	\$ 11,880.00	\$ 480.00	\$ 10,560.00	\$ 600.00	\$ 13,200.00	\$ 555.00	\$ 12,210.00
44	305	18" RCP Storm Pipe (Class III)	29	LF	\$ 150.10	\$ 4,352.90	\$ 220.00	\$ 6,380.00	\$ 150.00	\$ 4,350.00	\$ 127.00	\$ 3,683.00	\$ 145.00	\$ 4,205.00	\$ 165.00	\$ 4,785.00
45	305	18" RCP Storm Pipe (Class IV)	66	LF	\$ 165.20	\$ 10,903.20	\$ 230.00	\$ 15,180.00	\$ 155.00	\$ 10,230.00	\$ 135.00	\$ 8,910.00	\$ 160.00	\$ 10,560.00	\$ 145.00	\$ 9,570.00
46	305	15" RCP Storm Pipe (Class III)	362	LF	\$ 118.06	\$ 42,737.72	\$ 215.00	\$ 77,830.00	\$ 125.00	\$ 45,250.00	\$ 101.00	\$ 36,562.00	\$ 120.00	\$ 43,440.00	\$ 120.00	\$ 43,440.00
47	310	18" Pipe End Section	1	EA	\$ 4,603.98	\$ 4,603.98	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,860.00	\$ 1,860.00	\$ 1,900.00	\$ 1,900.00	\$ 4,800.00	\$ 4,800.00
48	840	Masonry Drainage Structures, Std. 840.01	4	EA	\$ 5,859.37	\$ 23,437.48	\$ 8,500.00	\$ 34,000.00	\$ 3,900.00	\$ 15,600.00	\$ 4,680.00	\$ 18,720.00	\$ 3,800.00	\$ 15,200.00	\$ 5,000.00	\$ 20,000.00
49	840	Masonry Drainage Structures, Std. 840.01 - Additional Depth	5	LF	\$ 234.37	\$ 1,171.85	\$ 150.00	\$ 750.00	\$ 530.00	\$ 2,650.00	\$ 720.00	\$ 3,600.00	\$ 375.00	\$ 1,875.00	\$ 500.00	\$ 2,500.00
50	840	Masonry Drainage Structures,asonry														

ORD.

CAPITAL PROJECT ORDINANCE AMENDMENT  
Stormwater Projects

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

SECTION 1. The project authorized and amended is Main St Culvert.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
474-4361000	Investment Earnings	179,979	273,059	93,080
Total				93,080

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
7103-5811354	Main St Culvert	1,000,000	1,800,428	800,428
7103-5811357	Buffalo Ave Culvert	750,000	650,000	(100,000)
7103-5811082	Future Projects	607,348	0	(607,348)
Total				93,080

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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


\_\_\_\_\_  
VaLerie Kolcznski, City Attorney

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

1. Name of development: Lynn Wood Junior Estates
2. Name and address of owner(s)/developer(s): Jason Barnes  
2755 Old Airport Road Concord, NC 28025
3. Owner(s)/developer(s) telephone: (704)783-5702 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: \_\_\_\_\_  
\_\_\_\_\_
5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_  
\_\_\_\_\_
7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
Jason Barnes 2755 Old Airport Road Concord, NC 28025
8. Telephone number of person to whom comments should be sent: 704)783-5702  
Fax: \_\_\_\_\_
9. Location of property: 2755 Old Airport Road Concord, NC 28025
10. Cabarrus County P.I.N.#: 56403069660000
11. Current zoning classification: LDR
12. Total acres: 1.79 Total lots proposed: 1
13. Brief Description of development: I would like to request sanitary sewer service from  
the COC in order to transfer from an existing septic system to sewer service with the City.
14. Proposed Construction Schedule Pending approval, permits and construction would be  
started to follow within one month.
15. Type of Service requested 4" Sanitary Sewer Service Tap.  
City sewer main is currently located on the property. Property is currently connected to City Water.

06/23/2025

Date

  
Signature of Owner/Agent

Jason Barnes

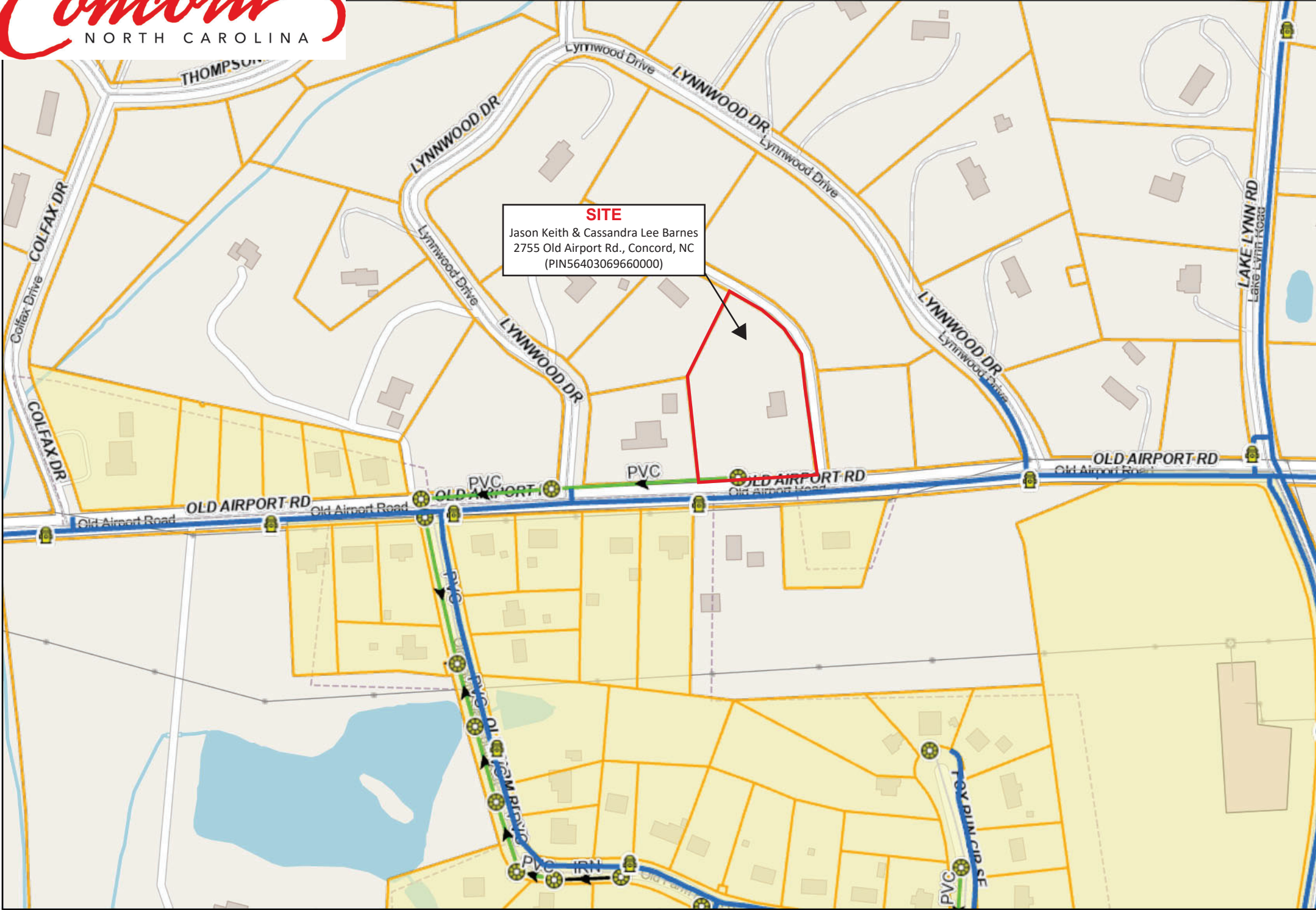
Name (printed)

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

**Staff Use Only:**

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





Date: Thursday, June 26, 2025

**Property Owner/Applicant:**  
Jason Keith Barnes & Cassandra Lee Barnes  
2755 Old Airport Rd., Concord, NC 28025

**Site Development Description & Location:** Jason Keith Barnes & Cassandra Lee Barnes at 2755 Old Airport Rd., Concord, NC 28025 (PIN56403069660000) The 2.11-acre parcel located within Cabarrus County jurisdiction is zoned LDR and within Area B of the Cabarrus County and City of Concord interlocal agreement Regarding the Central Area Plan. Described as Lot 3 of the Lynnwood Junior Estates Plat recorded in Plat book 12, Page 42.

**Area Water and Sewer Utility Description:** Public water and sewer utility is considered available within Old Airport Rd. The parcel is currently served by Concord public water.

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

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

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

6/26/2025, 1:09:33 PM

Hydrant

City

Pressure Main

Unknown Line Type

Distribution Main

Sewer Manhole

Sewer Gravity Main

Poly Vinyl Chloride

Ductile Iron

Parcels New

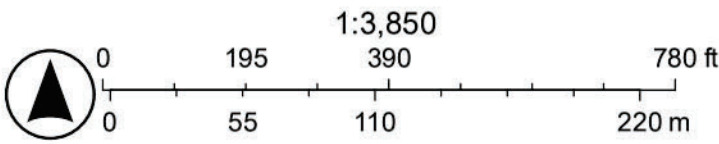
Centerline

City of Concord

**Notice**

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

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



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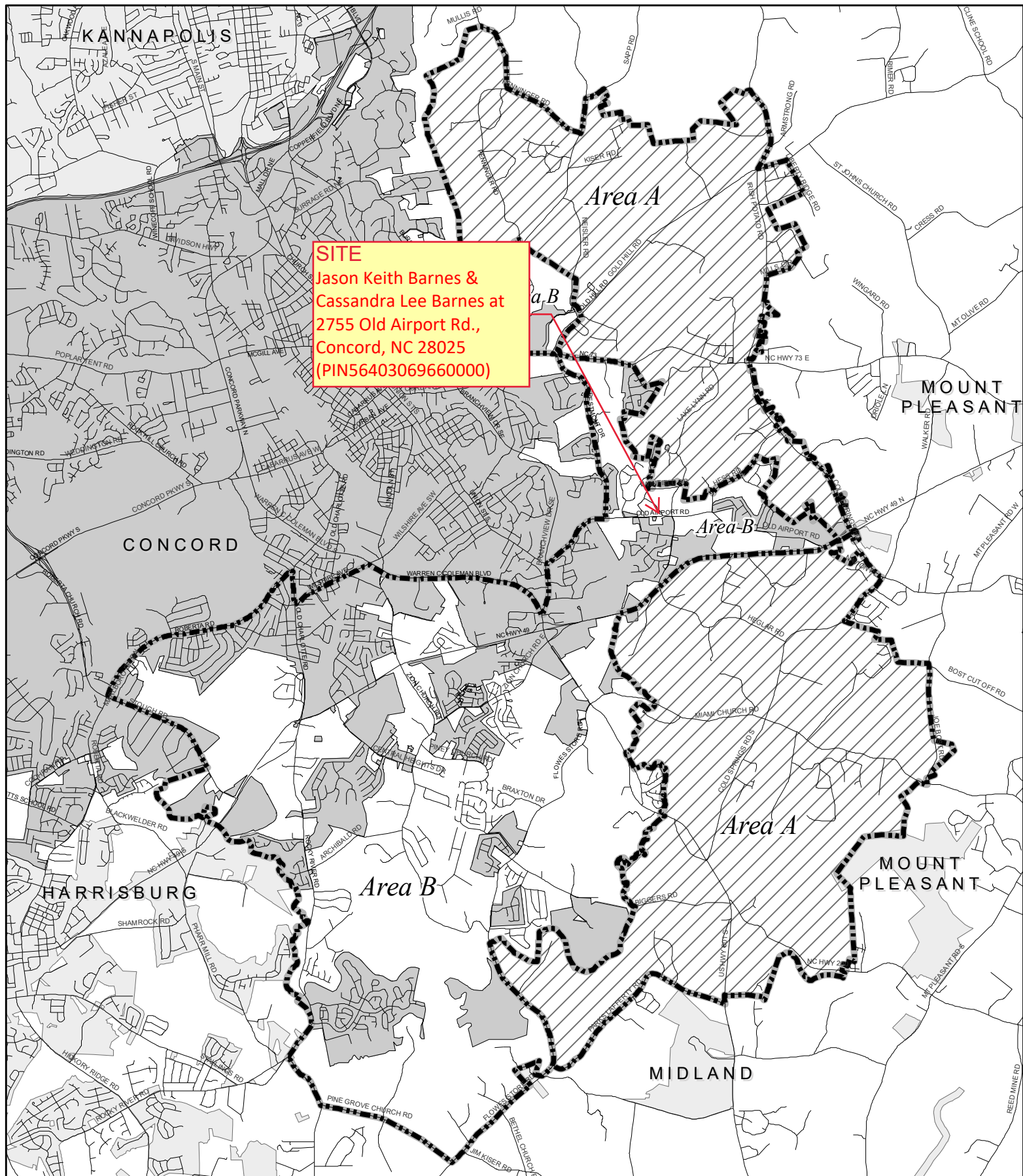





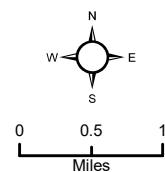


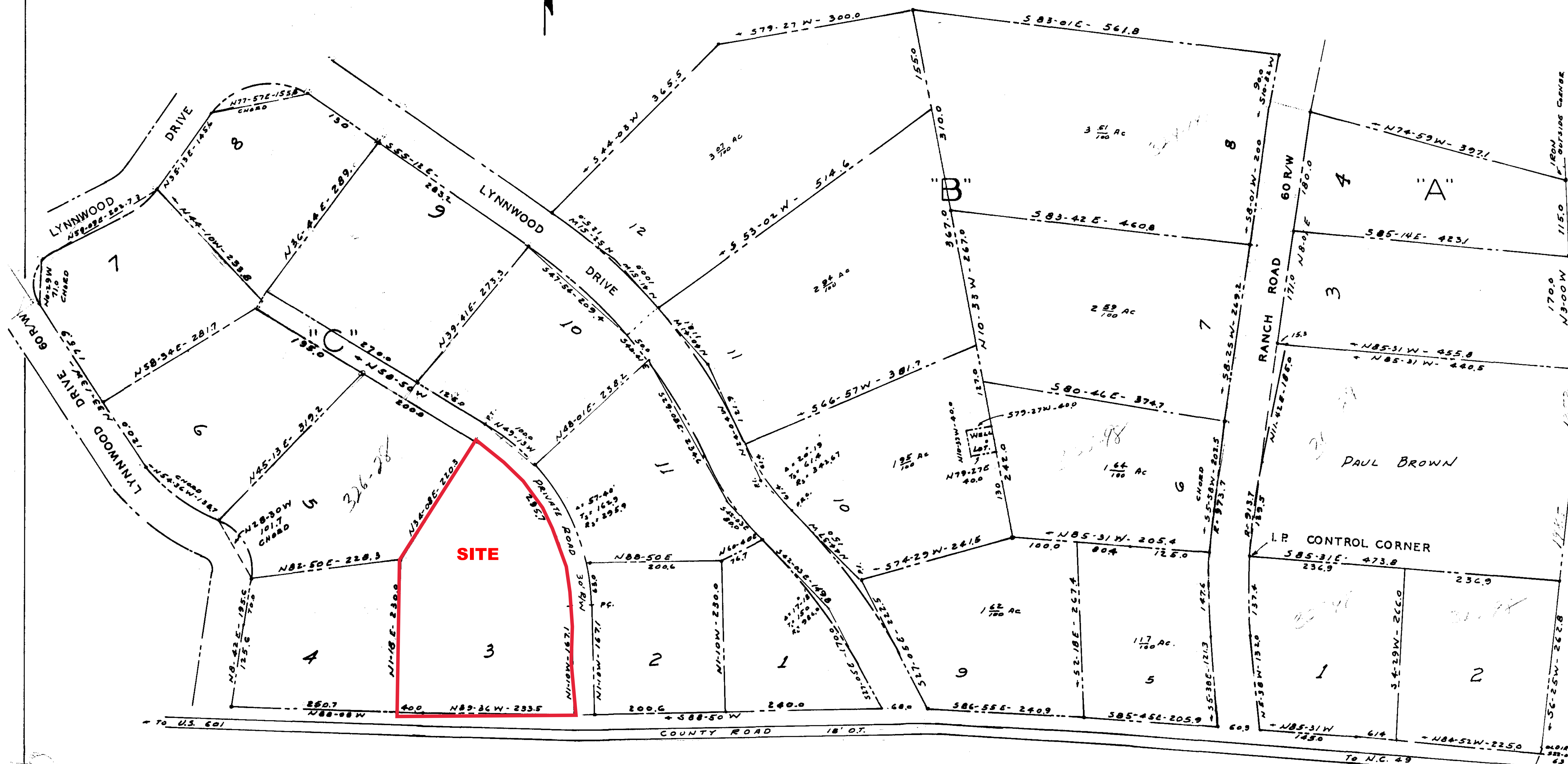
Exhibit C

Central Area Plan  
Areas A & B

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







NOTE: ALL ESTATES RESTRICTED  
SEE RECORDED RESTRICTIONS  
IRONS AT ALL CORNERS

LYNN WOOD  
JUNIOR ESTATES  
SECTION - 1 -  
PROPERTY OF FRANK L. RIDENHOUR & WIFE, MARY L. RIDENHOUR  
N° 11 TWP. CABARRUS CO. N. C.  
SCALE 1" = 100'  
MAY 7, 1962

CABARRUS COUNTY  
Deputy Clerk  
I, Helen E. McClamrock, Deputy Clerk of Cabarrus County, N. C., do hereby certify that the foregoing plat was personally prepared before me and I have duly sworn that it is a true and correct copy of the original as the same was presented to me for registration.  
Witness my hand and the seal of said County at Concord, N. C., this 7th day of May, 1962.

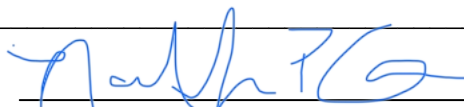
OFFICE REGISTER OF DEEDS  
CABARRUS COUNTY, N. C.  
Filed for Registration on the  
17th day of May, 1962  
at 10 o'clock A. M.  
and registered in record of  
Page 42  
Helen E. McClamrock  
Register of Deeds

BROWN ENGINEERING CO.  
CONCORD, N. C. Wm. L. Brown  
REG'D P. E. N. C. N° 599

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

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

\_\_\_\_\_  
Date

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

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

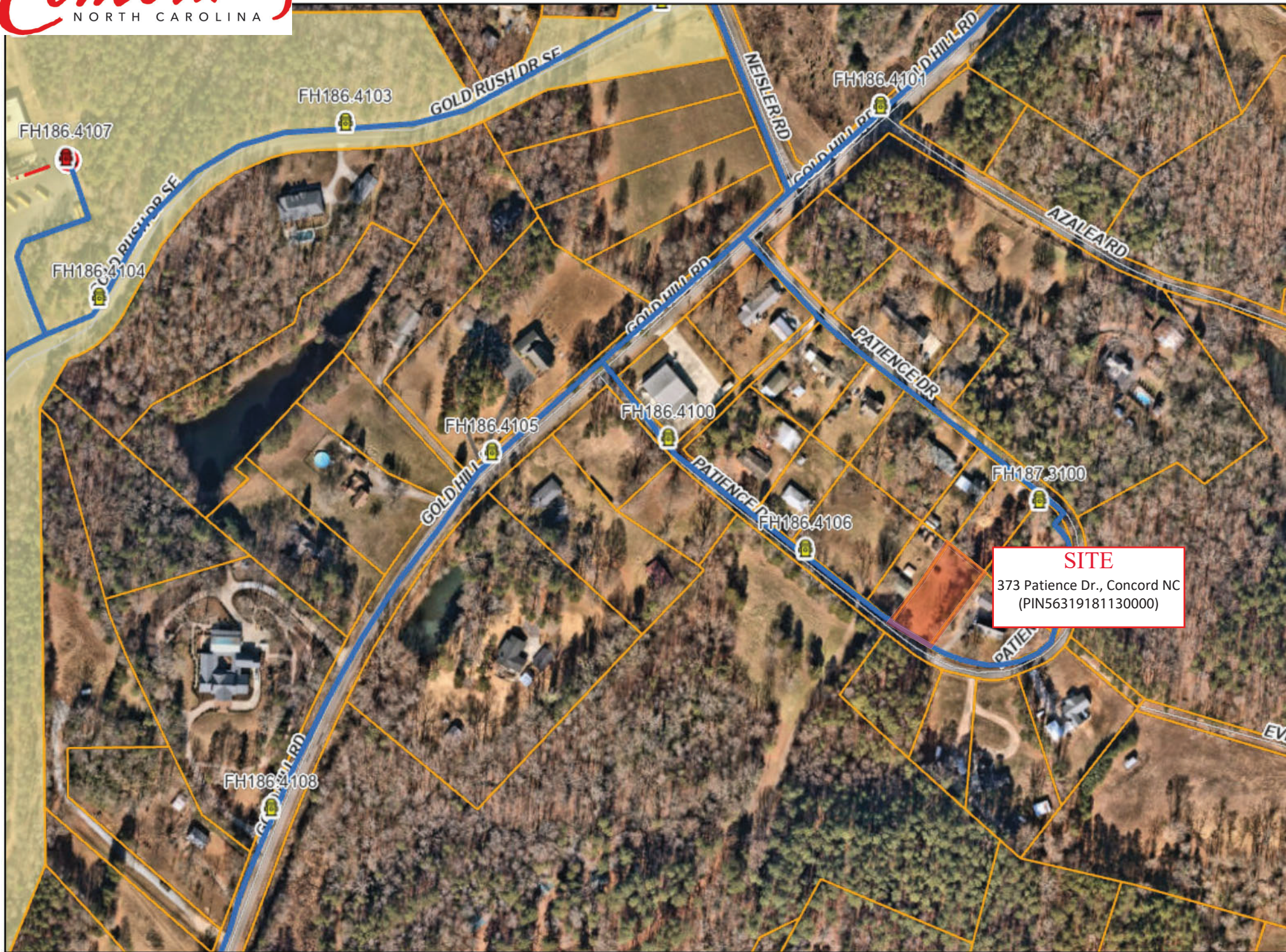
**NOTE:** *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

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

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



# Concord W-S Utility ArcGIS Exhibit Map



Date: Thursday, July 17, 2025

Property Owner/Applicant:  
Nathaniel Patrick Quan and Robert Nathan Sipp  
10945 Busbin Rd  
Mt Pleasant NC 28124

**Site Development Description & Location:** Nathaniel Patrick Quan and Robert Nathan Sipp, joint owners, at 373 Patience Dr., Concord NC 28025 (PIN56319181130000). The 0.44-acre parcel located within Cabarrus County jurisdiction is zoned AO and within Area A of the Cabarrus County and City of Concord interlocal agreement Regarding the Central Area Plan. Described as Lots 149-152 indicated on the Cold Water Hills plat recorded in Plat book 8, Page 68.

**Area Water and Sewer Utility Description:** Public water is considered available within Patience Dr. The parcel is not considered served by public sewer.

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

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

THIS IS NOT A CONTRACT, NOR IS IT AN OFFER TO CONTRACT. THIS IS NOT CONSIDERED VESTING FOR SEWER FLOW ALLOCATION APPROVAL, NOR IS CONSIDERED AN OFFER OF SEWER FLOW ALLOCATION APPROVAL BY THE CITY.

Please note that the actual horizontal and vertical locations of the water and sewer mains with the associated appurtenances should be verified by survey.

In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension has been identified and approved in the City's capital improvement plan.

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

6/13/2025, 3:39:34 PM

Hydrant



City



Private

Pressure Main



Blow Off



Distribution Main



Private Water Feature



Private Water Line



Parcels New



Centerline

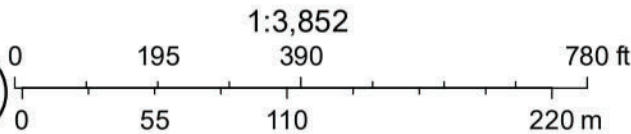


City of Concord

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



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



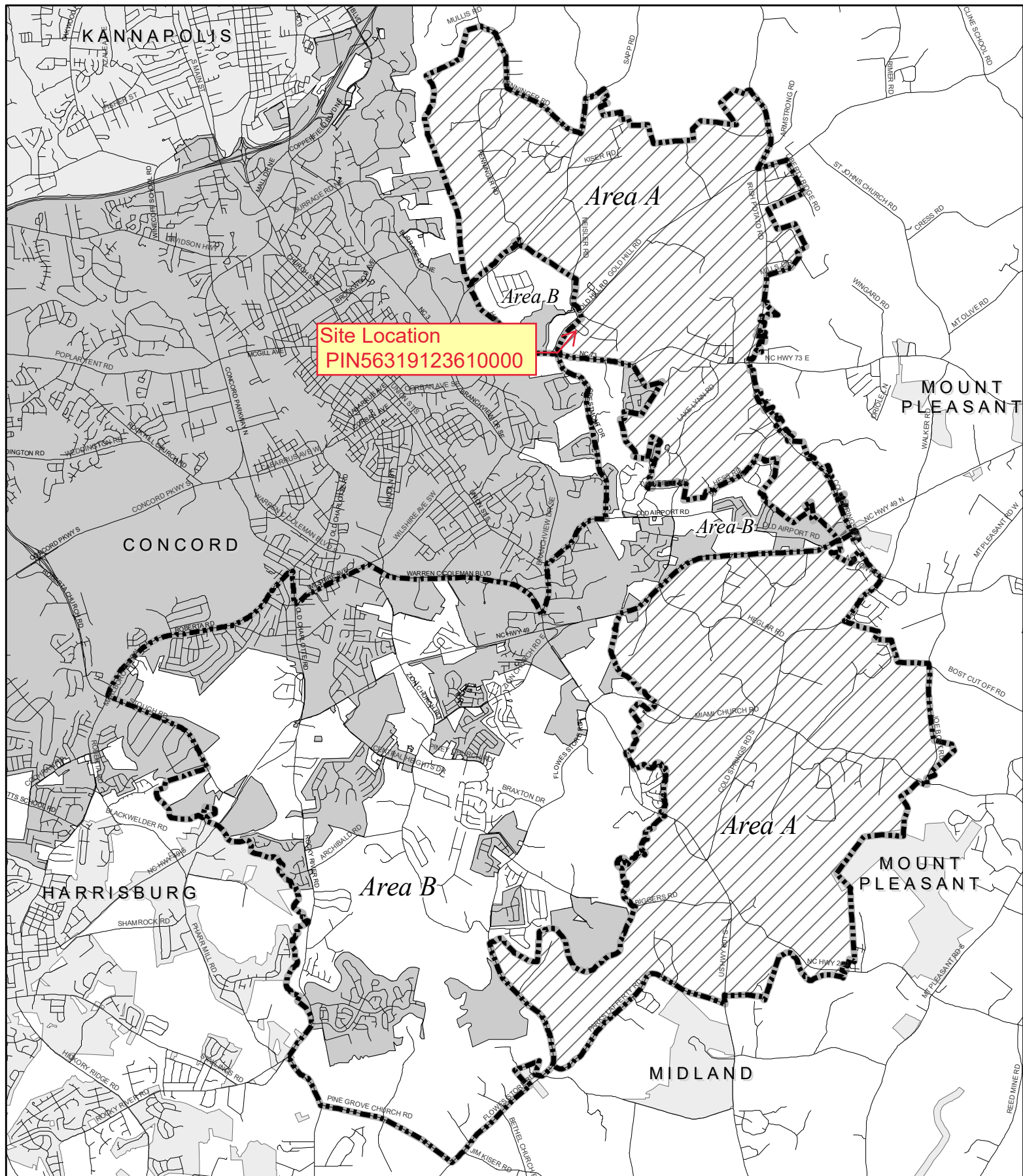





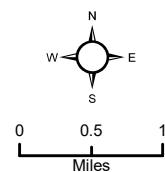


Exhibit C

Central Area Plan  
Areas A & B

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



17519 0020

FILED ELECTRONICALLY  
CABARRUS COUNTY NC  
M. WAYNE NIXON

FILED Jul 11, 2025  
AT 01:49:00 PM  
BOOK 17519  
START PAGE 0020  
END PAGE 0027  
INSTRUMENT # 15273  
EXCISE TAX \$70.00

Excise Tax \$ 70.00

Recording Time, Book and Page

FILE # 25-2180ef

NORTH CAROLINA GENERAL WARRANTY DEED

Tax Lot No. Parcel Identifier No. 5631 91 8113 0000  
Mail after recording to Ferguson Hayes Hawkins, PLLC, PO BOX 444, Concord, NC 28026-0444  
This instrument was prepared by Brian P. Hayes, Ferguson Hayes Hawkins, PLLC

Brief Description for the index

THIS DEED made this 8<sup>th</sup> day of July, 2025, by and between

GRANTOR	GRANTEE
JANE V. LENTZ , unmarried; and CHERYL L . HERRING and spouse, BRADLEY WILLIAM HERRING, JR.; and  STEPHEN EUGENE LENTZ, unmarried; and GEORGE MICHAEL LENTZ and spouse, ROBERT LEE LAREW  <u>Mailing Address:</u> 1001 Kenilworth Ct NW Concord, NC 28027	NATHANIEL PATRICK QUAN, married, a one-half (1/2) interest; and  ROBERT NATHAN SIPP, married, a one-half (1/2) interest As Tenants in Common  <u>Mailing Address:</u> 2900 Mt. Pleasant Road N Concord, North Carolina 28025

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in CABARRUS County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT “A”

Submitted electronically by "Ferguson Hayes Hawkins, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the Memorandum of Understanding with  
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

17519 0021

The property hereinabove described was acquired by Grantor by instrument recorded in Book 275, Page 97.

All or a portion of the property herein ☐ does or ☒ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 8, Page 68.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**SUBJECT TO easements and restrictions of record.**  
**SUBJECT TO easements and setback lines as shown on the recorded plat.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

---

SIGNATURES AND NOTARY ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES.

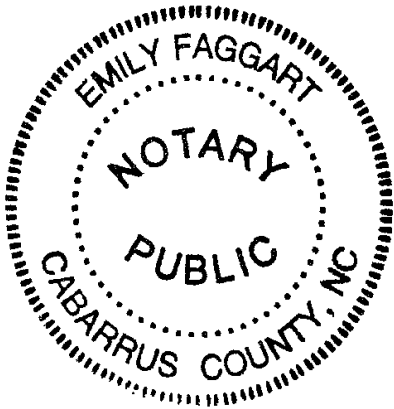
Jane V. Lentz by Cheryl L. Herring (SEAL)  
JANE V. LENTZ, by her attorney-in-fact  
CHERYL L. HERRING

STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I, a Notary Public of Cabarrus County, North Carolina, do hereby certify that CHERYL L. HERRING, Agent and Attorney-in-Fact for JANE V. LENTZ personally appeared before me this day being duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of JANE V. LENTZ and that his authority to execute and acknowledge the said instrument is contained in an instrument duly executed, acknowledged and recorded in Cabarrus County Registry, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; that the said CHERYL L. HERRING acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said JANE V. LENTZ.

WITNESS my hand and Notarial Stamp or Seal, this the 8th day of July 2025.

(Official Seal)



Emily Faggart Notary Public

Printed or Typed Name: Emily Faggart

My commission expires: 1/1/2028

17519 0023

*Cheryl L. Herring* (SEAL)  
CHERYL L. HERRING

*Bradley William Herring Jr.* (SEAL)  
BRADLEY WILLIAM HERRING, JR.

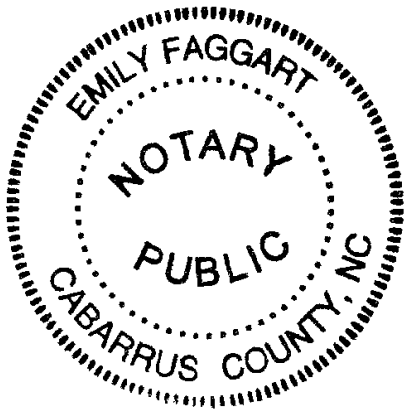
STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

CHERYL L. HERRING

Date: *July 8, 2025*

(Official Seal)



*Emily Faggart* Notary Public

Printed or Typed Name: *Emily Faggart*

My commission expires: *1/11/2028*

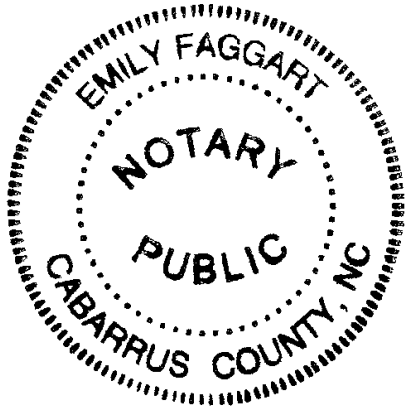
STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

BRADLEY WILLIAM HERRING, JR.

Date: *July 8, 2025*

(Official Seal)



*Emily Faggart* Notary Public

Printed or Typed Name: *Emily Faggart*

My commission expires: *1/11/2028*



*George Michael Lentz* (SEAL)  
GEORGE MICHAEL LENTZ

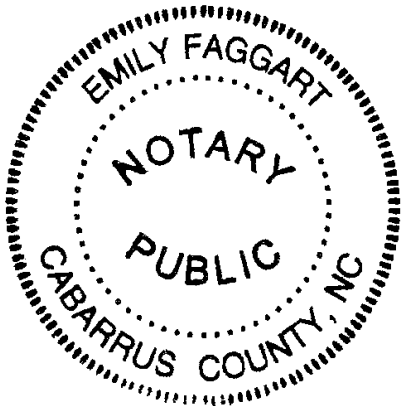
STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

GEORGE MICHAEL LENTZ

Date: *July 8, 2025*

(Official Seal)



*Emily Faggart* Notary Public

Printed or Typed Name: *Emily Faggart*

My commission expires: *1/11/2028*

 (SEAL)  
ROBERT LEE LAREW

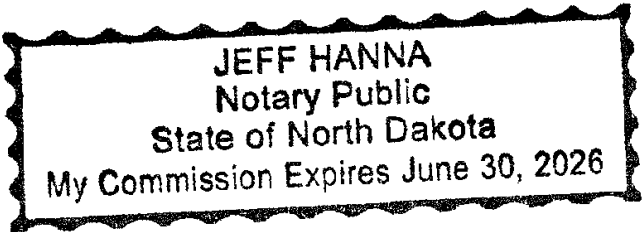
STATE OF NORTH CAROLINA, COUNTY OF CABARRUS


I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

ROBERT LEE LAREW

Date: 07/08/2025

(Official Seal)



 Notary Public

Printed or Typed Name: Jeff Hanna

My commission expires: 06/30/2026

Cass County / North Dakota

17519 0026

Stephen Eugene Lentz (SEAL)  
STEPHEN EUGENE LENTZ

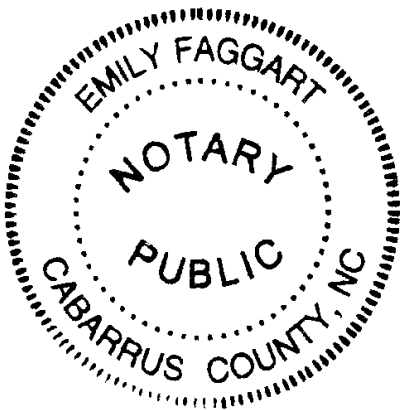
STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

STEPHEN EUGENE LENTZ

Date: July 8, 2025

(Official Seal)



Emily Faggart Notary Public

Printed or Typed Name: Emily Faggart

My commission expires: 1/11/2028

17519 0027

EXHIBIT "A"

Lying and being in No. 5 Township, Cabarrus County, N.C., and being Lots Nos. 149 through 152 inclusive, in Cold Water Hill, as shown on map made by Walter L. Furr, Jr., C.E. dated October 21st, 1948, which is recorded in the office of the Register of Deeds for Cabarrus County, N.C., in Map Book No. 8 Page 68, and being particularly described as follows:

Beginning at an iron stake in the North side of Goodman Drive, a corner of Lot No. 148-149 and runs thence with the North side of Goodman Drive North 55-10 West 100 feet to an iron stake, a corner of Lots Nos. 152 and 153; thence with dividing line of Lots Nos. 152-153 North 39-50 East 208 feet to an iron stake, a corner of Lots Nos. 131-132 152-153; thence South 55-10 East 100 feet to an iron stake corner of Lots Nos. 148, 149, 135 136; thence with the dividing line of Lots Nos. 148-149 South 38-50 West 200 feet to the Beginning.

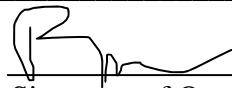
For back title reference see the deed conveyed to George Edgar Lentz recorded in Deed Book 275, Page 97, Cabarrus County Registry.

George Edgar Lentz died on March 3, 2021, intestate, survived by his spouse Jane V. Lentz and his three children Cheryl L. Herring, Stephen Eugene Lentz and George Michael Lentz. (See Estate File No. 21 E 425 in the Office of the Clerk of Superior Court for Cabarrus County, North Carolina.)

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

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

\_\_\_\_\_  
Date



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

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

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

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

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



# Concord ArcGIS Exhibit Map



Date: Wednesday, July 16, 2025

Property Owner/Applicant:  
Reginald & Brandi Moore  
7108 Hollyhouse Dr., Charlotte, NC 28215

**Site Development Description & Location:** Preliminary water utility service inquiry for Reggie Moore at 4326 US Hwy 601 South Concord NC 28025 (PIN55481709820000). The approximately 22.909-acre parcel is located within the Cabarrus County jurisdiction, which is zoned LDR and is located within Area B of the City of Concord and Cabarrus County Central Area Agreement.

**Area Water and Sewer Utility Description:** The parcel is considered served by public water located within US Hwy 601 S right of way. The parcel is not considered served by Concord public gravity sanitary sewer.

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

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

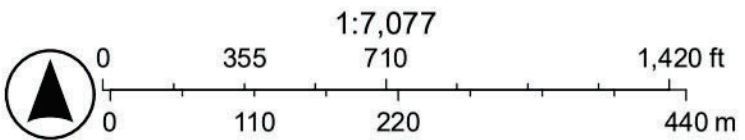
THIS IS NOT A CONTRACT, NOR IS IT AN OFFER TO CONTRACT. THIS IS NOT CONSIDERED VESTING FOR SEWER FLOW ALLOCATION APPROVAL, NOR IS CONSIDERED AN OFFER OF SEWER FLOW ALLOCATION APPROVAL BY THE CITY. Please note that the actual horizontal and vertical locations of the water and sewer mains with the associated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

7/16/2025, 11:15:01 AM



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



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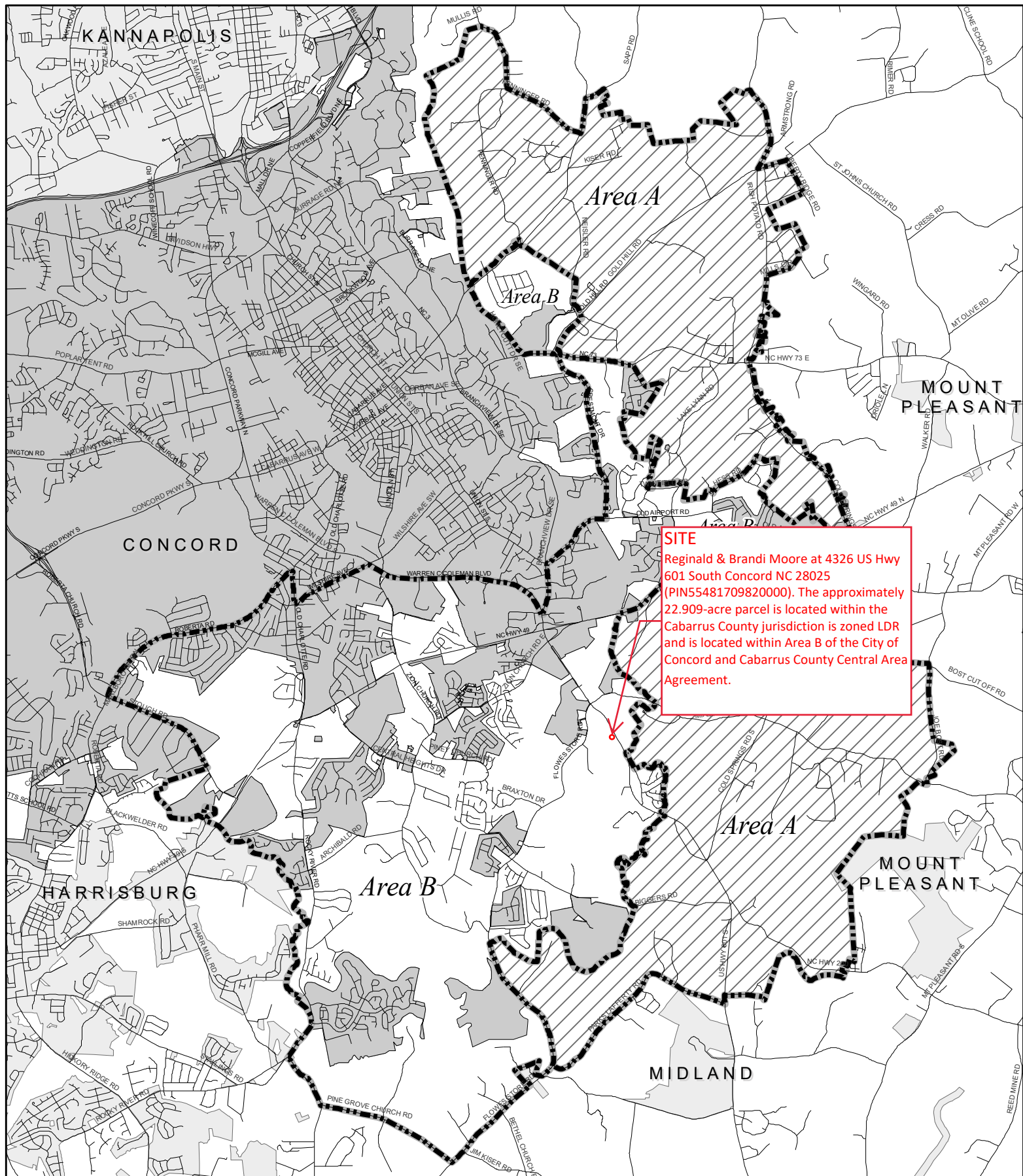





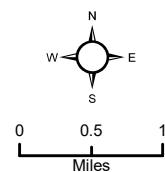


Exhibit C

Central Area Plan  
 Areas A & B

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





**Community Development Block Grant Program  
(CDBG)  
Policies and Procedures Manual**

**City of Concord**  
**Planning & Neighborhood Development Department**  
35 Cabarrus Avenue West  
Concord, NC 28025

Adopted: October 12, 2023



TABLE OF CONTENTS

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II. CDBG Program Responsibilities.....p. 9

III. General Program Responsibilities .....p. 12

IV. Overarching Program Regulations and Requirements .....p. 18

V. Appendix A: Glossary.....p. 32

VI. Appendix B: Exhibits .....p. 36

## **I. INTRODUCTION**

### **The Community Development Block Grant (CDBG) Program**

The City of Concord receives a yearly allocation of Community Development Block Grant Program (CDBG) funding as an Entitlement grantee from the U.S. Department of Housing & Urban Development (HUD). As required by this program, the City of Concord contractually agrees to implement the program in accordance with the Housing and Community Development Act of 1974, the related CDBG program regulations in 24 CFR 570, and all cross cutting federal regulations. The City of Concord's grants management system is structured to comply with HUD and the Office of Management and Budget's (OMB's) regulations for governmental and public agencies found in related CDBG program regulations in 24 CFR 570. All CDBG allocations are subject to the regulations detailed in 2 CFR Part 200 (formerly, OMB Circulars A-110 (2 CFR Part 225), OMB Circulars A-110 and A-122 (2 CFR Part 230)), and OMB Circulars A-87 and A-133.

### **Purpose of Policies and Procedures**

This Policies and Procedures Manual is offered to provide an overview of the City of Concord's policies and procedures that pertain to the federal Community Development Block Grant Program. This Manual is not a substitute for CDBG Program regulations, but this information is provided in addition to the federal regulations. Although this Manual was developed with reasonable care and diligence, it is not fully comprehensive, and it does not include all of the requirements that affect the uses of CDBG Program funds. The City of Concord reserves the right to implement additional policies as needed.

This Policies and Procedures Manual addresses the following purposes:

- Provides a uniform guide for the administration of the City of Concord's CDBG Program locally. Although the Program conforms to federal rules and guidelines, it focuses primarily on locally-crafted procedures.
- Ensures that all City stakeholders, including applicants for funding, local jurisdictions and interested residents, have access to information about program administration.
- Demonstrates to HUD that the CDBG Program is administered in a way that is consistent with federal regulations and guidelines.

### **Amendments to Policies and Procedures**

As an administrative document, this Manual may be amended at any time with the approval of the Concord City Council.

A copy of this Manual will be distributed to key stakeholders prior to each funding cycle and the copy is available at <https://www.concordnc.gov/Departments/Planning/Community-Development/Plans-Reports>.

### **Key Documents Governing the CDBG Program**

The CDBG Program is administered in compliance with a complex structure of federal and local rules. The principal documents describing these rules, as well as the goals and performance of the City of Concord, are summarized in the table below.

Authority	Documents	Description	Links
Federal	CDBG Regulations and Guidance	Provides the binding rules (Code of Federal Regulations), agency guidance and advice for the CDBG program nationally.	CDBG Laws and Regulations: <a href="https://www.hudexchange.info/programs/cdbg/cdbg-laws-and-regulations/">https://www.hudexchange.info/programs/cdbg/cdbg-laws-and-regulations/</a>  Training materials on CDBG Program: <a href="https://www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/">https://www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/</a>
Consortium	Consolidated Plan	Required plan that contains needs assessment, housing market analysis, priorities and strategies for use of CDBG funds over the five-year period ending June 30, 2024.	<a href="https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#PlansReports">https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#PlansReports</a>
Consortium	Analysis of Impediments to Fair Housing Choice	Required assessment of Fair Housing issues in the tri-county region and measures to address them.	<a href="https://apps.concordnc.gov/legacy/planningweb/CommunityDevelopment/Fair_Housing_Impediments_July_2020.pdf">https://apps.concordnc.gov/legacy/planningweb/CommunityDevelopment/Fair_Housing_Impediments_July_2020.pdf</a>
Consortium	Action Plan	Time-specific goals and annual budget describing how the available CDBG resources will be spent.	<a href="https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#PlansReports">https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#PlansReports</a>
Consortium	CAPER	Annual performance report on the actual use of CDBG funds and what was produced.	<a href="https://concordnc.gov/Departments/Plannin g/Community-Development/Federal-Grant-Programs#PlansReports">https://concordnc.gov/Departments/Plannin g/Community-Development/Federal-Grant-Programs#PlansReports</a>

### Contact Information

*For any questions about this Manual, please contact:*

Pepper Bego, Federal Programs Coordinator  
 Planning & Neighborhood Development Department  
 City of Concord  
 35 Cabarrus Avenue West  
 Concord, NC 28025  
 Phone: (704) 920-5152  
 Email: <https://concordnc.gov/Departments/Planning/Contact-Us> or [Contact Form](#)

*For CDBG Program questions, contact the Greensboro HUD Office:*

Greensboro HUD Office  
 Ashville Building  
 1500 Pinecroft Road, Suite 401  
 Greensboro, NC 27407-3838  
 Phone: (336) 547-4000  
 Fax: (336) 547-4138  
 TTY: (336) 547-4054  
 NC Relay: 711 (Voice/TTY)

## CDBG Regulations

The CDBG program is a complex federal program that grew from eight distinct national programs. The CDBG regulations were dramatically revised from 1995 to 2006, primarily to add more flexibility for grantees when carrying out funded activities, to reflect statutory changes, and to respond to audits of the program by the Inspector General.

The basic program regulations governing management and administrative systems for the CDBG program are in [24 CFR Part 570, Subpart J](#). Other important CDBG program requirements such as civil rights laws, National Environmental Policy Act, Anti-displacement and Relocation Assistance Act, Americans with Disabilities Act, Davis-Bacon Act, etc. are in [24 CFR 570 Subpart K](#). Subrecipients shall also comply with 2 CFR 200, Uniform Administrative Requirements, cost Principles and Audit Requirements for Federal Awards. This manual provides the highlights of the most common federal regulations that apply to most CDBG-funded applications. For more information on CDBG programs and HUD regulations, please visit and <https://www.hudexchange.info/programs/cdbg/> and search for resources, trainings and toolkits.

## CDBG Program Management

The City of Concord's Planning and Neighborhood Development Department administers the City's CDBG programs and is responsible for ensuring that the activities of the CDBG Program are conducted in compliance with the Act and federal implementing regulations. HUD is responsible for monitoring participating jurisdictions to ensure compliance with CDBG program requirements.

The City is required to complete an array of plans and reports for the use of CDBG funds. Program management includes development of the five-year Consolidated Plan, the annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), compliance with the Citizen Participation Plan, Analysis of Impediments to Fair Housing, creating environmental review records, monitoring, and other required reporting per 24 CFR Part 570.

To achieve the national objectives, the City awards funds through a competitive process to Subrecipients. The Subrecipient is a public or private nonprofit agency, authority, or organization that receives CDBG funds from the City to undertake eligible activities.

## CDBG National Objectives

The primary objective of the programs authorized under title I of the [Housing and Community Development Act of 1974](#), as amended, is described in section 101(c) of the Act ([42 U.S.C. 5301\(c\)](#)). A basic requirement of the CDBG authorizing statute is that the primary objective of the program is the development of viable communities by the provision of decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate- income.

The program rules state that to be eligible for funding, every CDBG-funded activity must qualify as meeting one of the three (3) national objectives of the program. This requires that each activity, except certain activities carried out under the eligibility categories of Planning and Capacity Building, Program Administration, and Technical Assistance, meet specific tests for either:

1. The project must benefit low- and moderate-income persons. The LMI national objective is often referred to as the "primary" national objective because the statute requires that recipients expend 70 percent of their CDBG funds to benefit LMI persons.
2. The project must eliminate slum and blight as defined by HUD.
3. The project must meet an urgent need because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.

### **National Objective #1 – Benefit to Low and Moderate Income (LMI) People**

The benefit to low and moderate-income individuals (also known as Low/Mod or LMI) is the “primary” National Objective because Federal regulations require that 70% of the proposed activities, when taken as a whole, will not benefit moderate-income persons to the exclusion of low-income persons. This does not mean that the activity must include both low- and moderate-income beneficiaries, but it further ensures that the CDBG program will primarily benefit low-income persons. The definition of a low- or moderate-income person or household is having an income equal to or less than the income limits that are established by HUD. HUD publishes new income limits for each fiscal year typically in the Spring. The current HUD income limits are listed on the City’s website at <https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#CDBG>.

The four categories of activities that can be used to meet the LMI objective are listed below:

- Area benefit activities
- Limited clientele activities
- Housing activities
- Job creation or retention activities.

### **National Objective #2 – Prevention or Elimination of Slums or Blight**

This category covers activities that aid in the prevention or elimination of slums or blight in designated areas.

Examples include:

- Rehabilitation of substandard housing located in a designated blight area when the housing is brought up to standard conditions;
- Emergency repairs that are urgent in nature and are necessary to protect the health and safety of the occupants;
- Infrastructure improvements in a deteriorated area; and
- Economic development assistance in the form of a low-interest loan to a business as an inducement to locate a branch store in a redeveloping blighted area.

Projects may qualify if benefiting an area defined under state or local law as a slum or blighted area, and which contains a substandard number of deteriorating or dilapidated building or infrastructure. To meet eligibility requirements, the activity must be designed to address one or more of the conditions which qualified the area as slum and blighted. Residential rehabilitation qualifies if the property is considered substandard per local definition.

### **National Objective #3 – Urgent Need**

This category provides funding to meet other community development needs with urgency because existing conditions that pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available, which also includes natural disasters. HUD provided additional funding under this objective during the global pandemic. The City received two (2) rounds of CDBG CARES Act (CDBG-CV) to address the needs within the City during this unprecedented time.

More information about the CDBG Program’s National objectives can be accessed via the link below:

<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>

### **HUD Objectives and Outcomes**

All eligible activities must also be associated with HUD’s performance measurement framework which includes three objectives and three outcomes.

The three objectives include:

- **Decent Housing:** The activities that typically would be found under this objective are designed to cover the wide range of housing possible under HOME, CDBG, HOPWA or ESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.

- **Suitable Living Environment**: In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- **Creating Economic Opportunities**: This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

The three outcome categories include:

- **Availability/Accessibility**: This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income people where they live.
- **Affordability**: This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability**: This outcome promotes livable or viable communities through activities that improve communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

### **Consolidated Plan and Annual Action Plan**

In 1995, HUD mandated that all CDBG recipients prepare a Consolidated Plan every five years and an Annual Action Plan every year. The regulations governing these activities, which were revised in 2006, can be found at 24 CFR Parts 91 and 570. In May of 2012, HUD introduced the eCon Planning Suite, including the Consolidated Plan template in the Integrated Disbursement and Information System (IDIS) nationwide online database and the Community Planning and Development (CPD) Maps website. By creating a more cohesive planning and grants management framework and providing better data and a tool for analysis, the eCon Planning Suite supports grantees and the public to assess the community's specific needs and make strategic investment decisions. HUD grantees are now required to submit the Consolidated Plan and year one Annual Action Plan using the Consolidated Plan template in IDIS online.

The purpose of the Consolidated Plan is to encourage Grantees to make longer-term strategic decisions based on current market conditions in consultation with all important stakeholders. The document lays out the City's plans for using federal CDBG funds in the following programs:

While the Consolidated Plan lays out a broad vision of need and funding priorities, HUD also requires Grantees to submit Annual Action Plans. These plans identify anticipated funding resources for the upcoming year, the City's plans for allocating the identified funding, and the anticipated outcomes of the funding. Detailed information about the Annual Action Plan requirements can be found at 24 CFR 91.220.

HUD requires that the public be given the opportunity to comment on the Consolidated and Annual Action plans for no less than 30 days (24 CFR Parts 91.200). To fulfill this requirement, the City, following the procedures in its Citizen Participation Plan, publishes a notice of the plan in the local newspaper and posts notices at highly visible locations, including the City Hall Building, located at 35 Cabarrus Avenue West in Concord, NC. To ensure that the City provides several opportunities for the required information to be viewed by citizens for comments, at a minimum, the full documents are available on the City's website at <https://www.concordnc.gov/Departments/Planning/Community-Development>. The City also shares information on all of its social media platforms to promote the draft plans and to encourage comments. Prior to the global pandemic, public hearings were held at the City Hall Building that can accommodate individuals with disabilities. The City also provided accommodations for non-English speaking residents to provide comments. The City now offers virtual public hearings to receive citizen comments and questions about the planned uses of its federal funds. The City has continued to offer virtual public hearings for citizens because of the tremendous increase in feedback from citizens that is received during each comment period through the City's public engagement software system (PublicInput.com).

The Five-Year Consolidated Plan is required to include following elements:

- Information that includes the amount of grant funds and program income it expects to receive.
- The range of activities that may be undertaken.
- The estimated amount that will benefit persons of low and moderate income.
- Set forth plans to minimize displacement of persons and to assist any person displaced, specifying the types and levels of assistance that will be made to persons displaced and by whom the assistance will come from.
- Publication of the proposed Consolidated Plan in a manner that affords all citizens a reasonable opportunity to examine its contents and submit comments.

The Annual Plan is required to include the following elements:

- Form Application - Standard Form 424
- Federal and Other Resources Available
- Activities to Be Undertaken
- Geographic Distribution
- Homeless and Other Special Needs Activities
- Other Actions:
  - Address obstacles in meeting underserved needs, such as foster and maintain affordable housing, remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty level families, develop institutional structure and enhance coordination between public and private housing and social service agencies and foster public housing improvements and resident initiatives.
  - Reference to the annual revisions of the action plan prepared for the CDBG funds expected to be available during the program year including any program income that will have been received before the start of the next program year and that has not yet been programmed.
  - Amendments to the Consolidated Plan.

#### **Consolidated Plan and Action Plan Amendments**

Prior to making any additions, deletions, or changes to the Community Development Block Grant Program Consolidated Plan or Annual Action, the following determination will be made on the amendment:

- a. If the proposed change is a minor amendment defined as an amendment to the program that costs less than 10% of the total current year grant and only affects an activity previously described in the Consolidated Plan and Annual Plans; or
- b. If the proposed change is a substantial amendment when:
  - the amendment makes changes in its allocation priorities or a change in the method of distribution of funds;
  - the amendment carries out an activity, using funds from any program covered by the consolidated Plan (including program income), not previously described in the action plan; or
  - the amendment changes the purpose, scope, location or beneficiaries of an activity.

## II. CDGB PROGRAM RESPONSIBILITIES

### The City of Concord's Responsibilities

As a Community Development Block Grant (CDBG) entitlement community, the City of Concord receives CDBG funds directly from the U.S. Department of Housing and Urban Development and the City is responsible for managing these funds. The City of Concord must submit the plan for expenditures to HUD and provide reports that detail each amount that is drawn down and spent for CDBG activities. The City of Concord is responsible for completing all administrative duties that are listed below on behalf of the CDBG program:

- Preparing and submitting the Annual Action Plan and revises the Plan as required by HUD.
- Sending annual agreements to Subrecipients for required signatures.
- Preparing and completing Environmental Review Records for activities.
- Preparing and submitting the Request for Release of Funds to HUD.
- Preparing and submitting the Annual Action Plan (AAP) and Consolidated Annual Performance and Evaluation Report (CAPER) to HUD.
- Preparing and processing all pay requests for each project activity.
- Reviewing program activities and rules to ensure that money is being spent in support of an eligible project and in accordance with HUD rules.
- Setting up files in the Integrated Disbursement and Information System (IDIS) for each project.
- Tracking program income for projects.
- Sending letters and notices regarding any project issues to subrecipients.
- Preparing and updating program forms and documents as needed.
- Responding to Subrecipients' inquiries concerning their projects.
- Providing technical assistance to Subrecipients as needed.
- Monitoring and inspecting all projects for Subrecipients on an annual basis.

### Written Agreements

The City of Concord requires execution of a written agreement **before any CDBG funds are committed or disbursed to any entity**. As appropriate, the City of Concord will work with its Legal Department to draft all contracts, agreements, and other legal documents. In addition, the City of Concord's staff will provide legal counsel with information to assist them in understanding CDBG program rules and their intent.

Written agreements shall contain the following provisions:

- **Use of Funds:** Description of the CDBG-funded activities, tasks to be performed, schedule for completing tasks, a budget in sufficient detail to effectively monitor performance and the period of the agreement.
- **Reversion of Assets/Program Income Requirements:** States all program income proceeds, unexpended funds or other assets will be retained and accounted for every 30 days within the disbursement and information system established by HUD by the City of Concord for other eligible activities.
- **Uniform Administrative Requirements:** Compliance with applicable federal administrative requirements (24 CFR Part 200, 24 CFR Part 200, applicable provisions of 24 CFR Part 85 for governmental entities, and 24 CFR Part 84 for non-profits, and 18.U.S.C.1001 and 31.U.S.C.3729)
- **Other Program Requirements:** Requirements regarding non-discrimination and equal opportunity; affirmative marketing and minority outreach; environmental review; displacement, relocation and acquisition; labor standards; lead-based paint; and conflict of interest.
- **Affirmative Marketing:** Requirements for affirmative marketing in projects containing five (5) or more CDBG-assisted units.



- **Requests for Disbursement of Funds:** Requirement that CDBG funds may not be requested until funds have been expended as repayment for eligible costs. The amount of each request is limited to the amount that is eligible for reimbursement only. Program income must be expended before requesting CDBG funds, if applicable.
- **Records and Reports:** Lists records that must be maintained and information and reports that must be submitted.
- **Enforcement of the Agreement:** Means of enforcing the provisions of the written agreement. This provision is in the agreement with all parties including owners.
- **Duration of Agreements:** The agreement must specify the duration of the agreement along with the applicable Period of Affordability based on the project type.
- **Amending the Documents:** Written agreements may be amended by mutual agreement of the parties when regulations and requirements change, or when adjustment to funding levels or other conditions related to a specific project are needed.

#### Specific Program Provisions

- **Homeowner Satisfaction:** After work is completed, the City will issue a Certificate of Final Inspection for the work that was performed for the homeowner(s) that is signed by the contractor. A Certificate of Satisfaction also is signed by the homeowner(s) and the City for all work that was performed by the contractor. In the event that the performance by the contractor is unsatisfactory and unacceptable based on the plan and specifications that were provided by the City in the City's Work Write-Up, the contractor will have thirty (30) working days from the receipt of the notice to correct such deficiencies at no additional cost to the homeowner(s) or the City. The City may authorize payments to the contractor without the homeowner(s) release if it is determined that the release is being unreasonably withheld by the homeowner(s) and that the contractor has satisfactorily performed the work as specified in the City's Work Write-Up. If the contractor does not correct the work as required by the City within thirty (30) days, the contractor will be unable to claim or receive any payments that are withheld, including any remaining payments. The City will contact the next responsible bidder to complete the work, and the payments shall be made to this bidder from the withheld or remaining payments.
- **Contractor Payments:** The City may withhold payments to the contractor for the following reasons: (1) if defective work is not corrected upon the request by the City, (2) if the contractor files any claims in connection with the City's Agreement, and (3) if the contractor fails to make proper payments to subcontractors, or for labor, materials, equipment or work that is inconsistent with the specific requirements that were set forth in the City's Work-Write Up. Thirty (30) days after the contractor received notice about the withheld payment, if the contractor fails to satisfy any claims, defective work, or payments to subcontractors or suppliers, any withheld payments may be used to satisfy the outstanding payments. The City also will not be liable for any services that were not included in the scope of work that was provided in the City's Work Write-Up. As specified or defined by the City's Contract, the City is entitled to withholding payments, terminating the contract, seeking liquidated damages, and pursuing legal action to resolve any remaining program issues.

### III. GENERAL CDBG PROGRAM POLICIES & PROCEDURES

#### Eligible Activities

The following is a list of approved activities for which CDBG funding can be used. This list is not exhaustive and may not cover all eligible activities.

##### Activities Related to Real Property

- **Acquisition of real property** including costs of surveys, appraisals, preparation of legal documents, recordation fees, and other costs necessary to effect the acquisition.
- **Disposition of real property** (through sale, lease, donation, or otherwise) acquired with CDBG funds.
- **Code enforcement.** The payment of salaries and overhead costs directly related to the enforcement of state and/or local codes in deteriorating or deteriorated areas where such enforcement, along with other services, may be expected to arrest the decline of the area.
- **Public improvements or facilities.** Acquisition, construction, reconstruction, rehabilitation, or installation of public improvement or facilities such as homeless shelters, nursing homes, neighborhood facilities, streets, sidewalks, curbs, gutters, parks, playgrounds, water and sewer lines, flood and drainage improvements, parking lots, utility lines, etc.
- **Clearance, demolition, and removal of buildings** and improvements, including movement of structures to other sites.
- **Rehabilitation** of private residences, public housing, and commercial buildings. Types of assistance include the following: acquisition of properties; labor, materials, and other costs of rehabilitation of properties; energy efficiency; water efficiency; sewer and/or water line connections; lead-based paint testing and abatement; tools to be lent to those doing rehabilitation work; accessibility renovations; historic preservation; etc.
- **Privately-owned utilities.** Acquire, construct, reconstruct, rehabilitate, or install the distribution lines and related facilities for privately-owned activities.
- **Homeownership assistance** (financial assistance to low- and moderate-income persons to assist them in the purchase of a home) including second mortgage assistance, mortgage insurance premium, closing costs, and down payment assistance.
- **Interim assistance** to arrest severe deterioration or alleviate emergencies.

##### Activities Related to Economic Development

- **Microenterprise assistance** such as financial support, technical assistance, and related services.
- **Economic development assistance activities** that produce certain public benefits (jobs or retail services) through acquisition, construction, rehabilitation, or installation of commercial or industrial buildings, equipment, or other improvements. Other activities include financial and technical assistance as well as related services.

##### Activities Related to Public Services

- **Public services** such as job training and employment services; health care and substance abuse services; childcare; child prevention; and fair housing counseling.

##### Activities Related to Planning and Administration

- **Planning activities** including plans; studies; and policy-planning, management, and capacity building activities.

##### Assistance to Community Based Development Organizations (CBDOs)

- **Grants or loans to CBDOs** to carry out the following types of projects: neighborhood revitalization, community economic development, and energy conservation.

##### Other Types of Activities

- **Payment of non-Federal share of grants** in connection with CDBG activities.
- **Relocation payments** and other assistance for permanently and temporarily relocated individuals, families, businesses, and nonprofit organizations, where appropriate.

- **Technical assistance** to public or non-profit entities for capacity building.
- **Assistance to institutions of higher education** with the capacity to carry out other eligible activities.

### Ineligible Activities

The following is a list of activities for which CDBG funding cannot be used. Generally, any activity not listed as eligible may not be funded with CDBG monies. The following list is not exhaustive and may not cover all ineligible activities.

For more information about ineligible activities, please contact the Housing and Neighborhood Services staff or visit the HUD website at <http://www.hud.gov/offices/cpd/communitydevelopment/library/deskguid.cfm>. View Chapter 2 of *Community Development Block Grant Program – Guide to National Objectives and Eligible Activities for Entitlement Communities*. This is the same document that discusses eligible activities, but information about ineligible activities can be found throughout the document and more specifically on page 70.

- **Buildings for the general conduct of government.**
- **General government expenses**, which are required to carry out the regular responsibilities of the unit of general local government.
- **Political activities** such as financing the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
- **New housing construction** except under certain conditions or when carried out by Community Based Development Organizations.
- **Income payments** such as supplements to a household's monthly income.
- **Purchase of equipment** such as fire protection or construction equipment or furnishings and personal property unless authorized as a special economic development activity or when carried out by a CBDO.
- **Operating and maintenance expenses** of public facilities, improvements and services except when associated with eligible public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program or unless authorized as a special economic development activity or when carried out by a CBDO.
- **Religious activities** or provided to primarily religious entities for activities; acquisition, construction, or rehabilitation of properties used for religious purposes; or to promote religious interests regardless the use of properties.
  - o NOTE: CDBG funds may be provided for the rehabilitation of property owned by a religious organization for a wholly secular purpose under certain limited circumstances.
- **Architectural, engineering, and other details** ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details.

For additional information about eligible activities, please contact the City's Federal Programs Coordinator or visit the HUD website <https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>. This HUD Exchange link provides direct access to the *Community Development Block Grant Program Guide to National Objectives and Eligible Activities for Entitlement Communities*. Chapter 2 of the *Program specifies the eligible activities for this program*.

### Eligible Applicants

Public agencies, nonprofit organizations, and for-profit entities, and income-qualified residents are all eligible to apply to the City of Concord for CDBG funds. Fund recipients are classified into one (1) of four (4) categories:

- **Community Based Development Organizations (CBDOs)**: CBDOs are generally nonprofit organizations that undertake specific kinds of CDBG-funded activities. CBDOs can be for-profit or nonprofit organizations but cannot be governmental entities. A CBDO may be designated as a subrecipient by the City.

- **Subrecipients:** A subrecipient is a public agency or nonprofit housing service provider selected by the City of Concord to administer CDBG subrecipient.
- **Developers, Owners, Sponsors:** For-profit entities, housing authorities, nonprofit organizations, and CBDOs can receive CDBG funds in the roles of developers, owners, and sponsors of eligible activities.
- **Homeowners:** Housing rehabilitation assistance is available to qualified low- and moderate-income homeowners whose homes are in substandard condition. The applicant must own and reside in the home and meet HUD's income limits. Single-family homes and manufactured homes are eligible for assistance, but the City also may approve mobile homes for assistance. Condos are not eligible for assistance.

## Definition of Income

HUD's "Technical Guide for Determining Income and Allowances for the CDBG Program" provides the method by which income for CDBG-assisted projects must be calculated. Applicants must use HUD's "CPD Income Eligibility Calculator" to determine eligibility and document records. See <https://www.onecpd.info/incomecalculator/>

- For CDBG projects and for new construction of owner-occupied housing using CDBG funds, annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period, as defined in 24 CFR Part 5 (Part 5 annual income). This is called the "Section 8 income determination method." For rental projects, initial income must be verified using source documentation. Income must be recertified annually, and source documentation obtained every six years.

## • Eligible Administrative and Planning Costs

Funds are provided for the administration of the CDBG program. The City of Concord's staff is responsible for administering all aspects of the CDBG program; coordinating activities for the CDBG program, monitoring compliance with written funding agreements and federal regulations, and coordinating with HUD to ensure compliance with federal regulations. The City of Concord uses funds for a pro-rata share of the salaries, fringe, and overhead that can be directly attributable to the CDBG Program. Adequate records are maintained to justify the allocation of CDBG administration funds for these purposes.

- Eligible costs include the City of Concord's staff and overhead costs directly related to carrying out projects, such as work specifications preparation, inspections, lead-based paint evaluations (visual assessments, inspections, and risk assessments) and other services related to assisting potential owners, tenants and homebuyers.
- Staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling and other assistance necessary to minimize hardship.
- Costs may be charged as administrative costs or as project costs, at the discretion of the City of Concord; however, these costs (except housing counseling) cannot be charged to or paid by the low-income families.

## Uniform Administrative Requirements

- 2 CFR Part 200
- 24 CFR Part 200
- Provisions of 24 CFR Part 85

## Distribution of CDBG Funding

The City of Concord distributes CDBG funds within the boundaries of its City limits, and among different categories of need, according to the priorities of need identified in its approved Consolidated Plan.

CDBG funds are provided to the City of Concord by HUD annually. The City's distribution plan for CDBG funds includes:

- **Administration (20%)** Funds are used for planning, administration, allocation of indirect costs and monitoring of the program. Funds are also used to conduct training and technical assistance to entities interested in applying for and implementing CDBG-funded projects.
- **Public Services (15%):** Funds are used to improve public services and facilities, including, but not limited to those concerned with child care, healthcare, job training, recreation programs, education programs, public safety services, Fair Housing activities, services for senior citizens, services for homeless persons, drug abuse counseling and treatment, energy conservation counseling and testing, and welfare (but excluding provisions of income payments described at §570.207(b)(4)).

Before committing funds to a project, the City of Concord will determine the eligible projects to undertake and prepare all appropriate documentation.

### Program Income

Some housing activities generate program income, which must be disbursed before seeking reimbursement/draw down of additional CDBG funds. Program income is defined as “gross income received by the City of Concord, or an agency, which was generated from the use of CDBG funds. Income generated by housing projects or programs would typically fall into one of the following categories:

- ***Payments of principal and/or interest on loans*** made with CDBG funds.
- ***Proceeds from the sale of real property*** that was purchased or rehabilitated with CDBG funds.

For example, funds for housing are often provided as low-interest or deferred payment loans. The loan repayments are considered as program income. The federal regulations require that:

- Program income be spent before drawing funds from the City of Concord’s CDBG account;
- Program income be spent only for eligible activities; and
- Written agreements with agencies that will generate program income must specify whether program income must be returned to the City’s CDBG account or be used by the City for an eligible activity.

The City is required to track and report program income that is generated during each fiscal year.

### Subrecipient Funding Requests

Subject to availability, CDBG funds may be requested by a Subrecipient through a formal written request process through Neighborly Software that can be accessed [here](#). The request should include the type and location of the services to be undertaken, identify other available funding sources, and include the specific amount of the request.

Written funding requests will be scored based on a point system. Requests also are scored for clarity of the proposal, the likelihood of success, the project’s financial feasibility, the funding need, the track record of the organization, the creditworthiness of the organization, and the ability to implement the project within one funding year. The Concord City Council determines the agencies and the amount of funding for each fiscal year.

**Technical Assistance Visits for Subrecipients:** A technical assistance visit is an informal visit. The intent of this meeting is to share information that will enable the City of Concord to meet the various State and Federal requirements for its grant. A technical assistance visit could consist of explanations of project start-up requirements and the establishment of program files. The City of Concord must demonstrate compliance with applicable regulations and document this by maintaining accurate and complete records and files. The filing system must provide a historical account of the City’s activities, be easy to use, and centrally located.

**Monitoring Visits for Subrecipients:** A monitoring visit is more formal than a technical assistance visit. The monitoring visit is utilized to determine if the project is being conducted in compliance with applicable Federal and State laws and requirements. The review also determines the City of Concord’s ability to implement the program in a timely manner.

The monitoring visit consists of a review of project files, records and documentation, and may include a visit to the project site. All records, files, and documentation should be available for review at the monitoring visit. If other public agencies, attorneys, or consultants have assisted in program implementation, these records must be available for review for the monitoring visit. Failure to produce such records upon request will result in issuance of either a program “concern” or “finding” of non-compliance and will jeopardize the organization’s eligibility for future CDBG project funding. The issuance of a program “concern” or “finding” may, at the discretion of the City of Concord’s staff, result in the recapture of funds provided by the City of Concord.

### **Affordability Period**

At a minimum, all housing rehabilitation projects for owner-occupied properties must comply with the following CDBG affordability periods:

- CDBG investment of less than \$15,000 per unit: 5 years
- CDBG investment of \$15,000 - \$40,000 per unit: 10 years
- CDBG investment of more than \$40,000 per unit: 15 years

### **Termination of Affordability Restrictions:**

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD.

- The City of Concord may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability.
- The affordability restrictions will be enforced according to the original terms if, during the original affordability period, the owner of record, obtains an ownership interest in the housing prior to the termination event.

### **Financial Management**

As a direct recipient of HUD funds, the City of Concord must abide by the financial management requirements of the Federal Office of Management and Budgets found at 2 CFR part 200.

### **Audit Requirements**

The City of Concord also must follow OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal awards. All subrecipients that expend more than \$750,000 in federal funds must have an A-133 audit completed and submitted to the City of Concord.

### **IDIS Drawdowns**

A separation of duties has been established by the City of Concord and the City’s Finance Department to provide proper checks and balances from grant set-up, project and activity set-up, sub-funding, sub-granting and drawdown process in the following manner:

#### **IDIS Administrator Procedures:**

- The City of Concord submits completed IDIS Access Request Forms in the IDIS system to gain approval for access by function for all the City’s projects.
- The City of Concord also maintains drawdown request vouchers with copies of deposit transactions and payment disbursement documentation.

## **Procurement**

All projects must comply with the most restrictive of the applicable federal or state, competitive procurement regulations or costs may not be reimbursable. Federal procurement requirements at 2 CFR Part 200 apply to all non-profit organizations' actions as a Subrecipient and to all public entities. The owners/sponsors/developers are not subject to the federal procurement requirements.

Nonprofit organizations receiving CDBG funds must comply with the procurement requirements of 24 CFR Part 84. Procurement requirements are provided in the City of Concord's funding notices and written agreements. The City will provide a copy of its procurement policies and procedures that meet applicable federal and state requirements. If a project includes any construction or rehabilitation, a required component of a completed request for funding will be a written description of how the City or any subrecipients plan to procure prime or general contractors, subcontractors, architects, engineers, consultants, etc. in a competitive manner.

For construction or facility improvement projects exceeding \$100,000, minimum Federal requirements located in 24 CFR 85.36 or 84.48(c)) for bid guarantees, performance bonds, and payment bonds must be met. Prior to publishing a Notice of Bid Opening in the local newspapers, as a minimum requirement, and through other approved forms of communication mediums, the City must review and approve all bid documents to ensure that all federal, state, and program requirements are included.

Only contractors and subcontractors that are not federally barred or suspended and have current State of North Carolina business licenses with current Workers' Compensation accounts, including proper insurance and bonding, can work on capital construction projects. The City of Concord will check the status of the general contractor and all subcontractors for federal debarment and suspension, licensing, insurance, bonding, and Workers' Compensation accounts for capital construction projects. The City also is responsible for checking the licensing and debarment status for owner-occupied housing rehabilitation and minor home repair clients.

The City of Concord's subrecipients are subject to the procurement requirements of 24 CFR parts 84 and 85 as well as state and local laws and regulations. Subrecipients will be monitored annually to ensure compliance with these regulations.

### **Contractor Procurement**

The City of Concord staff must obtain a minimum of two (2) bids on planned repairs, based on the preliminary work write-up prepared by the City's Construction Coordinator. Bids are to be returned on the specific due date. -staff will record the total amount of the bid and the date and time the bid was received. The City's staff will evaluate the bid documents to determine which bids are eligible. Bids are considered eligible when the following conditions are met:

- The submitting contractor currently meets all program requirements and is not debarred or suspended from participating in the CDBG Owner-Occupied Rehabilitation Program.
- The contractor is not currently on probation, suspended or debarred by the state licensure board.
- The total dollar amount of the bid is within 10% of the total cost listed on the initial work write-up prepared for or by the City of Concord.

### **Debarred Contractors**

Prior to entering into a contract with a contractor or subcontractor, the City of Concord must verify that they are not listed in the Federal publication of debarred, suspended and ineligible contractors. CDBG funds may not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of a contractor during a period of debarment, suspension, or ineligibility.

### **Environmental Review**

Prior to completing a contract, the City of Concord will complete a federal Environmental Review in compliance with the National Environmental Policy Act (NEPA) and other related federal and state environmental laws. No choice-limiting activities may be undertaken by the applicant for CDBG funds during the time between the submission of the written request for funding and the completion of the Environmental Review (prior to the receipt of the Authority to Use Grant Funds from HUD).

### **Public Records**

Materials and information submitted to or received by the City of Concord are subject to public disclosure unless otherwise exempt from disclosure under the North Carolina General Assembly's G.S. §132. No assurances can be given that any materials provided can be protected from public review and copying.

### **Recordkeeping and Retention of Records**

Records related to CDBG-funded projects and programs must be retained for at least five (5) years. For rental and homeownership development projects, general records must be kept for five (5) years after project completion, and tenant/homeowner data must be maintained for the most recent five (5) years, until five years after the conclusion of the affordability period.

### **Project Completion Deadline and Terminated Projects**

As required in 24 CFR §92.205(e), the City of Concord's staff must be able to execute a written agreement with the Subrecipient for the project within 12 months of July 1 of the year in which funding is awarded. The Subrecipient must typically be able to complete the project and expend all funds within one (1) year of the execution of the written agreement.



#### **IV. Overarching Program Regulations and Requirements**

The City of Concord and all subrecipients and participating jurisdictions will adhere to this requirement according to the stipulations that are enforced by the U.S. Department of Housing and Urban Development.

##### **Appeals**

Anyone who disagrees with a determination concerning the person, the project, or the amount of assistance, for any of the City's CDBG programs may file a written appeal of that determination with the City of Concord within 30 days of the decision. The appeal must first be addressed to the Community Development Manager at 35 Cabarrus Ave. W., Concord, NC 28025. If an additional appeal is needed, the next appeal should be addressed to the Planning & Neighborhood Development Director at 35 Cabarrus Ave. W., Concord, NC 28025. Anyone who is dissatisfied with the City's determination about the appeal may also submit a written request for review of that determination to the U. S. Department of Housing & Urban Development Greensboro, NC Field Office at 1500 Pinecroft Road, Suite 401, Greensboro, NC 27407.

##### **Lead-Based Paint**

The Lead-Based Paint Regulations described in 24 CFR Part 35 require that lead hazard evaluation and reduction activities be carried out for all single and multi-family residences constructed prior to 1978 that receive CDBG Program assistance. Applications for rehabilitation funds for existing buildings constructed prior to 1978 must include a lead hazard evaluation by appropriate lead-certified personnel.

If lead-based paint is present in the unit, the written funding request must also include a detailed lead hazard reduction plan, in accordance with the regulations, and separately identify within the rehabilitation budget, the costs associated with the reduction of lead hazards in accordance with the regulation and guidelines.

All CDBG program fund allocations are contingent upon the applicant agreeing to complete lead hazard reduction, evidenced by a clearance report performed by appropriate lead-certified personnel. The City of Concord permits use of CDBG funds for lead-based paint testing, assessment, abatement and the clearance report. In a multi-family project where CDBG Program funds will be used for only a portion of the units, lead-based paint requirements apply to ALL units and common areas in the project.

##### **Fair Housing and Civil Rights**

Agencies must comply with federal, State, and local fair housing and civil rights laws, regulations, and Executive Orders, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq); the Fair Housing Act (42 U.S.C. 3601-3602); Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259); and the Age Discrimination Act of 1975, as amended (42 U.S. C. 6101-6107).

Discrimination in the provision of housing is prohibited on the basis of a protected class; federal and North Carolina State protected classes include:

- Race
- Color
- National Origin
- Religion
- Disability
- Sex
- Familial Status

## **Advertising and Outreach**

The City of Concord must undertake outreach efforts in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach, and access to the Program.

The City must inform potential applicants of the program via flyers, public notices, local media advertisements. The marketing information will include basic eligibility requirements, a general description of the Program, and the appropriate Fair Housing logo.

The City's marketing approach must address: (1) how the program will be announced (i.e., through all media platforms and other sources); (2) when applications will be accepted (i.e., online or daily during normal working hours); and (3) the method for taking applications (i.e., in person, by mail, and online).

The City must maintain a file that contains all marketing efforts (i.e., copies of newspaper ads, memos of phone calls, copies of letters, etc.) The records, which help assess the results of these actions, must be available for inspection.

The City also has an obligation to assure that information about the program reaches the broadest possible range of potentially qualified applicants.

To further fair housing objectives, the City should identify those households that have been determined to be "least likely to apply," and determine what special outreach activities, including placing advertising in minority-specific media, will ensure that this population is fully informed about the program. The City will ensure that all marketing initiatives and materials adequately reflect the available assistance types.

## **Fraud and Corruption**

The City of Concord upholds a zero-tolerance approach regarding fraud and corruption. Concord will identify and promptly investigate any suspected fraudulent or related dishonest activity against the City or other parties with whom the organization has dealings. The City will take appropriate disciplinary and legal actions to include the possibility of termination of employment, restitution, and forwarding information to the appropriate authorities for prosecution.

Fraud is any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. Dishonest or fraudulent activities include, but are not limited to, the following:

Forgery or alteration of documents (checks, bank draft, bank records, time sheets, invoices, agreements, etc.)

Misrepresentation of information on documents

Bid rigging, kickbacks, billing schemes, etc.

Misappropriation of funds, supplies, or assets

Theft, disappearance, or destruction of assets

Improprieties in the handling or reporting of money or financial transactions

Authorizing or receiving payments for goods not received or services not performed

Authorizing or receiving payment for hours not worked

Inappropriate use of records and disclosing confidential and proprietary information to outside parties

Corruption is defined as the offering, giving, soliciting, or acceptance of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include:

- Bribery
- Conspiracy
- Extortion

## **Preventing Fraud and Corruption**

To prevent fraud and corruption, the City of Concord has established internal controls, policies, and procedures to deter, prevent, and detect fraud and corruption such as;

- Verify all applicants' information provided
- Including an acknowledgement of penalties for fraud, providing false statements, and corruption on applicable forms.
- Vendors, contractors, and suppliers must be active, in good standing, and authorized to transact business
- Vendors, contractors, and suppliers are subject to screening, including verification of the individual's or company's status as a suspended or debarred party
- Contractual agreements with Concord will contain a provision prohibiting fraudulent or corruptive acts and will include information about reporting fraud and corruption
- Vendor, contractors, and suppliers will receive fraud and corruption awareness training

## **Reporting Fraud and Corruption**

Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act to the City of Concord Community Development Manager, local HUD field office, and/or the Office of Inspector General immediately. Person(s) reporting potential abuse may elect to remain anonymous. Any applicant, vendor, contractor, or supplier who is found to have committed fraud or provided false information will automatically be deemed ineligible. This designation may result in legal action, repayment of funds, or other penalties resulting from any investigation. Failure to report suspected fraudulent or corrupt activity in a timely manner may also result in being subject to disciplinary action as determined by the City of Concord or any other investigating organizations.

## **Conflict of Interest**

In the procurement of property and services by the City of Concord, the conflict-of-interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. Any person who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may not have an interest in any contract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, board member, loan committee member, elected official or appointed official of the City of Concord that is receiving CDBG funds.

The City of Concord shall ensure that officers, employees, agents or consultants will not occupy any CDBG-assisted affordable housing units in the project. This provision does not apply to an individual who receives CDBG funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the City who occupies a housing unit as the project manager or maintenance worker.

The City of Concord may provide an exception to the provisions listed above on a case-by-case basis when the City determines that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the City's CDBG-assisted project. For the City to provide this exception, the City must make a written request to its Legal Department to make its determination based on the following factors:

- a. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group;
- b. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
- c. Whether the tenant protection requirements of Section 92.53 are being observed;
- d. Whether the affirmative marketing requirements of Section 92.351 are being observed and followed; and
- e. Any other factor relevant to the City's determination, including the timing of the requested exception.

The City of Concord must maintain a written code of standards of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts funded with federal dollars.

### **Program Accessibility**

Section 504 of the Rehabilitation Act of 1973 requires that a CDBG-funded activity, when viewed in its entirety, is usable and accessible to persons with disabilities. The obligation to provide accessible units, in accordance with 24 CFR 8.22 and 8.23 is broader and includes the following:

All program activities, including public hearings, homebuyer briefings, counseling sessions, and meetings should be held in locations that are accessible to persons with disabilities.

Information about all programs and activities should be disseminated in a manner that is accessible to persons with disabilities. Auxiliary aids and special communication systems should be used for program outreach, public hearings related to housing programs, and other program activities.

Reasonable steps should be taken to provide information about available accessible units to eligible persons with disabilities. Homebuyer projects are not required to produce accessible units, but reasonable accommodations during the application process are required for any buyers with accessibility needs. Program advertising should acknowledge that the program will work with households with accessibility needs. Should a successful homebuyer applicant have a need for a unit with an accessible design, the program must accommodate those needs.

### **Equal Opportunity**

Federally-funded housing projects/programs are subject to Executive Order 11246, as amended, which prohibits agencies from discriminating against employees or applicants for employment on the basis of race, color, religion,

national origin, citizenship status, unfair documentary practices regarding employment verification, sex, age, and disability. These requirements are included in all contracts with Subrecipients.

- **Section 3 of the Housing and Urban Act of 1968 (Section 3):**

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance is directed to low- and very low-income persons to the greatest extent feasible. In accordance with the Section 3 Plan, solicitation of Section 3 businesses is required during procurement for any construction contract of \$100,000 or more and is encouraged for contracts of lesser amounts. The Section 3 Plan also requires contractors/subcontractors to follow a specific hiring plan in order to target Section 3 residents.

- **Women- and Minority-Owned Business Enterprises:**

The City of Concord is required to take affirmative actions to allow Women- and Minority-Owned Business Enterprises (WMBE) to benefit from federal funds. The City passes this requirement on to funded agencies, which must make a good faith effort to employ WMBE firms when implementing projects/programs. These efforts can include advertising for professional services or construction contractors in minority publications, notifying WMBE firms directly of employment opportunities, or requiring that contractors hire WMBE subcontractors. Solicitation of MBE firms is required during procurement for any construction contract of \$50,000 or more.

### **Non-Discrimination**

No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status, physical or mental disability, gender identity or expression of a person, national origin, ancestry, military status, or other arbitrary cause.

### **Reasonable Accommodations for Persons with Disabilities**

Employers receiving CDBG funds may not discriminate against prospective or current employees with disabilities. Employers must remove physical and administrative barriers to employment and provide reasonable accommodations for employees with known disabilities.

If a subrecipient has 15 or more employees, it must designate a Section 504 Coordinator and notify program participants and employees of its non-discrimination policies.

### **Business Enterprises Owned by Minorities, Women and Disadvantaged Business Enterprises**

The City of Concord encourages participation by business enterprises owned by minorities and women, and disadvantaged business enterprises (M/W/D-BE). Contracts for the procurement of services should be awarded to the maximum extent possible to M/W/D-BE. Section 24 CFR 84.44(b) of the Uniform Administrative Requirements outlines recommended steps for achieving participation goals.

### **Section 3 Economic Opportunity**

Section 3 requirements apply to recipients of Housing and/or Community Development Assistance exceeding \$200,000 combined from all sources in any one year, per 24 CFR §135. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction. All contractors or subcontractors that receive covered contracts in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3. The purpose of Section 3 to ensure that employment (e.g., new hires) and other economic opportunities generated by this HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons.

### **Prevailing Wages and Labor Standards Requirements**

Labor standards requirements may impact the cost of construction work and should be factored in during the development of the project budget. The labor standards processes may require additional reporting and documentation during construction. Monitoring for compliance with labor standards requirements will be performed by the City of Concord.

Applicants should assume that state prevailing wage rates will apply and build the requisite costs into all project development budgets, unless they obtain a determination otherwise from the North Carolina Department of Labor (NCDOL). Applicants are advised to consult with the NCDOL and/or private legal counsel prior to applying for funding to determine whether prevailing wages must be paid and, if so, whether commercial or residential rates apply.

If an applicant receives a loan that is incurring interest, is not forgivable, and is required to be repaid in full, such loan in and of itself is not expected to trigger a requirement that prevailing wages be paid on the project. However, if the applicant is receiving other public funds and/or is a public entity (e.g., housing authority), it may be required to pay state prevailing wages on the project. A definitive determination regarding the applicability of state Prevailing Wage law can only be obtained from the NCDOL.

Federal Davis Bacon prevailing wages apply to all projects with 12 or more CDBG-assisted units regardless of whether CDBG funds were used for construction or other projects costs. When triggered, Davis Bacon wages apply to the entire project. When federal funds trigger prevailing wages determined under the Davis-Bacon Act in a project, the higher of either the State Residential Prevailing Wage Rates (unless modified as stated below) or Davis-Bacon wage rates will apply to each job classification, unless applicable law requires otherwise. In cases where Davis-Bacon wages are triggered, Davis-Bacon monitoring procedures are followed.

**Related Acts:**

- The Contract Work Hours and Safety Standards Act (CWHSSA) requires contractors and subcontractors to pay laborers and mechanics one and one-half (1.5) times their standard rate of pay for all hours worked in excess of 40 hours in a workweek.
- The Copeland Anti-Kickback Act prohibits a contractor or subcontractor from coercing an employee into giving up any part of their earned wages.

**The Uniform Act and Section 104 (d)**

CDBG-assisted projects are subject to the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. 4601-4655), and the government wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24. In addition, projects that include demolition or conversion of low-income housing are subject to Section 104(d) (also called the Barney Frank amendment).

**Acquisition**

The URA requirements apply to any and all real property acquisition for a project that receives any amount of CDBG funding, regardless of whether the funds are used to purchase the property or for other project costs. The regulations may apply to any acquisition for which a purchase offer was made at any time after the date the applicant first *intended* to apply for CDBG funds for the project.

Agencies are exempt from complying with most acquisition requirement of the Uniform Act (Subpart B) *only* if an identified site can be acquired “voluntarily” in accordance with Section 49 CFR § 24.101 of Subpart B.

A “voluntary” acquisition requires the Agency (buyer) to inform the seller, prior to executing an agreement to purchase:

- That it does not have the power of eminent domain (buyers with eminent domain authority, must agree not to use it, and must not have specific site needs);
- That it will not be able to purchase the property if negotiations fail to result in an amicable agreement; and
- Of the buyer’s estimate of fair market value (FMV) of the property to be acquired.

**Estimating Fair Market Value:**

An appraisal is not required to establish the FMV of a property, but there must be documentation that includes an explanation, with reasonable evidence, of the basis for the estimate. A Comparative Market Analysis is acceptable for this purpose.

**Section 104(d)**

Section 104(d) of the Housing and Community Development Act of 1974, as amended (104(d)) requirements apply when CDBG assistance is used for a project involving demolition or conversion.

Section 104(d) has two (2) distinct components:

- **One-for-One Replacement:** Requires one-for-one replacement of lower-income dwelling units that are demolished or converted to another use. For Section 104(d) purposes, “conversion” is defined as: Altering a housing unit that would rent at or below the fair market rent (FMR) so that it is used for non-housing purposes, rents for above the FMR or is used as an emergency shelter.
- **Relocation of Lower-Income Tenants:** Requires relocation assistance for displaced lower-income residential tenants and does not provide protection or assistance for persons with incomes above the Section 8 Low Income Limit.

**Housing Replacement**

The City of Concord has adopted a “Residential Anti-displacement and Relocation Assistance Plan”, which addresses the Section 104(d) requirement for one-for-one replacement of low-income housing units:

The City may replace all occupied and vacant occupiable low- and moderate- income dwelling units demolished or converted to a use other than as low- and moderate- income housing as a direct result of activities assisted with CDBG funds.

Replacement units do not need to be provided by the same fund recipient whose project resulted in the housing loss. The City will count any net gain in units achieved through the investment of CDBG funds as having met the one-for-one replacement requirement.

### **Relocation**

The City strongly discourages the permanent displacement of low-income households by project and programs. The URA stipulates the content and timing of notices for residents of properties to be acquired with CDBG funds. If residents are displaced by the project, they must receive moving cost reimbursements, relocation assistance payments, and relocation assistance services. If an otherwise feasible and fundable project does necessitate permanent or temporary displacement and relocation, the relocation must be carried out in strict compliance with the URA. Prior to selection for funding, the Agency must demonstrate that:

- Both personnel and budget resources are available to implement relocation, and
- Such projects must have qualified City-approved relocation personnel as part of the development team.

A pre-application conference with staff is required for any project which may involve relocation to ensure that the Agency understands the URA requirements and that proper relocation notices are given.

No relocation may be initiated prior to funding award except with the prior written approval of the City of Concord. If relocation is required, a detailed **Relocation Plan** must be submitted with an application for CDBG funds.

### **Temporary Relocation**

All conditions of temporary relocation must be reasonable and the tenant shall be provided with reimbursement for all reasonable out-of-pocket expenses incurred in connection with temporary relocation.

The tenant shall receive advisory services, including written notice of the date and approximate duration of the temporary relocation, address of suitable temporary unit, and the terms and conditions under which the tenant may lease and occupy the building/complex upon completion of the project.

**Temporary relocation may not extend beyond one year before the person is returned to his or her previous unit or location.** Any residential tenant who has been temporarily relocated for more than one (1) year must be offered permanent relocation assistance, which may not be reduced by the amount of any temporary relocation assistance previously provided.

If the project requires tenants to be temporarily relocated off site, a detailed **Temporary Relocation Plan** is required.

### **Violence Against Women Act Reauthorization Act of 2022**

VAWA is a federal law originally enacted in 1994, as amended ([34 U.S.C. 12291 et seq.](#)), that protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity. These protections also apply to individuals with disabilities, including those with mental health disabilities, and people of color that also are disproportionately impacted by problematic laws and policies. It includes protections for survivors and others who are applying for or residing in covered housing programs. VAWA 2022 reauthorizes, amends, and strengthens VAWA. It added to, and did not replace, the existing VAWA housing protections for survivors. Covered housing providers must continue to provide VAWA protections as required by law. On March 15, 2022, President Biden signed into law the [Consolidated Appropriations Act of 2022](#), which included the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022).

Many of the amendments enacted as part of VAWA 2022 took effect on October 1, 2022. On January 4, 2023, the U.S. Department of Housing and Urban Development (HUD) published a notice in the Federal Register (VAWA 2022 Notice4) in which HUD: (1) describes how the VAWA 2022 amendments affect HUD's programs; and (2) seeks comment on certain provisions.

Under this new provision, there are some additional requirements and obligations for CDBG recipients, which include: (1) reporting to HUD problematic local laws and policies of the jurisdiction and those of the subrecipients that impose penalties that are being enforced, and (2) Certifying that the jurisdictions are in compliance or will be in compliance within 180 days of submitting the report to HUD. The goal is to prevent adoption of these laws, policies, and programs and address harms that may have occurred. A copy of the VAWA 2022 Notice is available online at:

<https://www.federalregister.gov/documents/2023/01/04/2022-28073/the-violence-against-women-act-reauthorization-act-of-2022-overview-of-applicability-to-hud-programs>

See HUD 1 Public Law 117-103, <https://www.congress.gov/117/plaws/publ103/PLA> and adhere to the requirements for Community Development Block Grant (CDBG) recipients and subgrantees concerning the Right to Report Crime and Emergencies from One's Home law in the Violence Against Women Act (VAWA) Reauthorization of 2022 ([34 U.S.C. 12495](#)). For further guidance concerning VAWA 2022, also see 34 U.S.C. 12491, 24 C.F.R. part 5, subpart L, and 24 CFR part 576.409 (ESG) and part 578.99(j) (CoC program).

### **Build America, Buy America Act (BABA)**

The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States. BABA established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. BABA also established the Buy America Preference (BAP) for iron, steel, manufactured products, and construction materials used in covered infrastructure projects to be produced in the United States. BABA applies to all expenditures by a Federal agency to a non-federal entity for an infrastructure project, including construction, alteration, maintenance, or repair.

The HUD Community Planning and Development (CPD) programs that are impacted by BAP include CDBG, CDBG-CV, HOME and HOME-ARP. Agencies may waive the domestic content procurement preference if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent. Public Law 117-58, §70912(3): <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.

### **National Standards for the Physical Inspection of Real Estate (NSPIRE)**

In May 2016, in response to instructions from Congress, the Department of Housing and Urban Development (HUD) initiated an effort to consolidate, update, and enhance the Housing Quality Standards (HQS) and the Uniform Physical Condition Standards (UPCS). The aim was to establish a unified inspection protocol for public housing and voucher units. After dedicating seven years to this goal, HUD has published the NSPIRE Final Rule, titled the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate. This rule introduces HUD's modern approach to defining and evaluating housing quality while aiming to reduce regulatory burdens. The overarching objective is to prioritize health, safety, and functional defects over appearance, focusing on the areas that impact residents the most, their homes. Further information can be found in the Federal Register at <https://www.federalregister.gov/documents/2023/05/11/2023-09693/economic-growth-regulatory-relief-and-consumer-protection-act-implementation-of-national-standards>.



The NSPIRE Final Rule will be implemented in two phases. Starting on July 1, 2023, Public Housing will transition to NSPIRE, followed by the Multifamily Housing programs, Housing Choice Voucher (HCV), Project Based Voucher (PBV) programs, and the Community Planning and Development programs on October 1, 2023. Under this new requirement, which takes effect on HUD programs must use the new NSPIRE inspection framework for all units assisted with acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services (24 CFR 574.300(b)(3)); new construction (24 CFR 574.300(b)(4)); project or tenant-based rental assistance (24 CFR 574.300(b)(5)); and operating costs (24 CFR 574.300(b)(8)). Additional information can be found in the Federal Register. <https://www.federalregister.gov/documents/2023/07/07/2023-14362/national-standards-for-the-physical-inspection-of-real-estate-and-associated-protocols-scoring>. All NSPIRE Score Calculator features are based on the Proposed NSPIRE Scoring Notice (88 FR 18268) and Proposed NSPIRE Standards Notice located at [https://www.hud.gov/sites/dfiles/PIH/documents/6092-N-02nspire\\_propose-standards.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/6092-N-02nspire_propose-standards.pdf).

### Appraisal and Real Property Acquisition

If the applicant is proposing the purchase of real property and/or building(s), a full appraisal must support the purchase price. Appraisals and acquisition must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. The URA generally applies to federally-funded projects involving acquisition, rehabilitation, or demolition, and requires compliance with following the real property acquisition process, unless the project meets the requirements of 49 CFR 24.101(b)(1)-(5).

Applicants must follow the procedures for a Voluntary Acquisition under the URA. Prior to making an offer for the property, the applicant must, in writing, advise the owner of the property that federal funds may be involved in the purchase of the property, let the owner know that the applicant does not have the power of eminent domain and that it will be unable to acquire the property if negotiations fail to result in agreement, and provide the owner with what it currently believes to be the market value of the property. If the applicant has not yet completed an appraisal of the property at the time of the offer, the statement of market value provided to the seller must have a reasonable basis (e.g., assessed value).

The request for CDBG funding must include a current appraisal. An appraisal must be dated no more than 12 months prior to the funding request submission date. A letter updating an appraisal completed more than 12 months prior to the funding request submission date will be accepted. The appraisal must be conducted by someone with a current general appraisal certificate in the State of North Carolina.

### Minimum Property Standards

#### New Construction Projects

The City of Concord may complete Only in specific circumstances. New construction projects are only allowed for a house that is being reconstructed on the same footprint.

Projects also must comply with the *N.C. State Building Codes that are applicable to new construction, residential, and existing structures*, which the City of Concord has adopted as its construction performance standards. Housing must meet all applicable requirements upon project completion.

All new construction CDBG-assisted projects will also meet the requirements described below:

- **Accessibility.** All housing will meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multi-family dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

- **Disaster mitigation.** Where relevant, housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with municipal, county, State ICC or IFC codes, or such other requirements as HUD may establish.
- **Written cost estimates, construction contracts and construction documents.** The City of Concord will ensure that construction contracts and construction documents describe the work to be undertaken in adequate detail to conduct inspections. The City must review and approve written cost estimates for construction and determine that costs are reasonable.
- **Construction progress inspections.** The City's staff also must conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents (draw requests).

### Rehabilitation Projects

For existing single-family properties assisted with the City of Concord's CDBG funds, the unit must meet local codes, ordinances and zoning requirements for the municipality or county in which the project is located. The scope of work for home repairs will be determined during the initial inspection. During the initial visit, the Construction Coordinator must be able to see all aspects of the home, such as floors, walls, electrical outlets, the attic, the crawlspace, etc., to fully assess the needs of the home to complete the Work Write-Up. If all aspects of the home are not visible during the initial visit, staff will provide additional resources to assist the resident(s) to clear the required area(s) of the home. If the home is not accessible after receiving resources to assist with cleaning up the home and 30 days have passed, assistance may be denied. Projects must also comply with the *N.C. Building Code and the Concord Development Ordinance*, and must address the major systems of the unit in the following manner:

### Structural support

- If the initial inspection by the City of Concord or the approved designee shows any evidence of foundation, sill, joist or other structural support damage, these items must be corrected as part of the initial rehabilitation of unit prior to lease.

### Roofing

- If deemed as not meeting the five-year threshold of useful life, the roofing, including all wood sheeting, framing, boxing and fascia that is identified as compromised (rotted, missing, etc.) must be replaced along with the shingles.
- If the roofing is deemed as meeting the five-year threshold of useful life, any specifically-identified issues (damaged fascia, guttering, boxing, etc.) must be corrected as part of the initial rehabilitation of the unit prior to lease.
- All attics must be vented.

### Cladding and Weatherproofing (e.g., windows, doors, siding)

- If initial inspection by the City of Concord, or approved designee, shows any evidence of specified damage, the items must be corrected as part of the initial unit rehabilitation prior to lease.
- If existing windows are single-pane and determined to be in working order, the City of Concord, developer, or subrecipient must ensure that all windows have been properly sealed, both inside and out, to remove any potential air leakage.

### Plumbing and Water Heater

- All plumbing issues identified in the initial inspection by the City of Concord or approved designee must be corrected.

- If the water heater is deemed as not meeting the five (5) year threshold of useful life, it must be replaced.
- Water heaters must be placed in drain pans with drain piping plumbed to disposal point as per the latest approved addition of the International Plumbing Code, only if located in living space.
- Pipe all Water Heater Temperature & Pressure (T&P) relief valve discharges to disposal point as per the latest approved edition of the International Plumbing Code.

#### **Electrical**

- If deemed as not meeting the five-year threshold of useful life, the electrical system must be replaced as part of the initial rehabilitation of the unit prior to lease.
- If deemed as meeting the five (5) year threshold of useful life, any specifically-identified issues associated with the wiring must be corrected prior to lease.
- Wall switch-controlled Energy Star rated overhead lighting is required in all rooms.
- Each bedroom and hallway, etc. must have, as required by Code (local, state or Federal) a hard-wired or battery back-up smoke detector.

#### **Heating, Ventilation, and Air Conditioning**

- If the unit is not properly insulated, a minimum of R19 insulation must be installed under all living space flooring and a minimum of R-38 insulation must be installed above all living space ceilings.
- If the heating or air conditioning systems do not meet the five (5) year threshold of useful life, they must be replaced with a proper-capacity, high-efficiency system with proper seer capacity for heated and cooled space.

#### **Site and Neighborhood Standards**

A site for newly-constructed housing must meet the following site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- The site must promote greater choice of housing opportunities.
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

#### **Accessibility**

- All housing must meet the accessibility requirements in 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, also must meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities.

#### **Disaster Mitigation**

- Where relevant, the City of Concord requires housing to be improved to mitigate the impact of potential disasters (e.g., earthquake, hurricanes, flooding, and wildfires) in accordance with State and local codes, ordinances, and requirements.

### **Compliance with State/Local Codes, Ordinances, and Zoning Requirements**

- The City of Concord's standards require that rehabilitated housing meet all applicable State and local codes, ordinances, and requirements or, in the absence of a State or local building code, the International Existing Building Code of the International Code Council.

### **National Standards for the Physical Inspection of Real Estate (NSPIRE)**

- HUD published the NSPIRE Final Rule on May 11, 2023, titled the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate. This rule introduces HUD's modern approach to defining and evaluating housing quality while aiming to reduce regulatory burdens. The overarching objective is to prioritize health, safety, and functional defects over appearance, focusing on the areas that impact residents the most, their homes.
- The City of Concord will adhere to NSPIRE physical construction requirements for all CDBG-assisted projects to ensure that units will be decent, safe, sanitary and in good repair.

### **Construction Documents and Cost Estimates**

- The City of Concord's staff will ensure that the work to be undertaken meets the City of Concord's rehabilitation standards. The construction documents (i.e., written scope of work to be performed) must be in sufficient detail to establish the basis for a uniform inspection of the housing to determine compliance standards. The City of Concord's Construction Coordinator will review and approve a written cost estimate for rehabilitation after determining that costs are reasonable.

### **Frequency of Inspection**

- The City of Concord must conduct an initial property inspection to identify the deficiencies that must be addressed. The City's inspectors will conduct progress and final inspections to determine that work was done in accordance with work write-ups.
- The City of Concord will document compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of CDBG assistance. If the property does not meet these standards, CDBG funds will not be used to acquire the property unless it is rehabilitated to meet the standards.
- The City of Concord will adhere to the following guidelines:
  - On-site inspections will be performed within one (1) year following project completion and every one (1) to three (3) years during the affordability period.

### **Inspection Procedures**

- The City of Concord will establish written inspection procedures. The procedures must include detailed inspection checklists, a description of how and by whom inspections will be carried out, and procedures for training and certifying qualified inspectors. The procedures also must describe how frequently the property will be inspected.

### **Compliance and Monitoring**

During the course of a project, monitoring shall be implemented through periodic on-site visits so that any problems that may occur will be resolved as soon as possible. The goal of monitoring is to assist and support recipients in complying with applicable State, Federal, and Local requirements and in implementing their project activities in a timely manner.

The City of Concord is required to maintain complete financial and program files and to comply with program reporting requirements. The City must also provide citizens with reasonable access to records pertaining to the use of funds.

#### **Project Completion Deadline and Terminated Projects**

As required in 24 CFR §92.205(e), the City of Concord's staff must be able to execute a written agreement with the Subrecipient for the project within 12 months of July 1 of the year in which funding is awarded. The Subrecipient must typically be able to complete the project and expend all funds within one (1) year of the execution of the written agreement.

#### **Corrective and Remedial Actions**

The inability to properly execute the terms of the contract and/or maintain records in the prescribed manner may result in a finding that the City of Concord has failed to meet the applicable requirement of the contract. Remedial actions may include technical assistance to bring the project into compliance, or recapture of CDBG funds.

#### **Phase 1 Environmental Site Assessment**

Development projects must provide proof that a Phase 1 Environmental Site Assessment (ESA) is underway at the time of submitting the written funding request to ensure that any environmental hazards are recognized and mitigated. The Phase I ESA should be prepared in accordance with the requirements of ASTM E-1527 "Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process," and must clearly document compliance with 24 CFR 58.5(i)(2) or 50.3(i). Each assessment will include limited surveys of lead-based paint, asbestos, mold, and wetlands as applicable. If any hazards are identified, they will be abated or mitigated before occupancy. The Phase I ESA must be dated six months or less from the submission of the written funding request. If, at the time that the City of Concord undertakes the federal Environmental Review, the Phase I ESA is more than six months old, an update will be required. If the Phase I ESA is more than a year old at the time that the City undertakes the federal Environmental Review, a new Phase I ESA must be completed. Development projects must also meet state requirements under the State Environmental Policy Act (SEPA) and federal environmental review requirements under the National Environmental Policy Act (NEPA) as applicable.

#### **Relocation**

CDBG-funded projects are subject to relocation requirements contained in the Uniform Relocation Act (URA) and, in some cases, Section 104(d) of the Housing and Community Development Act (also known as the Barney Frank Amendments). URA relocation requirements are triggered whenever displacement occurs as a direct result of rehabilitation, demolition or acquisition of a CDBG-assisted project. Displacement includes residential and commercial tenants and owners. More information is available in HUD Handbooks 1378 and 1374.

As a practical matter, the City of Concord discourages projects that involve permanent displacement because of the impact on residents, the cost, and the delay.

#### **Mixed-Use Projects**

The City of Concord's funds may be used in developing mixed-use structures that contain residential and other uses (i.e., retail space, commercial office space, spaces for the provision of services). The inclusion of non-residential spaces for the exclusive use of the residents does not create a mixed-use project. Residential spaces include common area, corridors, stairways, laundry areas, storage areas, office space for management of the building, entry ways and lobbies.

CDBG funds may only be used for costs associated with the infrastructure of the building. The costs must represent a portion of the total development cost that does not exceed the proportion of residential space in the entire project.

### **Rehabilitation Not Involving Acquisition**

Housing that is currently owned by an eligible household qualifies as affordable housing only if:

- The housing is the principal residence of an owner whose household qualifies as a low-income family at the time CDBG funds are committed to the housing. The income of all persons living in the housing must be used to determine income eligibility.
- The households with residents that are 60 years of age or older with total household incomes between 50% to 80% of the area median income will not suffer undue burdens when applying for rehabilitation assistance because the City of Concord established forgivable liens with no repayment requirements and a maximum affordability period of 15 years.
- The homeowner must be current on taxes, mortgage payments, and insurance on the property.

### **Types of Ownership Interest**

- ***Inherited Property:*** Inherited property with multiple owners is defined as: housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The owner-occupant may be assisted if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
- ***Life Estate:*** The person who holds the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The person holding the life estate may be assisted if the person is low-income and occupies the housing as his or her principal residence.
- ***A Living Trust:*** A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life. The person holding the living trust may be assisted if the person is low-income and occupies the housing as his or her principal residence.

### **New Construction without Acquisition**

Only when necessary, the City may use CDBG Funds to demolish and reconstruct housing that is built within the same footprint on land that is owned by the family that will reoccupy the housing upon completion. The household must qualify as low-income, and the housing must be their permanent residence.

## V. APPENDIX A: GLOSSARY

This section provides definitions of key CDBG topics and terms.

*The Act*: The Housing and Community Development Act of 1974 makes funds available to qualified cities to develop viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities.

*Action Plan*: An annual plan that outlines proposed housing and community development objectives, activities, and budget. The plan includes information regarding federal, state, and local funding resources; a description of each activity to be implemented; and other actions that the City will take to address barriers to affordable housing, support anti-poverty strategies, and facilitate fair housing.

*Affordability Period*: The length of time that is based on the dollar amount of CDBG-funded assistance that is provided for eligible activities or projects as established by the federal program requirements. The affordability period will begin when specific documents are signed based on the program funding. If the recipient received Housing Rehabilitation Program assistance, the affordability period will begin when the Housing Rehabilitation Owner Certificate of Satisfaction is signed. The date that this document is signed also marks the project completion date.

*Annual Income*: The CDBG Program allows the use of two definitions of annual income: Section 8 annual income and adjusted gross income as defined for reporting on IRS Form 1040.

*Appeal*: The 30-day process that allows all persons that disagree with the determination of eligibility, or that are not satisfied with the outcome of a HUD program or project, may submit a written request for a review of that determination for resolution. The appeal will first be directed to the Concord Community Development Manager. If an additional appeal is required, the next appeal will be directed to the Concord Director of Planning & Neighborhood Development. If a final appeal is required, this appeal will be directed to the HUD Greensboro Field Office Director for resolution.

*Administrative Cap*: A maximum of 20 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on planning and administration costs.

*Affirmatively Furthering Fair Housing Plan (AFFH)*: An analysis of fair housing that will assist a community to take meaningful actions to combat discrimination, end segregation, and foster inclusive communities.

*CDBG*: The Community Development Block Grant program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to over 1,200 general units of local government and States.

*CDBG Recipient*: Local governments are deemed as grantees or recipients, and also referred to as units of general local government (UGLG). Under the Entitlement CDBG Program, the City of Concord receives funding directly from HUD.

*CFR*: The Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.

*Citizen*: A person living within the corporate limits of the City of Concord. Unless otherwise distinguished by HUD or applicable statute, citizen and resident are used interchangeably.



*Citizens Advisory Committee (CAC)*: An advisory body to the City of Concord, which encourages a planned and orderly approach to the development of community services in the City. The CAC reviews, evaluates, and makes recommendations to the City Council on proposals submitted by agencies seeking CDBG funding; along with recommendations on funding City programs. CAC members are appointed by the Mayor and the Concord City Council.

*Citizen Participation Plan*: A plan prepared by the City in accordance with 24 CFR 570.486 which describes how the City will include and encourage citizen participation, especially by low- and moderate-income citizens.

*Conflict of Interest*: When an individual or organization is involved in multiple interests, one of which could corrupt or be perceived as corrupting the fair and objective allocation of funds or procurement of goods and services.

*Consolidated Annual Performance and Evaluation Report (CAPER)*: An annual report prepared by the City and submitted to HUD in accordance with 24 CFR Part 91, on the objectives, activities, and budget set forth in the Annual Action Plan and the progress on the three-to five-year consolidated plan.

*Consolidated Plan*: The Consolidated Plan is a three-to five-year strategic plan prepared by the City in accordance with 24 CFR Part 91, and describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD's Office of Community Planning and Development (CPD) formula programs, including CDBG. An approved Consolidated Plan is one which has been approved by HUD.

*Contractors*: A contractor is an entity paid with CDBG funds in return for a specific service (e.g., construction). Contractors must be selected through a competitive procurement process.

*CPD*: The Office of Community Planning and Development is an office within HUD that administers and provides federal oversight of the CDBG program, along with other federal programs that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons.

*Davis-Bacon Act*: Establishes the requirement for paying the local prevailing wages and fringe benefits, as determined by the U.S. Department of Labor. It applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.

*Draw Down*: Refers to the process of requesting and receiving CDBG funds from HUD. Grantees draw down funds from a line of credit established by HUD in IDIS. Subrecipients typically draw down funds from grantees.

*Entitlement Community*: A city in a metropolitan area with a population of 50,000 or more, a principal city of a metropolitan area, or an urban county with a population of at least 200,000 (excluding the population of metropolitan cities located therein) that receives an annual allocation of CDBG funds directly from HUD under the CDBG Entitlement Program. Entitlement Communities that lose population may still be "grandfathered" into the program and continue to receive grant funding. An Entitlement Community is sometimes referred to by HUD as a grantee or recipient.

*Entitlement Grant*: Federal funds received by an entitlement community in a program year.

*Environmental Review Record (ERR)*: An assessment report of the effects a CDBG funded project will have on the environment and must be completed before any funds are expended on a project. The assessment is completed in HEROS and follows the requirements of 24 CFR Parts 50 and 58.

*Funding Cycle*: The time period associated with the City of Concord's allocation of projected CDBG funds for the upcoming program year(s). The funding cycle is most commonly an annual cycle that runs concurrently with the City of Concord's fiscal year of July 1 to June 30.

*Household*: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or unrelated persons who share living arrangements.

**Housing Rehabilitation:** Activities that assist homeowners with the repair, rehabilitation, or reconstruction of owner-occupied units.

**HUD:** CDBG funds are provided by the U.S. Department of Housing and Urban Development (HUD). HUD established the regulations and requirements for the program and has oversight responsibilities for the use of CDBG funds.

**HUD Guidelines:** All tools, guidebooks, trainings, notices, and other guiding materials and correspondence provided by HUD or CPD regarding the laws and regulations of CDBG Programs.

**Integrated Disbursement and Information System (IDIS):** An on-line nationwide database that provides HUD with current information regarding program activities and funding data. The City uses IDIS to fund and access reports for the CDBG Program.

**Income:** Gross income for a household as defined by 24 CFR Part 5 is used for all City of Concord CDBG-funded programs.

**Indirect Costs:** Costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

**Low- and Moderate Income:** Low- and moderate income (also referred to in this manual as LMI) means family or household annual income less than HUD income limit, generally 80 percent of the area median income, or a person within such household, as established by HUD. A minimum of 70% of all households receiving services using CDBG funding must have a low-moderate income benefit.

**Low-Income Household/Family:** A household/family having an income equal to or less than the established HUD Income limit (50% of the area median income).

**Minimum Contracting Standards:** A set of standards required before the execution of a Subrecipient Agreement. The standards indicate the minimum administrative and financial framework required to manage public funds.

**Minority Business Enterprise (MBE):** A business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

**Moderate Income Household/Family:** A household/family having an income equal to or less than the Section 8 Low Income limit (80% of area median income) established by HUD, but greater than the Section 8 Very Low-Income limit (50% of the area median income) established by HUD.

**Monitoring Visits:** Visits to subrecipients by Concord's Community Development Department staff to evaluate the progress/performance of the program and/or to provide technical assistance.

**Neighborhood Revitalization Strategy Area (NRSA):** A geographic area approved by HUD that meets certain criteria. The local community can develop comprehensive approaches to address economic development and housing needs.

**OMB:** The Office of Management and Budget (OMB) is the largest office within the Executive Office of the President of the United States. The main function of the OMB is to assist the President in preparing the budget. The OMB issues budget instructions or information, known as circulars, to Federal agencies.

**Owner Certificate of Satisfaction:** This document is signed by the owner at the end of a completed activity or project to confirm that the property improvements were completed in accordance with the contract or cost estimate and to the satisfaction of the owner.

**Presumed Benefit:** Benefit a group of clientele that is presumed to be principally low- moderate income. Presumed benefit groups include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers, and elderly persons over 62 years of age.

**Program Income:** Program income is the gross income received by the City and its subrecipients that is directly generated from the use of CDBG funds.

**Public Service Activity:** Eligible public service activities including, but not limited to those concerning with education, employment, crime prevention, child care, health, homelessness, drug abuse, fair housing counseling, senior services and youth services.

**Public Services Cap:** A maximum of 15 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on public service activities.

**Resident:** Unless otherwise distinguished by HUD or applicable statute, resident and citizen are used interchangeably.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968 established the Section 3 Program, which requires recipients of HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very low-income residents in connection with projects and activities in their neighborhoods.

**Scope of Work:** The project description, intended beneficiaries (number and type), detailed budget and location(s) of the program-related activity.

**Subrecipient:** An entity charged with implementation of one or more activities funded with City of Concord CDBG funds.

**Subrecipient Agreement:** A written agreement between the City and the subrecipient that is required before CDBG funds are disbursed.

**Target Areas:** A geographic area within the corporate limits of the City of Concord that has a minimum of 51.0% low-moderate income population. The City must take formal action to concentrate CDBG funds and programs into the target area(s).

**Technical Assistance:** Assistance provided by the City to increase the capacity or knowledge of CDBG requirements for Subrecipients.

**Timeliness:** Carrying out CDBG funded activities in a timely manner.

**Timeliness Spending Test:** A test conducted sixty days prior to the end of the current program year, to ensure that the amount of entitlement grant funds available to the City under grant agreements, but undisbursed by the U.S. Treasury is not more than 1.5 times the entitlement grant amount for the current program year.

**Urgent Need:** Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community. This objective may only be used if the community cannot finance necessary activities with other sources.

**Very Low-Income Household/Family:** A household/family having an income equal to or less than the established HUD Income limit (30% of the area median income).

**Women's Business Enterprise (WBE):** A business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of those owners.

*Source: Basically CDBG For Entitlements*

<https://www.hudexchange.info/resource/2368/building-home-a-home-program-primer/>

## **VI. APPENDIX B: EXHIBITS (Current Year)**

- Housing Rehabilitation Program/Owner Certificate of Satisfaction
- Memorandum of Understanding (for Contractors)
- Evaluation And Rating of Contractor Performance
- Housing Rehabilitation Assistance Program/Contractor's Release of Liens

(Documents will be added to final version once approved.)



July 7, 2025

Ms. Debra Navey  
35 Cabarrus Avenue West  
Concord, NC 28025

Dear Ms. Navey:

The Department of Natural and Cultural Resources, Division of Parks and Recreation, Grants and Outreach Program is pleased to announce that your Great Trails State Program application for the Concord McEachern Greenway Extension project has been approved for funding. You have been awarded a matching grant in the amount of \$500,000.

A grant specialist will contact you with information about how to begin the project. Please do not begin work on your project until you have received guidance from the Grants & Outreach team. If you have any questions, please contact the Grants and Outreach team at [grants@ncparks.gov](mailto:grants@ncparks.gov).

The Department of Natural & Cultural Resources is pleased to have the City of Concord partnering with the Division of Parks and Recreation to promote the development and management of North Carolina as the Great Trails State.

Sincerely,

A handwritten signature in black ink that reads "Pamela B. Cashwell".

Pamela B. Cashwell  
Secretary

cc: Brian Strong, Director, Division of Parks and Recreation  
Dave Head, Deputy Director, Planning and Recreation Resources

ORD.

PARKS & CAPITAL RESERVE FUND ORDINANCE  
AMENDED

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 amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. 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 project/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 this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$3,398,686	\$3,898,686	\$500,000
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$2,216,742	\$1,716,742	\$(500,000)

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 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 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

William C. Dusch, Mayor

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

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

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT  
Parks & Recreation Projects-McEachern-Hospital Phase

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

- SECTION 1. The projects authorized are the projects included for the McEachern-Hospital Phase.
- 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:
- SECTION 4. The following amounts are appropriated for the project:
- Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4357000				
420-4357000	State Aid	\$400,000	\$900,000	\$500,000
420-4501280				
420-4501280	Transfer from P&R Reserve	\$7,170,269	\$7,670,269	\$500,000
8300-5811018				
8300-5811018	McEachern-Hospital Phase	\$1,341,527	\$2,341,527	\$1,000,000

- 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 project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.
- SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.
- SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

\_\_\_\_\_  
Valerie Kolczynski, City Attorney



TEMPORARY CONSTRUCTION EASEMENT

Prepared By:	Line No.	N/A
Enbridge Gas North Carolina	Parcel No.	5509-77-1302
Return To:	R/W No.	N/A
Enbridge Gas North Carolina	Project No.	P75988
Attn: Warren Dumford		
800-A Gaston Rd., Bldg A		
Gastonia, NC 28056		

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

Know all men by these presents that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to **City of Concord, a North Carolina municipal corporation** (“**Grantor**,” whether one or more), the receipt of which is hereby acknowledged, Grantor hereby conveys unto **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a South Carolina corporation d/b/a ENBRIDGE GAS NORTH CAROLINA** (“**Grantee**” or “**EGNC**”), and its successors , certain easement(s) and right(s) of way under, upon, over, through, and across a portion of property situated in County of Cabarrus, North Carolina, as more particularly described in the instrument recorded in Book 14745, Page 0119, Cabarrus County Registry (the “**Grantor’s Land**”), and as shown on the drawing attached hereto as **Exhibit A** and incorporated herein by reference (the “**Drawing**”).

**Temporary Construction Easement.** A temporary construction easement for the purposes of installing a bore exit pit during construction of nearby pipeline(s), upon, over, and across that portion of Grantor’s Land designated “Temporary Construction Easement” on the Drawing (the “**Temporary Construction Easement Area**”), which temporary right shall terminate upon completion of the project to be defined as Grantee placing all natural gas pipelines and appurtenant facilities for which this temporary construction easement is given in service and release of Grantee from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits (“Completion of the Project.”) along with rights of ingress, egress, and egress across Grantor’s remaining Land in the vicinity of the easement. Grantee shall have the right, but not the obligation, to construct, reconstruct, maintain, repair, improve, and/or use roads or driveways within the Temporary Construction Easement Area (including, without limitation, grading, graveling, and installing culverts). Grantee may install gates within the Temporary Construction Easement Area, with Grantor’s written permission and provided that Grantor has a reasonable means of using any roads, driveways, or gates locked by Grantee. Upon the termination of the temporary construction easement as described herein, Grantee shall restore the Temporary Construction Easement Area to substantially the same condition as it existed prior to Grantee’s entry thereon, ordinary wear and tear excepted.

**EGNC’s Use.** EGNC shall have the right to use the Temporary Construction Easement Area for all purposes consistent with EGNC’s full enjoyment of the rights hereby granted and including, but not limited to, the installation of the bore exit pit, grading, access, repair and other activities related to the Project and shall expire upon Completion of the Project or on June 30, 2026, whichever occurs first. No gas pipelines or appurtenant facilities, structures or fixtures shall be installed, affixed, or otherwise be made a permanent part of Grantor’s Land.

**Damages.** EGNC shall be responsible for actual physical damage to (1) the land within Grantor’s Land and Temporary Construction Easement Area and (2) improvements and annual crops located on Grantor’s Land that are not in violation of the terms hereof, to the extent caused by or attributable to EGNC, provided that a claim is made by Grantor within 90 days of the termination of this Temporary Construction Easement. EGNC shall restore and level the surface of the Temporary Construction Easement Area to a condition which is substantially the same as the condition existing immediately prior to EGNC’s use of the Temporary Construction Easement.

**Grantor’s Reservation of Rights.** Grantor reserves the right to use Grantor’s Land and the Temporary Construction Easement Area for all purposes that do not unreasonably interfere with the temporary rights granted herein and that are not inconsistent with the rules and regulations of the North Carolina Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Grantee prior to making any change in use of the Temporary Construction Easement Area, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Grantee’s access to or maintenance of the Facilities or the Temporary Construction Easement Area; (2) endanger the safety of Grantor, Grantee, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any obstructions within the Temporary Construction Easement Area except as approved in writing by Grantee.

**No Waiver or Additional Representations.** The failure by EGNC to exercise and/or enforce any of the rights, privileges, and Temporary Construction Easement herein described shall not be construed as a waiver or abandonment of any such rights, privileges, and Temporary Construction Easement, and EGNC thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by Grantor that only terms expressly stated herein will be binding on EGNC.

**Ownership of Grantor's Land.** To have and to hold said Temporary Construction Easement unto EGNC and its successors, and Grantor, for itself, its heirs, executors, administrators, successors, or assigns, covenants to and with EGNC that Grantor is lawfully seized of Grantor's Land and the Temporary Construction Easement Area in fee and has the right to convey said rights and Temporary Construction Easement. The individual(s) signing this Temporary Construction Easement have the right and power to enter into this Temporary Construction Easement, to grant the rights granted under this Temporary Construction Easement, and to undertake the obligations described in this Temporary Construction Easement.

It is understood and acknowledged by the undersigned that the person securing this grant on behalf of EGNC is without authority to make any agreement with regard to the subject matter hereof, which is not expressed herein, and that no such agreement will be binding on EGNC.

[signature page follows]

IN WITNESS WHEREOF, this **EASEMENT** is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**City of Concord, a North Carolina municipal corporation**

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

Name: Lloyd Wm. Payne, Jr.

Title: City Manager

**ATTEST**

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

[SEAL]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, certify that Kim J. Deason personally came before me this day and acknowledged that she is the City Clerk of **City of Concord, a North Carolina municipal corporation**, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by Lloyd Wm. Payne, Jr., as its City Manager, sealed with its corporate seal, and attested by her as its City Clerk.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2025.

[NOTARY SEAL]

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

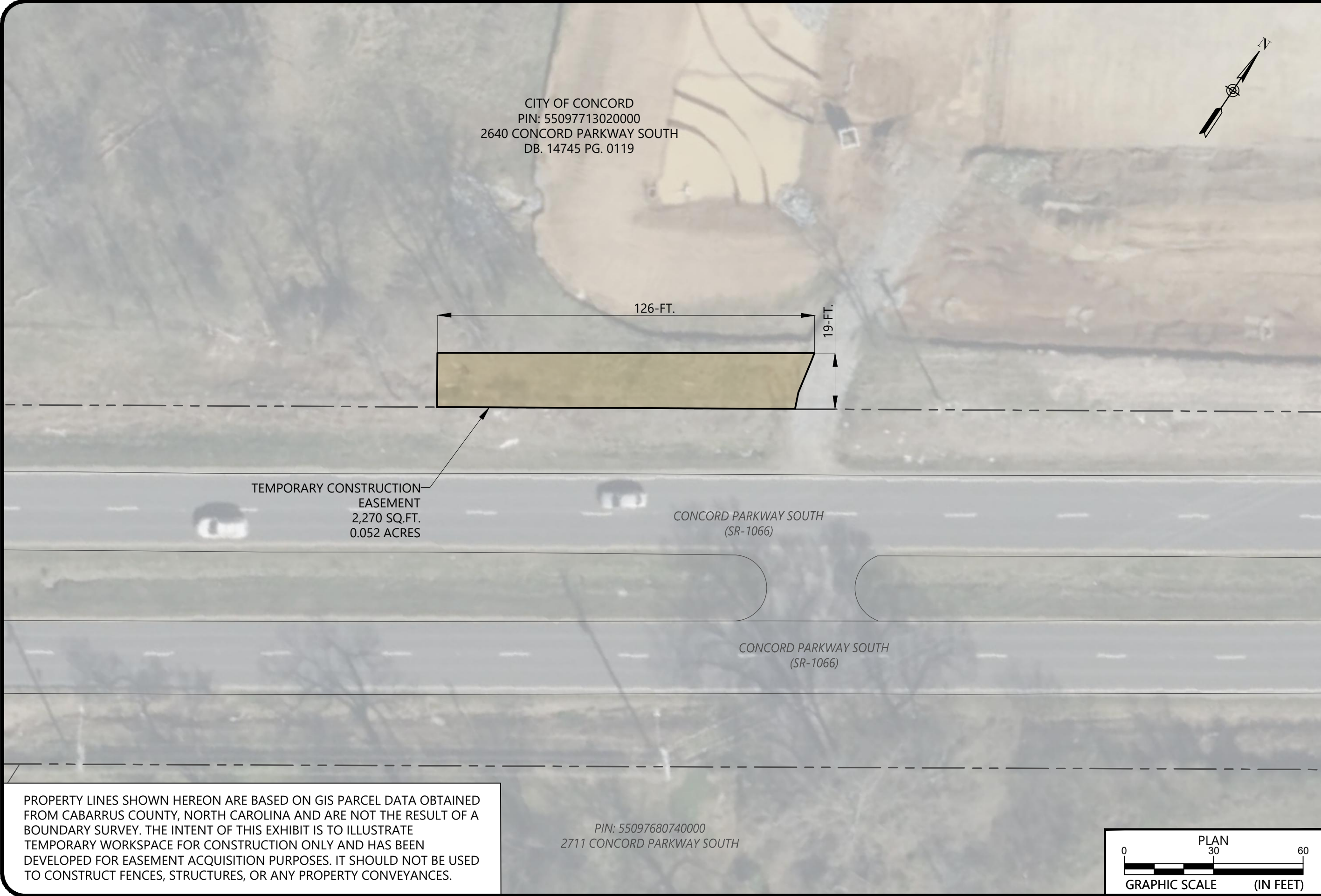
My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Finance Officer)

Date \_\_\_\_\_

Drawing path: \\EgnyteDrive\Ops\Charlotte-1350\Projects\2024\24350834\_EGNC\_Concord Commerce Park Mainline Ext\_Concord NC\Civil\CAD\DWG\LAND EXHIBITS\CITY OF CONCORD.dwg



CITY OF CONCORD

LAND EXHIBIT  
P75988 - CONCORD COMMERCE PARK MAINLINE EXTENSION  
CABARRUS COUNTY, NORTH CAROLINA

SCALE:  
1" = 30'

DATE:  
03/14/2025

PROJECT NUMBER  
24350834

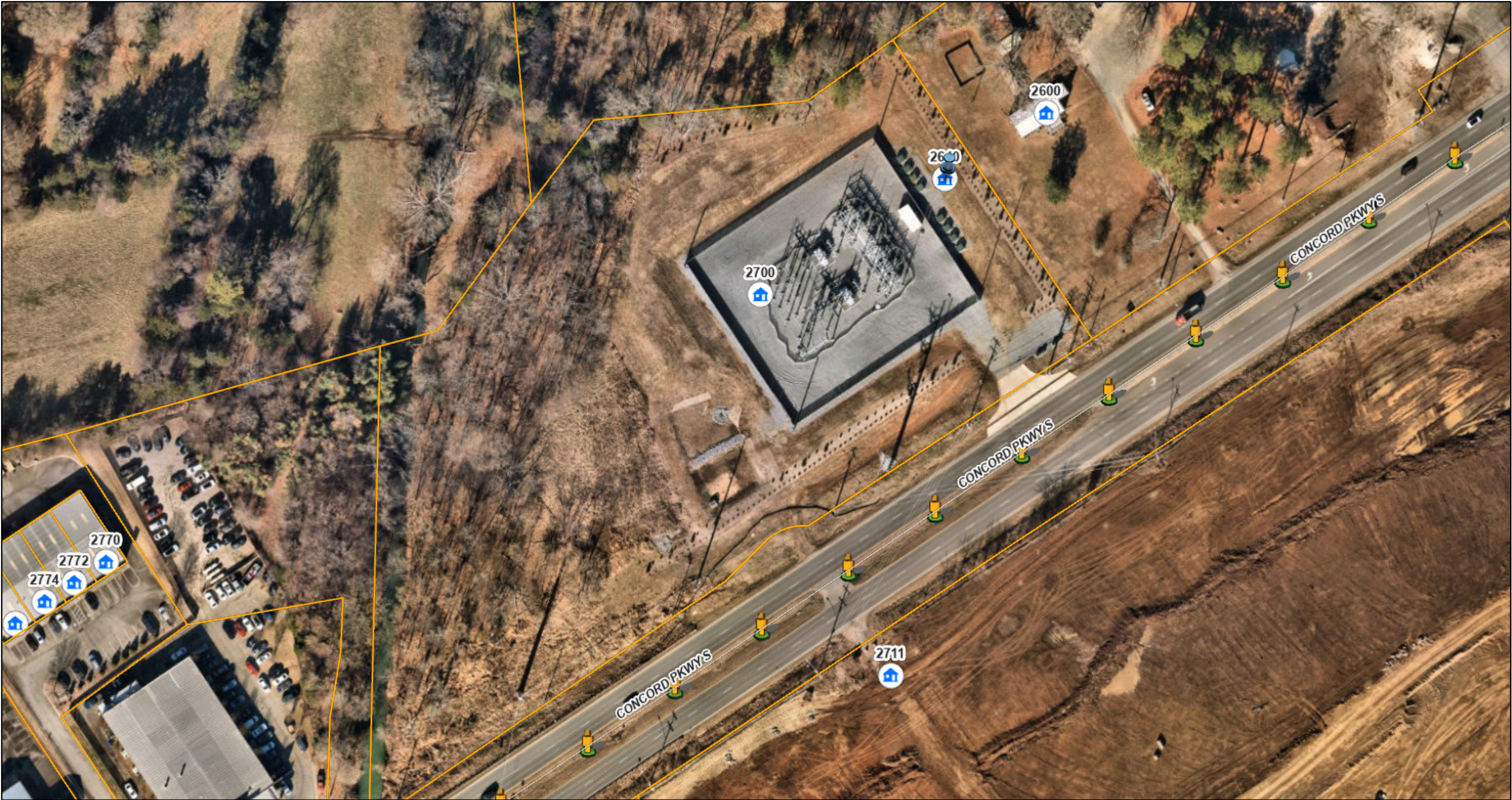
FIGURE NO.

LE5

PROPERTY LINES SHOWN HEREON ARE BASED ON GIS PARCEL DATA OBTAINED FROM CABARRUS COUNTY, NORTH CAROLINA AND ARE NOT THE RESULT OF A BOUNDARY SURVEY. THE INTENT OF THIS EXHIBIT IS TO ILLUSTRATE TEMPORARY WORKSPACE FOR CONSTRUCTION ONLY AND HAS BEEN DEVELOPED FOR EASEMENT ACQUISITION PURPOSES. IT SHOULD NOT BE USED TO CONSTRUCT FENCES, STRUCTURES, OR ANY PROPERTY CONVEYANCES.



ArcGIS Web Map



7/23/2025, 4:31:24 PM

Parcels New

Addresses

CHARLOTTE

CHINA GROVE

CONCORD

DAVIDSON

GOLD HILL

HARRISBURG

HUNTERSVILLE

KANNAPOLIS

LOCUST

MIDLAND

MT PLEASANT

ROCKWELL

<all other values>

Centerline

Street\_View\_Cabarrus

1:1,346

00.010.030.05 mi

00.020.040.08 km

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



**PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.**  
**d/b/a ENBRIDGE GAS NORTH CAROLINA**  
**Total Compensation for Permanent Easement, Temporary Workspace,**  
**Multiple Line Rights and Damages**

**Name:** City of Concord

**Address:** 35 Cabarrus Ave W. PO Box 35  
Concord, NC 28026

**Phone:** (704) 920-5401 Jacklyn Deal

<b>Line No.</b>	
<b>Project</b>	WFM.P75988
<b>Work Order(s)</b>	
<b>Reource Code</b>	
<b>Check No.</b>	
<b>Issue Date</b>	/ /

1. Permanent Easement: \$ N/A
  2. Temporary Workspace: 0.052 ac X \$216,447/ac X 20% \$ 2,251.00
  3. Multiple Line Rights: \$ N/A
  4. Damages: (List type, i.e. timber, crops, landscaping, etc.)
    - a. In Permanent Easement Area:
   
\_\_\_\_\_ \$ \_\_\_\_\_
   
\_\_\_\_\_ \$ \_\_\_\_\_
    - b. In Temporary Workspace Area:
   
\_\_\_\_\_ \$ \_\_\_\_\_
   
\_\_\_\_\_ \$ \_\_\_\_\_
- Total Damage Payment:** \$ N/A

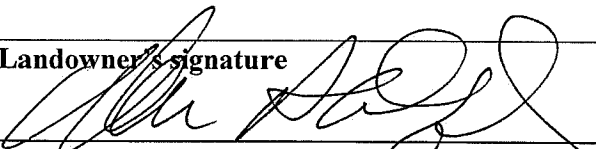
<b>TOTAL COMPENSATION:</b>	<b>\$ 2,251.00</b>
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\_\_\_\_\_  
 Landowner's signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Landowner's signature

\_\_\_\_\_  
 Date

  
 Enbridge Gas North Carolina Land Agent Signature

7.24.25  
 Date

RESOLUTION AUTHORIZING THE CONVEYANCE OF A  
TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, North Carolina General Statute § 160A-273 permits the City of Concord to have authority to grant easements over, through, under, or across any city property or the right-of-way of any public street or alley that is not a part of the State highway system; and

WHEREAS, the on December 11, 2020, City of Concord ("City") acquired a real property parcel located off of Concord Parkway South, identified as PIN 5509-77-1302 as recorded in Deed Book 14745, at Page 119 ("Property"); and

WHEREAS, Public Service Company of North Carolina, Inc., a South Carolina corporation dba Enbridge Gas North Carolina ("PSNC"), is expanding its public utility services by installing new infrastructure in the City of Concord; and

WHEREAS, PSNC has requested a temporary construction easement from the City on PIN 5509-77-1302 in connection with the installation of new gas utility infrastructure.

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

1. The City Council of the City of Concord will grant a temporary construction easement to Public Service Company of North Carolina, Inc., a South Carolina corporation dba Enbridge Gas North Carolina on PIN 5509-77-1302, located off Concord Parkway South, Concord, as permitted by North Carolina General Statute § 160A-273.
2. Public Service Company of North Carolina, Inc., a South Carolina corporation dba Enbridge Gas North Carolina agrees to pay the City of Concord, market price for the temporary construction easement along with additional funds for the purpose of reimbursement for tree loss, damages, and a re-forestation allowance in the total amount of \$2,251.00; and
3. Upon completion, Public Service Company of North Carolina, Inc., a South Carolina corporation dba Enbridge Gas North Carolina will restore the area to a desirable grade.
4. Prior to beginning, Public Service Company of North Carolina, Inc., a South Carolina corporation dba Enbridge Gas North Carolina will provide the City of Concord proof of insurance showing the City of Concord as a beneficiary.
5. The City Attorney is directed to take all necessary steps to complete conveyance of the temporary construction easement to Public Service Company of North Carolina, Inc., a South Carolina corporation dba Enbridge Gas North Carolina. The City Manager is authorized to execute the necessary instruments to effectuate the conveyance of the temporary construction easement in accordance with this resolution.

*(Signatures on Following Page)*



Adopted this \_\_\_\_\_ day of August 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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William "Bill" Dusch, Mayor

ATTEST:

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Kim J. Deason, City Clerk

[SEAL]



## MEMORADUM

DATE: Friday, August 15, 2025  
TO: Jackie Deal, Director of Engineering  
FROM: Veronika Galitsky, Construction Manager  
SUBJECT: Infrastructure Acceptance  
PROJECT NAME: Cumberland Subdivision PH 3 MP 1  
PROJECT NUMBER: 2020-070  
DEVELOPER: Niblock Homes, LLC  
FINAL CERTIFICATION - LOT NUMBERS: 10-18 & 107-109  
INFRASTRUCTURE TYPE: Water  
COUNCIL ACCEPTANCE DATE: Thursday, August 14, 2025  
ONE-YEAR WARRANTY DATE: Friday, August 14, 2026

Water Infrastructure	Quantity
8-inch in LF	221.00
8-inch Valves	1
2-inch in LF	385.00
2-inch Valves	1
Hydrants	1



## MEMORADUM

DATE: Friday, August 15, 2025  
TO: Jackie Deal, Director of Engineering  
FROM: Veronika Galitsky, Construction Manager  
SUBJECT: Infrastructure Acceptance  
PROJECT NAME: Midland Crossings Subdivision  
PROJECT NUMBER: 2020-089  
DEVELOPER: KB Home Charlotte Inc.  
FINAL CERTIFICATION - LOT NUMBERS: 39-51, 61-94  
INFRASTRUCTURE TYPE: Water and Sewer  
COUNCIL ACCEPTANCE DATE: Thursday, August 14, 2025  
ONE-YEAR WARRANTY DATE: Friday, August 14, 2026

Water Infrastructure	Quantity
8-inch in LF	1530.00
8-inch Valves	8
2-inch in LF	599.00
2-inch Valves	2
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2466.00
Manholes as EA	14

NORTH CAROLINA  
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by LTSC South Carolina Real Estate, LLC, a South Carolina limited liability company, whose principal address is 6508 Colleyville Blvd, Ste. 300, Cooleyville, TX 76034 (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: 2059 Wilshire Ct. SW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5529-79-1017. It being the land conveyed to Grantor by deed recorded in Book and Page 12719/298 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Property"); and

**WHEREAS**, Grantor desires to develop or redevelop all or portions of the Property; and

**WHEREAS**, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter "CCDO"), and the Concord Technical Standards Manual (hereafter "Concord Manual"); and

**WHEREAS**, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measure" or "SCM"), (ii) Grantor's dedication of a non-exclusive access easement to the City, as described in this

Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

**WHEREAS**, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

**WHEREAS**, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "Storm Control Measure Easement Survey" and labeled "Storm Control Measure Access and Maintenance Easement (Area-20673.4 SQ FT)"** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit "A" titled "Storm Control Measure Easement Survey" and labeled "Storm Control Measure Access and Maintenance Easement (Area-20673.4 SQ FT)" and "20 FT Access Easement"**, 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 North Carolina Department of Environmental Quality (DEQ) Stormwater Design Manual (the "NCDEQ Manual"), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in **Exhibit "B"**, the 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 NCDEQ Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property; transferee's mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CCDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance

herewith, to maintain same and make repairs or replacements to the SCM, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement, with the appropriate Deed Book and Page for this Agreement inserted in the relevant blanks, in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB \_\_\_\_\_ PG \_\_\_\_\_."** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement, with the appropriate date, Deed Book and Page for this Agreement inserted in the relevant blanks, shall be inserted in any deed or other document of conveyance:

"Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2025 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)."

In the event that such conveyance is other than by deed, the above terms of "grantor/grantee" may be substituted by equivalent terms such as "landlord/tenant."



TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor does covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2025 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

**GRANTOR:**

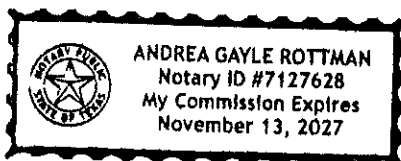
LTSC South Carolina Real Estate, LLC,  
a South Carolina limited liability company

By: Lee Ray Hess  
Name: Lee Ray Hess  
Title: Managing Member

STATE OF Texas  
COUNTY OF Tarrant

I, Andrea G. Rottman, a Notary Public of the aforesaid County and State, do hereby certify that Lee Ray Hess personally appeared before me this day and acknowledged that he/she is the Managing Member of LTSC South Carolina Real Estate, LLC, a South Carolina limited liability company, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 11 day of July, 2025



Andrea Gayle Rottman  
Notary Public  
My commission expires: 11.13.2027  
PR

**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on \_\_\_\_\_ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

125



## Wet Detention Basin 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.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

**This system (check one):**

☐ does ☒ does not incorporate a vegetated filter at the outlet.

**This system (check one):**

☐ does ☒ does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must 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 perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The inlet device: pipe or swale</b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b>The forebay</b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b>The vegetated shelf</b>	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b>The main treatment area</b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	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.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

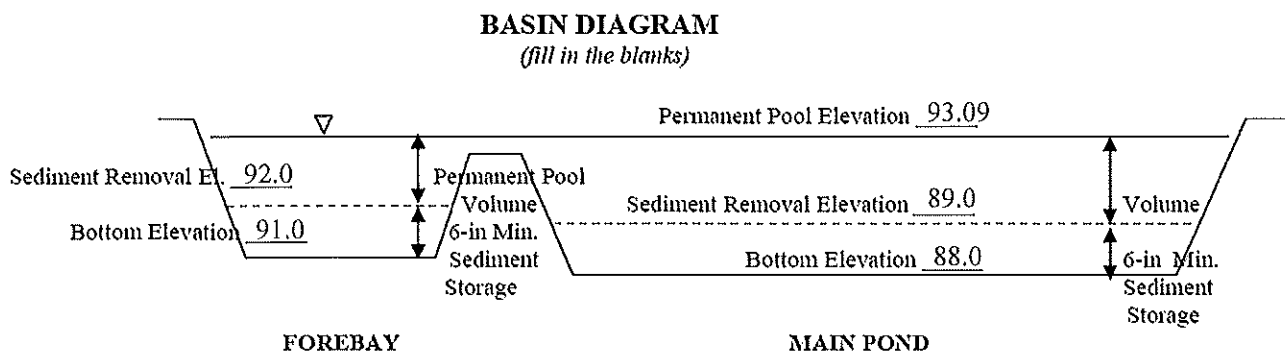
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or equivalent as-built elevations.( Indicate which is being indicated in this document.)

When the permanent pool depth reads 4 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 1 feet in the forebay, the sediment shall be removed.





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 \_\_\_\_\_, 2025, by Murphy Oil USA, Inc., a Delaware corporation, whose principal address is 200 Peach Street, El Dorado, AR 71730-5836 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

**WITNESSETH:**

**WHEREAS,** THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_

**WHEREAS,** Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 3065 Dale Earnhardt Blvd., Kannapolis, NC, Cabarrus County Property Identification Number (PIN): 5622-78-0771. It being the land conveyed to Grantor by deed recorded in Books and Pages 17308/333 and 17308/338 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Property"); and

**WHEREAS,** Grantor desires to develop or redevelop all or portions of the Property; and

**WHEREAS,** the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter "CCDO"), and the Concord Technical Standards Manual (hereafter "Concord Manual"); and

**WHEREAS,** conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely two (2) Dry Extended Detention Basins, 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 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, 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 "Murphy USA Concord, NC Stormwater Control Measure Easement", labeled "Stormwater Control Measure Access and Maintenance Easement #1 Area: 2,864.9 SF (0.066 AC)" and "Stormwater Control Measure Access and Maintenance Easement #2 Area: 6,435.4 SF (0.148 AC)"** 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 SCM as shown on the attached **Exhibit "A" titled "Murphy USA Concord, NC Stormwater Control Measure Easement", labeled "Stormwater Control Measure Access and Maintenance Easement #1 Area: 2,864.9 SF (0.066 AC)" and "Stormwater Control Measure Access and Maintenance Easement #2 Area: 6,435.4 SF (0.148 AC)"**, **Exhibit "B" "Subdivision Plat for Lowe's Home Center's, Inc." recorded in Plat Book 49 at Pages 45-46 and that Access and Utility Easement Agreement filed in Deed Book 17308, Page 343 both of the Cabarrus County Register of Deeds office**, 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 Dry Extended Detention Basin Inspection and Maintenance Plans attached as **Exhibit "C"** and (iv) as provided in the North Carolina Department of

Environmental Quality (DEQ) Stormwater Design Manual (the "NCDEQ Manual"), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and 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 "C"**, the Dry Extended Detention Basin 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 SCM 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, their 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 NCDEQ Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property; transferee's mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CCDO, the Concord Manual or approved Inspection and

Maintenance 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, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement, with the appropriate Deed Book and Page for this Agreement inserted in the relevant blanks, in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control 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, with the appropriate date, Deed Book and Page for this Agreement inserted in the relevant blanks, shall be inserted in any deed or other document of conveyance:

"Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2025 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the

consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)."

In the event that such conveyance is other than by deed, the above terms of "grantor/grantee" may be substituted by equivalent terms such as "landlord/tenant."

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor does covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2025 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

**GRANTOR:**

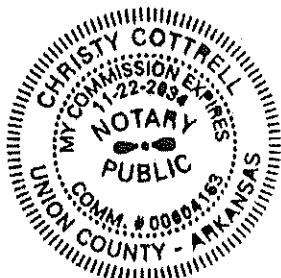
Murphy Oil USA, Inc., a Delaware corporation

By: [Signature]  
Name: Greg Smith  
Title: VP & General Counsel

STATE OF Arkansas  
COUNTY OF Union

I, Christy Cottrell, a Notary Public of the aforesaid County and State, do hereby certify that Greg Smith personally appeared before me this day and acknowledged that he/she is the VP & General Counsel of Murphy Oil USA, Inc., a Delaware corporation, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 30 day of July, 2025



Christy Cottrell  
Notary Public  
My commission expires: 11/22/2034

**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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

[illegible]

LOCATION MAP  
SCALE: 1"=2,000'

OLD DRAUGHT BLVD  
ROUTE 57 NE

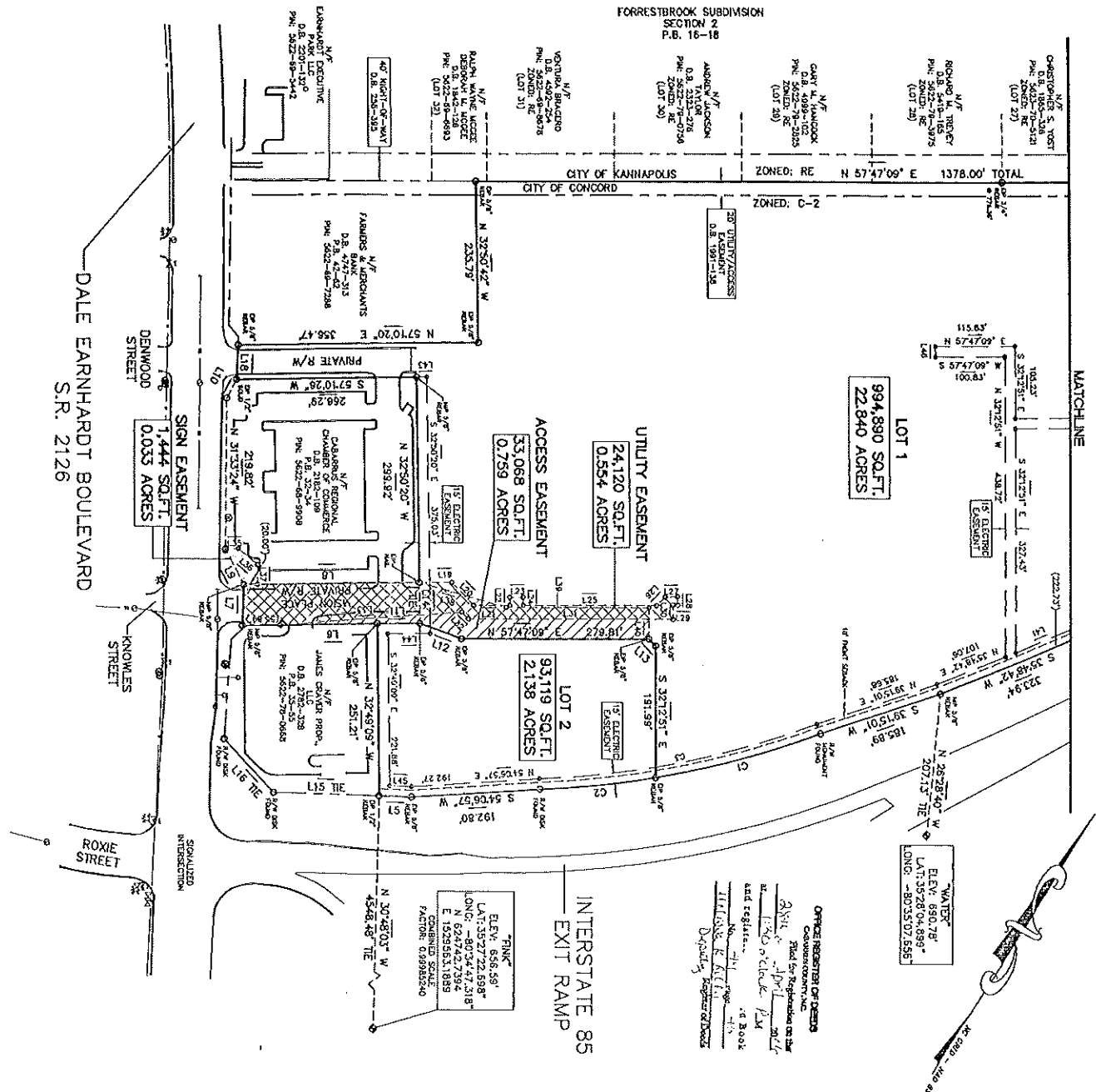
SITE

SR-1

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROOF DRAINAGE LINE
- STORM DRAINAGE PIPE
- VARD DRAIN
- DRAINAGE WATERSHED
- CATCH BASIN W/ GRATE





**SURVEYOR'S NOTES**

[illegible]

# Free and

FRIELAND & ASSOCIATES, INC.  
325 WEST STONE AVE.  
GREENVILLE S.C. 29609  
(864) 271-4924 FAX (864) 233-0315  
EMAIL: jfrieland@worldnet.att.net

EM.Ali: jfreeland@worldnet.att.net

ASH PARTY CHIEF: SB CHECKED:

ATTN: BOOK: SEE SURVEYOR'S NOTE # 4

END BOOK 625-21

86-74

\*\*\*\*\*  
 REF: 5622-79-6338-0000  
 \*\*\*\*\*

SURVEY: JUNE 23, 2005

NO: 57068-SUB

LAST REVISION: APRIL 4, 2006

100'	200'	300'
------	------	------

SCALE: 1" = 100'

CAROL  
OPTA

STAL



NAME: JAMES R. FREEDMAN

10: 12638 

STATE OF NORTH CAROLINA

CABARRUS COUNTY

CITY OF CONCORD

TOWNSHIP # 4

100

SUBDIVISION PLAT

Figure 1

# Social

## US HOME CENTERS

SHEET 1 OF 1

5011

100

\_\_\_\_\_





## Dry Extended Detention Basin 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.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (*check one*):

☐ does ☒ does not incorporate a vegetated filter at the outlet.

This system (*check one*):

☐ does ☒ does not incorporate pretreatment other than a forebay.  
N/A

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter 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 perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The inlet device: pipe or swale</b>	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b>The forebay</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
<b>The main treatment area</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	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. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

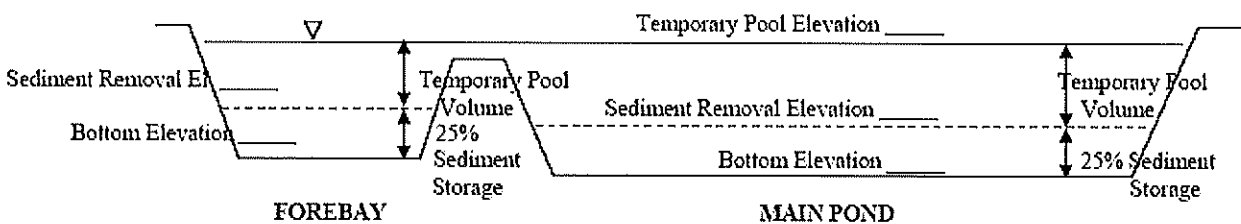
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads \_\_\_\_\_ feet in the main pond, the sediment shall be removed.

When the basin depth reads N/A feet in the forebay, the sediment shall be removed.

### BASIN DIAGRAM (fill in the blanks)





## Dry Extended Detention Basin 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.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (*check one*):

☐ does ☒ does not incorporate a vegetated filter at the outlet.

This system (*check one*):

☐ does ☒ does not incorporate pretreatment other than a forebay.  
N/A

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter 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 perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The inlet device: pipe or swale</b>	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b>The forebay</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
<b>The main treatment area</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	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. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).



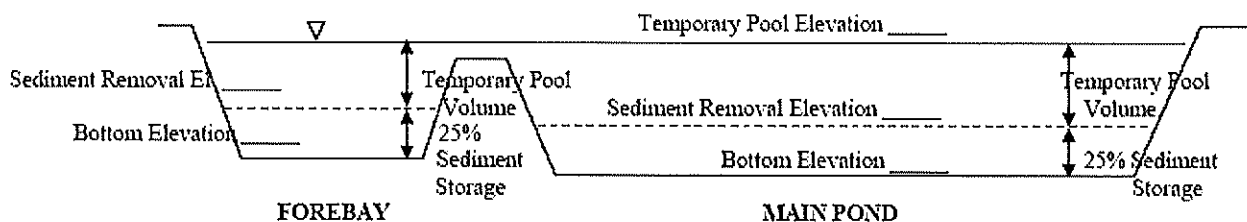
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads \_\_\_\_\_ feet in the main pond, the sediment shall be removed.

When the basin depth reads N/A feet in the forebay, the sediment shall be removed.

### BASIN DIAGRAM (fill in the blanks)



ORD.

**CAPITAL PROJECT ORDINANCE**  
**Utility Project Reserves**

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

SECTION 1. The project authorized and amended is utility project reserves.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The Electric/Water/Wastewater Funds will serve as the funding source for the Utility Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4501620	Transfer from Water	\$7,293,638	\$5,782,720	\$(1,510,918)
8120-5987000	Transfer to Proj Fund	\$7,510,918	\$6,000,000	\$(1,510,918)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

ORD #

CAPITAL PROJECT ORDINANCE AMENDMENT

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:

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
630-4357300	Federal Aid	\$18,791,994	18,769,762	(22,232)
630-4501100	Transfer from Gen Fun	\$7,096,670	7,093,891	(2,779)
630-4337000	Local Shared Revenue	\$5,169,752	5,166,973	(2,779)
			Total	<u>(27,790)</u>

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

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7690-5194000	Contract Services	\$15,138,190	15,110,400	<u>(27,790)</u>
			Total	<u>(27,790)</u>

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 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

\_\_\_\_\_  
Valerie Kolczynski, City Attorney

ORD.

PARKS & CAPITAL RESERVE FUND ORDINANCE  
AMENDED

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 amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. 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 project/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 this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Proj Fund	3,898,686	1,242,368	(2,656,318)
280-4501100	Transfer fm Gen Fund	5,615,428	2,959,110	(2,656,318)

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 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

AN ORDINANCE TO AMEND FY 2025-2026 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 12<sup>th</sup> day of June, 2025, adopt a City budget for the fiscal year beginning July 1, 2025 and ending on June 30, 2026, 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	\$2,791,508	\$2,794,008	\$2,500
Total				<u>\$2,500</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	\$0	\$2,500	<u>\$2,500</u>
Total				<u>\$2,500</u>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to B.O.O.T. Enterprises to purchase items to promote the YouthSoul Event.

Adopted this 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

### **B.O.O.T POPUP Proposal**

#### **Overview**

B.O.O.T Enterprises is a non-profit organization rooted in transforming and upgrading one's life to meet their personal goals. We work with different clients and create a growth plan tailored specifically to each client. We gather resources and offer programs to assist and support clients in reaching their goals.

#### **Purpose**

B.O.O.T Enterprises would like to visit different schools within the city limits of Concord in order to promote our YouthSoul Event. The appearance at each school is a prelude to YouthSoul and would serve as an opportunity for students to learn more about the event and B.O.O.T Enterprises. This event is targeted to adolescents 18 years and under. The purpose of YouthSoul will be to educate the youth about mental health, different resources available to them, and encourage engagement within their community.

#### **Budget Breakdown**

Item	Cost	Purpose
B.O.O.T Enterprises Tent	\$750	A custom tent in order for B.O.O.T Enterprises to be recognized and host a stand at various schools.
Table	\$43	A table will assist in holding necessary items such as swag, informational documents, gifts, etc.
B.O.O.T Swag (Bottles, Pens, T-Shirts, Bags)	Bottles- \$400 Bags- \$450 Pens- \$300	Swag will be given away to different students in order to promote B.O.O.T as well as serve as a reminder.
Giveaway Gifts (Headphones, Camera)	Instant Cameras - \$120 Headphones- \$120	These gifts will promote student engagement and ensure youth attendance for YouthSoul.
Gas	\$200	This will serve as a reimbursement for travel among various schools.
Emergency Funds	\$117	If any of the funds listed are not enough or extra expenses occur for the Pop-Up, this will help cover extra costs. Any remaining emergency funds will go towards swag and giveaway

		gifts.
Total	\$2500	—

### Effectiveness

This budget proposal is effective in supporting B.O.O.T Enterprises' mission to empower youth and promote the YouthSoul event. Each line item contributes to outreach, engagement, and visibility.. The custom tent and table provide a recognizable and professional setup that draws attention and legitimizes B.O.O.T's presence. Swag items such as bottles, pens, and bags serve as lasting reminders of the organization and reinforce brand recognition. The inclusion of giveaway gifts like headphones and instant cameras incentivizes student engagement and attendance, increasing the likelihood of a strong turnout for YouthSoul. Students will enter a free raffle at each school, and one winner from each school will be chosen at the YouthSoul event. Altogether, this budget maximizes impact while maintaining a cost-effective structure aligned with the organization's goals.



AN ORDINANCE TO AMEND FY 2025-2026 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 12<sup>th</sup> day of June, 2025, adopt a City budget for the fiscal year beginning July 1, 2025 and ending on June 30, 2026, as amended; and

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

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Account	Title	Revenues	Amended Budget	(Decrease) Increase
		Current Budget		
100-4370000	Fund Balance Appropriated	\$2,794,008	\$2,796,508	\$2,500
Total				<u>\$2,500</u>

Account	Title	Expenses/Expenditures	Amended Budget	(Decrease) Increase
		Current Budget		
4190-5470043	Golf Tournaments	\$2,500	\$5,000	<u>\$2,500</u>
Total				<u>\$2,500</u>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Multicultural Community Student Union to assist with costs for the free Summer Program offered to children in the community.

Adopted this 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

# **Multicultural Community Student Union**

**Rev. Ruth Brooks, Founder**

**Ms. Latisha Young, Director**

**P.O. Box 891**

**[MCCSU.CONCORDNC@GMAIL.COM](mailto:MCCSU.CONCORDNC@GMAIL.COM)**

**Concord N.C. 28025**

**July 16, 2025**

**Greetings Mayor Dusch**

**The Multi-Cultural Community Student Union is youth a organization founded by Rev. Ruth Brooks over 30 Years ago. It is designed to provide enrichment for the youth of Cabarrus County. Currently we are providing a free Summer program that meets at Grace Lutheran Church Monday through Thursday 8:00 a.m. – 3:00 p.m. . Our activities include swimming on Tuesdays, Movies on Thursday, tutorial help (reading and math) outside games, and trips to the Logan Gym.'**

**We are able to provide breakfast and lunch at no cost to the students through a collaborative effort with First Missionary Baptist Church. Oak Grove Missionary Baptist Church (Harrisburg) has designated us as one of their mission projects which enabled us to begin the summer program for 2025. We registered 50 children for the summer program. 100 percent of the youth that we are serving have Concord addresses.**

**Your support will help us continue the camp and provide monthly session throughout the year. We have recently received an invitation to take the students to a sporting event in Charlotte. We are working on providing transportation for the trip. We do have a bus that was donated to us from the Logan Day Care center. We are not confident that it is highway worthy, and we do not want to risk having any issues on the way to the event.**



**As you may recall we have undergone some changes in leadership due to health concerns of our founder, Rev. Ruth Brooks. I am serving as the Board Chair. We are requesting \$2,500 to further the work of Multi-Cultural Community Student Union. Thank you, in advance for your continued support to Multi-Cultural Community Student Union and your consideration of this grant.**

**God's Peace,**

**Rev. Donald E. Anthony**

**Donald E. Anthony, Board Chair**

*Enriching the lives of our future.*



CONFIRMATION: Registration Submitted for MULTI-CULTURAL COMMUNITY STUDENT UNION / KAWXYBJNH4L4 / 6NAV3 in the U.S. Government's System for Award Management (SAM).

donotreply@sam.gov

to me

This email was sent by an automated administrator. Please do not reply.

Dear Mariah King,

You successfully submitted the entity registration for MULTI-CULTURAL COMMUNITY STUDENT UNION / KAWXYBJNH4L4 / 6NAV3 in the U.S. Government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN within 30 business days. You will get an email from SAM.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code team for review. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, your registration status will remain in Submitted status.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) at the address you provided. Please tell your Government Business POC to respond right away to any requests from a [dla.mil](mailto:dla.mil) email. If a timely response is not received, your registration status will change to Work in Progress. You will have to resubmit and provide the requested information to get your registration back to Submitted status.
4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, your registration status will remain in Submitted status.
5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must submit one. Failure to do so will result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get your registration reviewed. For more information, visit [www.fsd.gov](http://www.fsd.gov) or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

*Enriching the lives of our future.*

AN ORDINANCE TO AMEND FY 2025-2026 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 12<sup>th</sup> day of June, 2025, adopt a City budget for the fiscal year beginning July 1, 2025 and ending on June 30, 2026, 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	\$2,796,508	\$2,799,008	\$2,500
Total				<u>\$2,500</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	\$5,000	\$7,500	<u>\$2,500</u>
Total				<u>\$2,500</u>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Boys and Girls Club to assist with Meal Boxes for youth in need.

Adopted this 14th day of August, 2025.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

## Boys & Girls Club of Cabarrus County Weekend Meal Box Program

### What We Do

Every Friday, the Boys & Girls Club of Cabarrus County provides shelf-stable **meal boxes valued at approximately \$20 each** to youth in need. These boxes are distributed year-round and are specifically designed to bridge the weekend food gap when school cafeterias and our Club kitchen are closed. Each box contains enough meals to support a child through the weekend—and in many cases, feeds the entire household.

### Who We Serve

- ~150 youth members each week
- Program has operated at full capacity for over five consecutive years
- 78% of our Club youth qualify for free or reduced-price lunch
- 63% live in single-parent households
- Over 90% of youth served live within Concord city limits

### Why It Matters

Food insecurity affects thousands of children across our state and in our own community:

In **Cabarrus County, 11–15% of children live in food-insecure households**, according to *North Carolina Central University's Public Policy [Report](#)*. Statewide, **1 in 6 children (17%)** experiences food insecurity (*[Foundation for the Carolinas](#)*). That means thousands of kids here are at risk of going hungry on weekends and school breaks.

For many of the children we serve, the Club is their most reliable source of nutrition. When access to that ends on Friday afternoon, the weekend becomes a time of real vulnerability. This program helps close that gap—offering stability, dignity, and nutrition when young people need it most.

### Our Impact & Sustainability

We've sustained this program through partnerships with Second Harvest Food Bank, Lowe's Foods, and Food Lion, as well as generous support from donors who believe that no child in our community should go hungry. These strong relationships allow us to stretch resources further and maintain consistent quality and volume.

During the 2024–2025 school year alone, we distributed 2,506 weekend meal boxes across 28 weeks—serving 145 youth members who rely on this critical food resource. On average, we provided meals three weekends per month from September to May, ensuring youth members had support even when their children couldn't attend Club.

### Why We're Asking

Support for this program is not about expanding convenience—it's about protecting children from the compounding effects of hunger. Nutrition is directly tied to health, academic focus, behavior, and emotional wellbeing.



# Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

April 1- June 30, 2025

## SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **April 1- June 30, 2025**, are as follows:

***WATER-*** The **City of Concord** initiated water distribution system extensions permitted by the City of Concord's delegated permitting 457 linear feet of 8-inch water lines and other appurtenances to provide potable water to serve an Airport Hanger located at Concord Regional Airport, with an average Industrial water demand of 9,000 GPD, of treated water from the City of Concord's existing potable water distribution system.

The **Developer** initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 17,258 linear feet of 12-inch water main, 17,343 linear feet of 8-inch water main, 5,271 linear feet of 6-inch water main, 54 linear feet of 4-inch water main, 1,962 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve 4 office buildings and 127 Townhomes, 35 apartment units, 1,597 Single Family Homes, 34,600 sq. ft. car dealership, 5 speculative warehouse buildings, with an average domestic, commercial and industrial water demand of 176,675 GPD, of treated water from the City of Concord's existing potable water distribution system.

***SEWER*** –The **City of Concord** does not report any wastewater collection system extensions for this quarter.

The **Developer** initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 22,712 linear feet of 8-inch sanitary sewer, with manholes and other appurtenances to serve 4 office buildings and 127 Townhomes, 34,600 sq. ft. car dealership, and 390 3-Bedroom Single Family Homes, with a total average domestic and commercial wastewater discharge of 91,450 GPD.

*\*Attributes associated with the reissued permits that have been previously permitted, including the asset linear footage, water demand and wastewater flow totals are excluded in the quantities for the modified permits.*

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of April to the 30<sup>th</sup> June 2025**:*



## Water Distribution System Extensions: April 1- June 30, 2025

Date Issued: April 17, 2025  
Project Title: **Holly Grove Subdivision- Mod 2 New Ownership\***  
Project #: 2021-052 & Accela PRS2021-02142  
Developer: CRP/Canvas Holly Owner LLC  
Creighton Call, Manager  
2228 Thrift Road  
Charlotte, NC 28208  
P) 704-607-7278  
Email) [ccall@canvasresi.com](mailto:ccall@canvasresi.com)

Description: Construction of approximately 3,070 linear feet of 6-inch water lines with 14 in-line valves, 216 linear feet of 2-inch water lines with 4 in-line valves, 4 hydrants, and other appurtenances to provide potable water to serve 4 office buildings and 127 Townhomes located off of HWY 29/Concord Pkwy S, with a domestic and commercial water demand of 54,832 GPD.

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Date Issued: April 29, 2025  
Project Title: **Tim Marburger Chevrolet**  
Project #: 2023-034 & Accela PRS2023-01527  
Developer: Marburger Family Associates Limited Partnership  
Timothy S Marburger, Registered Agent  
P.O. Box 5107  
Concord, NC 28027  
P) 980-521-0443  
Email) [tim.marburger663@gmail.com](mailto:tim.marburger663@gmail.com)

Description: Construction of approximately 25 linear feet of 8-inch water lines with 1 in-line valve and other appurtenances, to provide potable water to serve a 34,600 sq. ft. car dealership located off of Dickerson Place NE, with an average Commercial water demand of 3,700 GPD.

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Date Issued: May 5, 2025  
Project Title: **GGV Concord Industrial**  
Project #: 2024-058B & Accela PRS2024-02855  
Developer: GGP Concord NC LLC  
Drew Thigpen, VP  
2626 Glenwood Ave, Ste 550  
Raleigh, NC 27608  
P) 843-469-2517  
Email) [dthigpen@ggcommercial.com](mailto:dthigpen@ggcommercial.com)

Description: Construction of approximately 53 linear feet of 8-inch water line with 2 in-line valves and other appurtenances, to provide potable water to serve 5 speculative warehouse buildings located off of Pitts School Rd, with zero increase to the water demand. *The water demand for this industrial portion was permitted in the Tribek-Morris Industrial Tract (2024-058A).*

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Date Issued: May 6, 2025  
Project Title: **North Apron Access Road Utilities Plan**  
Project #: 2025-009 & Accela PRS2024-01931  
Developer: City of Concord - Aviation  
Dirk Vanderleest, Director  
9000 Aviation Blvd.  
Concord, NC 28026  
P) 704-920-5901  
Email) [vanderleestd@concordnc.gov](mailto:vanderleestd@concordnc.gov)

Description: Construction of approximately 457 linear feet of 8-inch water lines with 2 in-line valves and other appurtenances to provide potable water to serve an Airport Hanger located at Concord Regional Airport with an average Industrial water demand of 9,000 GPD.

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Date Issued: May 13, 2025  
Project Title: **Rosewood Trail Phase 2**  
Project #: 2024-072 & Accela PRS2024-03179  
Developer: Thayer Contracting, Inc.  
Christopher E. Thayer, President  
9250 Hwy 601  
Midland, NC 28107  
P) 704-719-7522  
Email) [chris.thayer@thayercontracting.com](mailto:chris.thayer@thayercontracting.com)

Description: Construction of approximately 54 linear feet of 4-inch water lines with 1 in-line valve, 27 linear feet of 2-inch water lines and other appurtenances to provide potable water to serve 7 single family units located off of NC Hwy 601, with an average domestic water demand of 2,800 GPD

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Date Issued: May 28, 2025  
Project Title: **Carolina Ridge Phase 1**  
Project #: 2022-027C & Accela PRS2024-01368  
Developer: Pulte Home Company LLC  
Dan Rossi, VP of Development  
11121 Carmel Office Park Buildings  
Charlotte, NC 28226  
P) 704-543-4922  
Email) [daniel.rossi@pultegroup.com](mailto:daniel.rossi@pultegroup.com)

Description: Construction of approximately 1,935 linear feet of 2-inch water lines with 12 in-line valves, 5,188 linear feet of 6-inch water lines with 18 in-line valves, 17,265 linear feet of 8-inch water lines with 56 in-line valves, 4,143 linear feet of 12-inch water lines with 8 in-line valves, 120 hydrants, and other appurtenances to provide potable water to serve 390 Single Family Homes located off of Pioneer Mill Road with a domestic water demand of 156,000 GPD.

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Date Issued: June 9, 2025  
Project Title: **The Flats at Gibson Village**  
Project #: 2023-036 & PRS2023-01311  
Developer: Journey Investment Group, LLC  
John Lambert, Chief Operating Officer  
6549 Morehead Rd.  
Harrisburg, NC 28075  
P) 704-453-2700

Description: Construction of approximately 42 linear feet of 6-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to serve 22 apartment units located off of Railroad Dr. with an average domestic water demand of 8,800 GPD.

---

Date Issued: June 16, 2025  
Project Title: **Carolina Ridge Offsite Water Lines**  
Project #: 2022-027B & Accela PRS2024-01222  
Developer: Pulte Home Company, LLC  
Daniel Rossi, VP Land Planning and Development  
11121 Carmel Commons Blvd #450  
Charlotte, NC 28226  
P) 704-212-6321  
Email) [daniel.rossi@pultegroup.com](mailto:daniel.rossi@pultegroup.com)

Description: Construction of approximately 13,115 linear feet of 12-inch water lines with 2 in-line valves, 23 hydrants and other appurtenances, to provide potable water to 1200 Single Family Homes located off of Pioneer Mill Road and Morrison Road with zero increase to the water demand. *The domestic water demand is allocated in the Carolina Ridge onsite water permit/s 25-0522013 and subsequent permits.*

---

Date Issued: June 18, 2025  
Project Title: **WeBuild Cedar & Kerr St. Development**  
Project #: 2024-028 & Accela PRS2024-00166  
Developer: WeBuild Concord  
Patrick Graham, CEO  
4 Barbrick Ave. SW, Ste-10  
Concord, NC 28025  
P) 704-577-4355  
Email) [pgraham@webuildconcord.org](mailto:pgraham@webuildconcord.org)

Description: Construction of approximately 41 linear feet of 6-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to serve 13 apartment units, located off of Kerr St. NW and Cedar Dr. NW, with an average domestic and commercial water demand of 5,375 GPD

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## Wastewater Distribution System Extensions: April 1- June 30, 2025

Date Issued: April 17, 2025  
Project Title: **Holly Grove Subdivision- Mod 2 New Ownership\***  
Project #: 2021-052 & Accela PRS2021-02142  
Developer: CRP/Canvas Holly Owner LLC  
Creighton Call, Manager  
2228 Thrift Road  
Charlotte, NC 28208  
P) 704-607-7278  
Email) [ccall@canvasresi.com](mailto:ccall@canvasresi.com)

Description: Construction of approximately 2,687 linear feet of 8-inch sanitary sewer line with 23 manholes and other appurtenances, to serve 4 office buildings and 127 Townhomes located off of HWY 29/Concord Pkwy S with a domestic and commercial wastewater discharge of 34,512 GPD.

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Date Issued: April 29, 2025  
Project Title: **Tim Marburger Chevrolet**  
Project #: 2023-034 & Accela PRS2023-01527  
Developer: Marburger Family Associates Limited Partnership  
Timothy S Marburger, Registered Agent  
P.O. Box 5107  
Concord, NC 28027  
P) 980-521-0443  
Email) [tim.marburger663@gmail.com](mailto:tim.marburger663@gmail.com)

Description: Construction of approximately 558 linear feet of 8-inch sanitary sewer with 3 manholes and other appurtenances to serve a 34,600 sq. ft. car dealership located off of Dickerson Place NE, with a commercial wastewater discharge of 3,700 GPD.

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Date Issued: May 28, 2025  
Project Title: **Carolina Ridge Phase 1**  
Project #: 2022-027C & Accela PRS2024-01368  
Developer: Pulte Home Company LLC  
Dan Rossi, VP of Development  
11121 Carmel Office Park Buildings  
Charlotte, NC 28226  
P) 704-543-4922  
Email) [daniel.rossi@pultegroup.com](mailto:daniel.rossi@pultegroup.com)

Description: Construction of approximately consisting of approximately 22,154 linear feet of 8-inch sanitary sewer line with 126 manholes and other appurtenances to serve 390 3-Bedroom Single Family Homes located off of Pioneer Mill Road with a domestic wastewater discharge of 87,750 GPD.

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

2024 BUDGET YEAR	127,781.76
2023	8,685.17
2022	1,523.83
2021	879.05
2020	900.44
2019	37.26
2018	31.20
2017	31.20
2016	31.20
2015	31.20
Prior Years	31.50
Interest	10,002.89
Refunds	
	<hr/>
	149,966.70

**Vehicle Tax Receipts- County**

2024 BUDGET YEAR	584,281.03
2023	
2022	
2021	
2020	
2019	
2018	
Prior Years	
Penalty & Interest	8,825.77
Refunds	
	<hr/>
	593,106.80

**Fire District Tax - County**

2024 BUDGET YEAR	4,632.63
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	747,706.13

423:Vehicle Tag Fee-Transportation Impr Fund	40,347.45
100:Vehicle Tag Fee	163,835.10
630:Vehicle Tag Fee-Transportation Fund	40,347.45
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	244,530.00

Privilege License	150.00
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<hr/>
	150.00

Oakwood Cemetery current	1,800.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	2,566.68
Rutherford Cemetery endowment	1,233.32
West Concord Cemetery current	3,575.00
West Concord Cemetery endowment	4,500.00
<b>Total Cemetery Collections</b>	<hr/>
	13,675.00

<b>Total Collections</b>	<hr/>
	\$ 1,006,061.13

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	18,571.37
Discovery Penalty	2,735.00
<b>Total Amount Invoiced - Monthly</b>	<u>21,306.37</u>
<b>Total Amount Invoiced - YTD</b>	94,483,498.18

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	4,854.66
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>4,854.66</u>

<b>Adjusted Amount Invoiced - monthly</b>	16,451.71
<b>Adjusted Amount Invoiced - YTD</b>	93,856,447.21

Current Levy Collected	127,781.76
Levy Collected from previous years	12,182.05
Penalties & Interest Collected	10,002.89
Current Month Write Off - Debit/Credit	
<b>Total Monthly Collected</b>	<u>149,966.70</u>
<b>Total Collected - YTD</b>	93,474,283.14

<b>Total Collected - net current levy -YTD</b>	93,013,313.67
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Percentage of Collected -current levy	99.10%
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Amount Uncollected - current year levy	843,133.54
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Percentage of Uncollected - current levy	0.90%
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100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of Jun 2025**

**RELEASES**

CITY OF CONCORD	\$	<b>4,854.66</b>
CONCORD DOWNTOWN	\$	-

**REFUNDS**

CITY OF CONCORD	\$	<b>84,893.56</b>
CONCORD DOWNTOWN	\$	-

**DISCOVERIES**

**CITY OF CONCORD**

TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2019	0	0	0	0.0048	0.00	0.00
2020	0	0	0	0.0048	0.00	0.00
2021	15,000	0	15,000	0.0048	72.00	0.00
2022	15,000	0	15,000	0.0048	72.00	0.00
2023	15,000	0	15,000	0.0048	72.00	0.00
2024	0	4,370,327	4,370,327	0.0042	18,355.37	2,735.00
2025	0	0	0	0.0042	0.00	0.00
<b>Total</b>	<b>45,000</b>	<b>4,370,327</b>	<b>4,415,327</b>		<b>\$ 18,571.37</b>	<b>\$ 2,735.00</b>

**DOWNTOWN**

TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2019	0	0	0	0.0023	0.00	0.00
2020	0	0	0	0.0023	0.00	0.00
2021	0	0	0	0.0023	0.00	0.00
2022	0	0	0	0.0023	0.00	0.00
2023	0	0	0	0.0023	0.00	0.00
2024	0	0	0	0.0016	0.00	0.00
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>



City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By Transaction  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 6/30/2025

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP ROYAL BANK OF CP 0 7/18/2025	78013VUJ9	5,000,000.00	4,851,638.89	7/18/2025	4.493	1.09	11/15/2024	97.032778	18
CP MUFG BK LTD NY 0 8/22/2025	62479LVN2	5,000,000.00	4,840,008.33	8/22/2025	4.525	1.09	12/2/2024	96.800167	53
CP CREDIT AGRICOLE CIB NY 0 9/12/2025	22533TWC6	5,000,000.00	4,837,813.89	9/12/2025	4.537	1.09	12/20/2024	96.756278	74
CP PURE GROVE FDG 0 10/14/2025	74625TXE1	5,000,000.00	4,843,638.90	10/14/2025	4.470	1.09	1/27/2025	96.872778	106
Nordea Bank 0 11/6/2025	65558JY68	5,000,000.00	4,894,165.28	11/6/2025	4.301	1.10	5/9/2025	97.883306	129
TOYOTA CREDIT PR 0 11/14/2025	8923A0YE7	5,000,000.00	4,877,525.00	11/14/2025	4.367	1.10	4/21/2025	97.5505	137
NORDDEUTSCHE LANDSBK NY 0 1/2/2026	65558NA24	5,000,000.00	4,873,416.67	1/2/2026	4.453	1.10	6/6/2025	97.468333	186
NATIXIS NY BRANCH CP 0 2/13/2026	63873KBD8	5,000,000.00	4,842,986.11	2/13/2026	4.388	1.09	5/23/2025	96.859722	228
TORONTO DOMINION 0 3/20/2026	89119CL8	5,000,000.00	4,839,991.67	3/20/2026	4.360	1.09	6/20/2025	96.799833	263
Sub Total / Average Commercial Paper		45,000,000.00	43,701,184.74		4.432	9.83		97.115303	133
FFCB Bond									
FFCB 0.53 9/29/2025-21	3133EMB4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.12	9/29/2020	100	91
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.12	12/22/2021	100	175
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.12	3/22/2024	99.992204	248
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.12	12/17/2020	100	351
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.12	9/22/2023	99.426	428
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.12	9/28/2021	100	455
FFCB 4 2/23/2027	3133ETJF5	5,000,000.00	4,997,113.80	2/23/2027	4.037	1.12	5/23/2025	99.942276	603
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.12	3/30/2020	100	638
FFCB 4.48 4/6/2027-26	3133ERR78	5,000,000.00	4,995,500.00	4/6/2027	4.525	1.12	1/10/2025	99.91	645
FFCB 4.58 8/27/2027-25	3133ERRA1	5,000,000.00	5,000,000.00	8/27/2027	4.580	1.12	8/27/2024	100	788
FFCB 4.4 10/4/2027-25	3133ERVZ1	5,000,000.00	5,000,000.00	10/4/2027	4.400	1.12	10/4/2024	100	826
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.12	3/10/2021	100	984
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.12	3/23/2021	100	997
FFCB 4.14 6/16/2028-27	3133ETLE5	5,000,000.00	5,000,000.00	6/16/2028	4.140	1.12	6/16/2025	100	1,082
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.12	2/16/2021	99.725	1,305
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.12	3/24/2021	99.2	1,354
FFCB 4.52 4/9/2030-26	3133ETCF2	5,000,000.00	5,000,000.00	4/9/2030	4.520	1.12	4/9/2025	100	1,744
FFCB 4.37 4/16/2030-27	3133ETDA2	5,000,000.00	5,000,000.00	4/16/2030	4.370	1.12	4/22/2025	100	1,751
Sub Total / Average FFCB Bond		90,000,000.00	89,909,774.00		2.814	20.23		99.900236	803
FHLB Bond									
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.12	1/29/2021	99.98	15
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.12	1/20/2021	99.98	112
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.12	12/30/2020	100	183
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.12	1/29/2021	100	213
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.12	2/17/2021	99.9	232
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.12	3/10/2021	100	253
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.12	4/29/2021	100	303
FHLB 1 5/26/2026-23	3130AMME9	5,000,000.00	4,769,250.00	5/26/2026	4.356	1.07	12/20/2024	95.385	330
FHLB 4.36 10/15/2026-25	3130B3BS1	5,000,000.00	5,000,000.00	10/15/2026	4.360	1.12	10/15/2024	100	472
FHLB 4.4 11/13/2026-25	3130G3PG2	5,000,000.00	5,000,000.00	11/13/2026	4.400	1.12	11/18/2024	100	501
FHLB 3.86 12/18/2026-25	3130B2W68	4,985,000.00	4,985,000.00	12/18/2026	3.860	1.12	9/30/2024	100	536
FHLB 4.375 1/8/2027-26	3130B4GP0	5,000,000.00	5,000,000.00	1/8/2027	4.375	1.12	1/8/2025	100	557
FHLB 4.35 2/12/2027-26	3130B4Y88	5,000,000.00	4,993,750.00	2/12/2027	4.416	1.12	2/14/2025	99.875	592
FHLB 4.45 5/27/2027-25	3130B5PC6	4,900,000.00	4,900,000.00	5/27/2027	4.450	1.10	4/4/2025	100	696
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.12	8/28/2020	99.725	778

FHLB 4.8 7/24/2028-25	3130B4GL9	5,000,000.00	5,000,000.00	7/24/2028	4.800	1.12	1/24/2025	100	1,120
FHLB 4.45 12/4/2028-26	3130B3XH1	5,000,000.00	5,000,000.00	12/4/2028	4.450	1.12	12/4/2024	100	1,253
FHLB 4.25 9/10/2029-25	3130B2TX3	5,000,000.00	5,000,000.00	9/10/2029	4.250	1.12	9/23/2024	100	1,533
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.12	11/1/2019	100	1,585
Sub Total / Average FHLB Bond		94,885,000.00	94,627,250.00		2.743	21.29		99.738923	593
FHLMC Bond									
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.27	8/4/2022	92.438	21
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.32	10/6/2022	89.533	85
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.20	11/4/2022	88.468864	85
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.11	12/6/2022	90.111586	85
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.12	7/14/2020	100	379
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.12	8/30/2024	99.323	424
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.11	2/22/2024	99.05	602
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.07	3/25/2024	94.917654	633
FHLMC 4.1 5/20/2027-25	3134GAD91	5,000,000.00	4,977,705.00	5/20/2027	4.290	1.12	11/20/2024	99.5541	689
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.12	9/27/2024	99.45	731
FHLMC 4.5 7/9/2027-25	3134H14T7	5,000,000.00	4,967,500.00	7/9/2027	4.736	1.12	7/15/2024	99.35	739
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.12	9/23/2024	99.2954	815
FHLMC 3.625 10/15/2027-25	3134HASE4	5,000,000.00	4,962,500.00	10/15/2027	3.892	1.12	10/15/2024	99.25	837
FHLMC 4.65 11/12/2027-25	3134HAZQ9	5,000,000.00	5,000,000.00	11/12/2027	4.650	1.12	11/14/2024	100	865
FHLMC 4 12/9/2027-25	3134GAL35	5,000,000.00	4,967,900.00	12/9/2027	4.230	1.12	12/9/2024	99.358	892
FHLMC 4.4 12/16/2027-25	3134HAP80	5,000,000.00	4,991,250.00	12/16/2027	4.463	1.12	12/20/2024	99.825	899
FHLMC 4.3 2/4/2028-27	3134HA5M1	5,000,000.00	5,000,000.00	2/4/2028	4.300	1.12	2/4/2025	100	949
FHLMC 4.75 2/14/2028-25	3134HA6J7	5,000,000.00	5,000,000.00	2/14/2028	4.750	1.12	2/14/2025	100	959
FHLMC 4.125 3/3/2028-26	3134HBBJ9	5,000,000.00	4,981,850.00	3/3/2028	4.255	1.12	3/4/2025	99.637	977
FHLMC 4.23 3/27/2028	3134HBFL01	5,000,000.00	5,000,000.00	3/27/2028	4.230	1.12	3/28/2025	100	1,001
FHLMC 4 4/10/2028-26	3134HBGA3	5,000,000.00	4,987,500.00	4/10/2028	4.089	1.12	4/11/2025	99.75	1,015
FHLMC 3.875 6/23/2028-26	3134HBWV9	5,000,000.00	4,986,000.00	6/23/2028	3.975	1.12	6/25/2025	99.72	1,089
FHLMC Step 7/10/2029-25	3134HAZ55	5,000,000.00	5,000,000.00	7/10/2029	4.577	1.12	1/13/2025	100	1,471
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.12	8/20/2024	100	1,512
Sub Total / Average FHLMC Bond		104,455,000.00	103,443,395.90		4.095	23.27		99.078691	843
FNMA Bond									
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.12	7/14/2020	100	14
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.12	8/19/2020	100	50
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.12	8/25/2020	100	56
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.19	9/7/2022	91.21	56
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.26	1/5/2023	90.313183	130
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.17	3/7/2023	89.629402	130
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.18	4/5/2023	92.12444	130
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.03	11/17/2023	91.267	182
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.12	5/3/2023	95.315	298
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.20	10/27/2023	88.898	395
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.12	10/29/2020	100	486
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.11	4/9/2024	99.029597	648
FNMA 3.5 9/24/2027-25	3135GAVE8	5,000,000.00	4,932,000.00	9/24/2027	3.997	1.11	10/21/2024	98.64	816
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.12	11/4/2020	100	857
FNMA 4.85 1/21/2028-25	3136GA6E4	5,000,000.00	5,000,000.00	1/21/2028	4.850	1.12	1/21/2025	100	935
FNMA 4.32 3/10/2028-25	3136GACR8	5,000,000.00	5,000,000.00	3/10/2028	4.320	1.12	3/10/2025	100	984
FNMA 4.6 5/5/2028-25	3136GAGT0	4,750,000.00	4,750,000.00	5/5/2028	4.600	1.07	5/9/2025	100	1,040
FNMA 4 4/10/2030-26	3136GAENS	5,000,000.00	4,999,750.00	4/10/2030	4.001	1.12	4/10/2025	99.995	1,745
Sub Total / Average FNMA Bond		65,225,000.00	64,172,939.66		2.969	14.44		98.495729	616
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	16,173,265.75	16,173,265.75	N/A	4.352	3.64	5/24/2024	100	1
NCCMT LGIP	NCCMT481	885,169.50	885,169.50	N/A	4.200	0.20	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		17,058,435.25	17,058,435.25		4.344	3.84		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	21,806,524.17	21,806,524.17	N/A	4.400	4.91	3/31/2019	100	1

Sub Total / Average Money Market		21,806,524.17	21,806,524.17		4.400	4.91		100	1
Treasury Note									
T-Note 0.25 10/31/2025	91282CAT8	5,000,000.00	4,845,689.50	10/31/2025	4.194	1.09	1/10/2025	96.91379	123
T-Note 2.25 11/15/2025	912828M56	5,000,000.00	4,925,075.95	11/15/2025	4.250	1.11	2/7/2025	98.501519	138
Sub Total / Average Treasury Note		10,000,000.00	9,770,765.45		4.222	2.20		97.714105	131
Total / Average		448,429,959.42	444,490,269.17		3.446	100		99.158786	590