



City Council Agenda

Thursday, September 11, 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

July 22, July 31, August 12, and August 14, 2025.

IV. Presentations

1. Presentation of a Proclamation Recognizing September 17-23 as Constitution Week.

2. Presentation of the 2025 Jo Atwater Continuous Core Values Award.

The Jo Atwater Continuous Core Values Award is the highest award presented to a City of Concord co-worker. Jo Atwater's life was synonymous with heartfelt service to others in our community and the highest dedication to our organizational core values. Jo Atwater worked for the City from 1994 until her passing in 2004. During this time, she became a respected friend and inspirational teammate to all co-workers. This award continues Jo's vibrant spirit and valued legacy by annually recognizing one co-worker that best embodies our organizational core values and commitment to serving others in the community.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

1. Parks and Recreation Bond Update

C. Persons Requesting to be Heard

D. Public Hearings

1. Conduct a public hearing and consider adopting an ordinance annexing +/- 37.98 acres at 1185 Odell School Rd (PINs 4681-74-5467; 4681-73-1596) owned by William Justice and Ralph Justice.

The request is for voluntary annexation of +/- 37.98 acres of property at 1185 Odell School Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). The proposed annexation would be for the construction of eighty-four (84) age-restricted, single-family detached homes. If annexed, this parcel would be in District 5.

Recommendation: Consider making a motion to adopt the annexation ordinance and set an effective date for September 11, 2025.

2. Conduct a public hearing and consider adopting an ordinance annexing +/- 2.57 acres at 199 Central Heights Dr (PIN 5528-87-7566) owned by Clarence Little and Melissa Quay.

The request is for voluntary annexation of +/- 2.57 acres of property at 199 Central Heights Dr. The property is currently zoned Cabarrus County LDR (Low Density Residential). The City of Concord Council reviewed the preliminary application at the December 12, 2024 regular council meeting and voted to have the applicant proceed to the final application phase, including the voluntary annexation process as outlined in Section 62-81 of the City Code. If annexed, this parcel would be in District 7.

Recommendation: Consider making a motion to adopt the annexation ordinance and set an effective date for September 11, 2025.

3. Conduct a Public Hearing for case Z-15-25 and consider adopting an ordinance amending the official zoning map for +/- 1.0 acres located at 1012 Burrage Rd NE from O-I (Office Institutional) to RM-1 (Residential Medium Density) and to amend the 2030 Future Land Use Plan to modify the future land use designation of the parcel from Mixed-Use Activity Center (MUAC) to Suburban Neighborhood (SN).

The Planning and Zoning Commission heard the above referenced petition at their August 19, 2025 meeting and voted to forward the request to City Council with a recommendation that the zoning map be amended from O- I (Office Institutional) to RM-1 (Residential Medium Density) and to amend the 2030 Land Use Plan to designate the parcels as “Suburban Neighborhood.” The applicant proposes the rezoning of the property to continue its use as a single-family residence.

Recommendation: Consider adopting an ordinance amending the official zoning map from O-I (Office Institutional) to RM-1 (Residential Medium Density) and to amend the 2030 Land Use Plan to designate the parcel as “Suburban Neighborhood.”

E. Presentations of Petitions and Requests

1. Consider adopting a resolution authorizing the transfer by private sale of 361 Fox Street to WeBuild Concord, Inc. for the purpose of development of affordable housing.

In 1977, the then City Board of Aldermen designated the Board as a housing authority pursuant to Chapter 157 of the North Carolina General Statutes. Acting as a housing authority, the City Council has the ability to transfer property to WeBuild for a public use such as affordable housing.

WeBuild (“buyer”) has offered to develop affordable housing at 361 Fox Street. All city departments have confirmed that the properties are not needed for City use other than the easements shown on the survey, which shall be retained. The property will be conveyed with deed restrictions and covenants to assure that it is used for affordable housing and will revert to the City in the event these covenants are breached. The proposed resolution directs the City Manager, City Clerk, and City Attorney to take all necessary steps and to execute the necessary documents to affect the conveyance of the property in accordance with North Carolina General Statutes §157-9.

Recommendation: Consider making a motion to adopt a resolution authorizing the transfer of 361 Fox Street to WeBuild Concord, Inc. for the purpose of development of affordable housing and directing the City Manager, City Clerk, and City Attorney to take all necessary steps and to execute the necessary documents in order to affect the conveyance of the property.

2. Consider adopting an ordinance directing the Housing Code Enforcement Officer to vacate, close, demolish, and remove the property located at 245 Bellhaven Place NW as unfit for human

habitation and directing that a notice be placed on the property that it may not be occupied until repaired.

The property is currently owned by the Heirs of Myrtle W. Jones. The owners and parties in interest, including current occupants, of the property were served with the Code Enforcement Complaint and Notice of Hearing. A hearing on the Complaint was held on June 10, 2025, and no owners or parties in interest appeared or filed any answer. Following the hearing, the Code Enforcement Officer found that the property was dilapidated and needed to be repaired, demolished, and removed on or before July 18, 2025. The owners have not complied with the Order. The proposed ordinance would direct the Housing Code Enforcement Officer to place appropriate signage at the property noting the property is unfit for human habitation and to vacate, close, demolish and remove the property in accordance with the provisions of the Housing Code of the City of Concord and N.C.G.S. § 160D-1203.

Recommendation: Consider adopting an ordinance directing the Housing Code Enforcement Officer to vacate, close, demolish, and remove the property at 245 Bellhaven Place NW as unfit for human habitation and directing that a notice be placed on the property that it may not be occupied until repaired.

3. Consider recognizing Fullerton Place Homeowners Association in the City's Partnership for Stronger Neighborhoods program.

Fullerton Place is located near Poplar Tent Road in Concord. The community is supported by a volunteer HOA board made up of neighborhood homeowners who meet every other month. Officers for the Association are President, Carl Pitman, Vice President, Kate Beltz, Secretary, Josh Hedge, and Treasurer, Christine Sekulski. They have submitted all the required documentation for recognition. By approving their inclusion in the program, the City will have 82 recognized neighborhoods in the Partnership for Stronger Neighborhoods since its foundation in 2000.

Recommendation: Motion to approve the acceptance of Fullerton Place Homeowners Association as a recognized neighborhood in the Partnership for Stronger Neighborhoods Program.

4. Consider authorizing City Manager to execute Amendment #1, Commercial Service Terminal (CST) Apron Expansion, Work Authorization 2404.

The amendment covers designing a new storm water detention basin at the south end of the airport. This scope of services will provide ground survey, geotechnical investigation, and additional design for a new stormwater detention facility that will be south of Taxiway 'A1'. The new facility will be designed for the CST expansion program which includes the CST apron. The cost for the amendment is not to exceed \$76,314.24. The revised budget for the design and bid phase for the Commercial Service Terminal Apron Expansion is now \$560,707.64. Federal Aviation Administration, FAA, and NCDOT are funding the design phase at 100%.

Recommendation: Motion to authorize the City Manager to execute Amendment #1 for Work Authorization 2404, Commercial Service Terminal Apron Expansion and adopt a budget amendment.

5. Consider authorizing the City Manager to negotiate and execute a contract with Rummel, Klepper & Kahl, L.L.P. for engineering services relating to the intersection improvement of Poplar Tent Road and Harris Road.

City Council approved on April 14, 2022 to enter into an agreement with the North Carolina Department of Transportation for intersection improvements at Poplar Tent Road and Harris Road. In September 2022, the City received letters of interest for the engineering services for this project. Rummel, Klepper & Kahl, L.L. P. (RK&K) was selected by a review committee as the top firm to complete the work. On June 8, 2023, City Council approved the first phase of the contract with RK&K for work which includes roadway design, traffic analysis, NEPA permitting, natural resources & permitting, and location surveys.

NCDOT and City of Concord staff have since agreed to a design concept that best mitigates current traffic volumes and aligns with future growth.

Staff are requesting authorization to proceed through the next phase through the final design and right of way with RK&K based on the current design concept. The lump sum cost is \$1,392,432.15 with 80% provided through the STBG-DA federally awarded funds and 20% (\$278,486.43) provided by the budgeted Transportation Project Fund Account.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Rummel, Klepper & Kahl, L.L.P. for engineering services related to intersection improvements at Poplar Tent Road and Harris Road contingent on NCDOT approval.

6. Consider entering into an agreement with the North Carolina Department of Transportation (NCDOT) in order to construct sidewalk along TIP Project No. U-5956, realignment of Union Cemetery Road.

It is requested that City Council enter into an Agreement with the NCDOT to as outlined. This agreement details the funding responsibility of constructing sidewalks along: south side of Union Cemetery Road from US 29 (Concord Parkway) to Sunderland Road; north side of Union Cemetery Road from US 29 (Concord Parkway) to existing Union Cemetery Road; and west side of existing Union Cemetery Road from Union Cemetery Road to the end of the project.

The estimated total cost of the sidewalk is \$375,283.50 with the City being responsible for 50% of the actual cost currently estimated at \$187,641.75. Funds will come from the Transportation Project Fund. Payment will be due upon completion of the project. The project is currently scheduled to begin construction in January 2026.

Recommendation: Motion to enter into an agreement with the North Carolina Department of Transportation (NCDOT) in order to construct sidewalk along TIP Project No. U-5956, realignment of Union Cemetery Road.

VII. Consent Agenda

A. Consider authorizing the Fire Department to seek funding for a Scorpion Attenuator for the Domestic Preparedness Region 7.

Each year, the Domestic Preparedness Region (DPR) 7 collectively determines equipment that needs to be kept in the region. Agencies are able to volunteer to be the purchasing host of selected equipment and then be reimbursed by North Carolina Emergency Management. The purchased equipment is then stored and maintained by the purchasing agency, maintaining a state of readiness in the event that it is requested by participating agencies in the region or by North Carolina Emergency Management. The estimated cost of this purchase is approximately \$40,000 and will be reimbursed by North Carolina Emergency Management.

Recommendation: Motion to authorize the Fire Department to seek funding for a Scorpion Attenuator for the Domestic Preparedness Region 7.

B. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd. and Hwy 29.

Conder Flag Company has requested to place 96 banners on City light poles on Bruton Smith Blvd. between I-85 and Hwy. 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Roval 400 race. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant may install the banners no earlier than September 22, 2025 and must remove the banners no later than October 14, 2025.

Recommendation: Motion to approve a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd. and Hwy. 29.

C. Consider adopting a resolution authorizing an inter-local agreement with Cabarrus County for the distribution and use of settlement funds from the National Opioid Litigation Settlement Funds.

The City is participating in the National Opioid Litigation. When the first settlement funds were distributed, the City received an initial payout of about \$189,910.05, and that amount has earned interest resulting in a current amount of \$200,750.17. A small amount of additional interest is expected to accrue before the funds are transferred to the County.

If approved, the County will agree to accept the funds and use them in accordance with the requirements of the settlement, the agreement with the North Carolina Department of Justice regarding the use of settlement funds and the attached inter-local agreement. The funds will be used for evidence-based addiction treatment.

Recommendation: Consider adopting a resolution authorizing the City Manager to enter an inter-local agreement with Cabarrus County for the distribution and use of settlement funds from the National Opioid Litigation Settlement Funds.

D. Consider approving partnership memorandum of understanding (MOU) related to the Assistance, Services, and Knowledge (A.S.K.) program.

In August of 2024, Concord was selected as one of eight cities to participate in the National League of Cities Healthy Housing Innovation Cohort. Since that time, staff has worked to coordinate a core group of local partners who share the vision of advancing the health outcomes and improving healthy housing equally throughout Concord and Cabarrus County. The overall effort has been named the A.S.K. program with the goal to provide residents with the assistance, services, and knowledge to assist with whatever the need is as partners agree a household's needs do not stop at just the structure of a home. As these efforts progress, the need to complete a more formal agreement to better define role and expectations for partner participation in the project has become evident. Staff has worked with the Legal Department staff to craft a memorandum of understanding (MOU) which will assist to better define what each partner's role and ability within the program will entail.

Recommendation: Motion to approve partnership memorandum of understanding (MOU) related to the Assistance, Services, and Knowledge (A.S.K.) program.

E. Consider approving partnership memorandum of understanding (MOU) related to the McGill Reuse Project.

As staff continues to move forward with the McGill Avenue project, the need to complete a more formal agreement to better define role and expectations for partner participation in the project has become evident. Staff has worked with the Legal Department staff to craft a memorandum of understanding (MOU) which will assist to better define for both funders and the community what each partner's role within the campus or overall project will generally entail.

Recommendation: Motion to approve partnership memorandum of understanding (MOU) related to the McGill Reuse Project.

F. Consider awarding a bid in the amount of \$167,648 to WESCO for a main breaker that will be installed at the City's 44kv Delivery station.

This 44kv main breaker is available for purchase from Wesco Distribution using their Sourcewell contract for efficient and competitive procurement. WESCO quoted the breaker at \$167,648. Siemens is the manufacturer, and it meets all the required specifications. The expected delivery date for this breaker is September 2027.

Recommendation: Make a motion to purchase one 44kV main breaker from Wesco Distribution using the Sourcewell contract bid for \$167,648.

G. Consider adopting a resolution abandoning an existing 0.014 acre water easement and a 0.020 acre sewer easement across TWG GM Performance Power Units, LLC and HSREI, LLC Property, lot 4 and lot 5 (Tax Parcel ID 45982946410000).

There is an existing public water and sewer easement recorded in plat book 105 page 58, and as conveyed in Deed Book 17468 page 231 encompassing public infrastructure that is no longer necessary, and the infrastructure and associated easements will be abandoned. Public infrastructure was designed and constructed with initial phases of the Advanced Manufacturing Campus. Subsequent development is proposed associated with the TWG GM Performance Power Units project, and a portion of the public water and sewer are no longer necessary due to revised service locations for this site.

Recommendation: Motion to adopt a resolution authorizing the abandonment of the easements.

H. Consider authorizing the Parks & Recreation Department to receive a donation of two bike racks and a bicycle work station from the North Carolina Division of Public Health, Community and Clinical Connections for Prevention and Health Branch.

The Community and Clinical Connections for Prevention and Health Branch of the North Carolina Division of Public Health has selected the City of Concord as a recipient of two bike racks and a bicycle workstation to help support equitable biking access in Cabarrus County at an estimated value of \$1,140.

Recommendation: Motion to authorize the City Manager to accept the donation of two bike racks and a bicycle workstation from the North Carolina Division of Public Health.

I. Consider authorizing the City Manager to negotiate and execute a contract amendment with Kimley Horn Associates for additional design services for Phase A of the Clarke Creek Greenway for the total amount of \$113,300.

Parks and Recreation staff have been working with Kimley Horn Associates on full design of Phase A of the Clarke Creek Greenway project since May 2023, and the City has been awarded Congestion Mitigation and Air Quality funding for the project by the FHWA through the CRMPO. However, acquisition of easements has required substantial additional time and work effort for redesign. The redesign request was for the neighborhood connection change at Highland Creek and Allen Mills based on feedback received from the HOA Board and residents. To complete the redesign and facilitate additional approvals, a contract amendment with Kimley Horn Associates is required for revision and permitting of approved construction documents, environmental documentation and permitting, additional project and property owner meetings and coordination, survey, and appropriate reimbursable expenses.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract amendment with Kimley Horn Associates in the amount of \$113,300 for design services for Phase A of the Clarke Creek Greenway.

J. Consider accepting the conveyance, based on a recorded exemption plat for Lot 1, of 24.382 acres of the Niblock Homes Red Hill subdivision open space located off Troxler Circle and Lucky Drive.

The 24.382 acre property considered for conveyance includes a developed parking lot, 0.75 miles of constructed natural surface trail, and a pedestrian bridge crossing an intermittent tributary. The 0.75

miles of natural surface trail is identified in the Open Space Connectivity Plan as part of the Irish Buffalo Creek Greenway corridor; it is part of the future connection linking Kannapolis to Gibson Mill and downtown Concord and is designated as a priority corridor for the Carolina Thread Trail. Much of this area will be maintained in its natural state, with greenway maintenance being absorbed into the current Buildings & Grounds operational capacity.

This conveyance does not include the 0.97-acre Lot 3, which includes a developed trailhead parking lot for future public use along with the facilities proposed in a Memorandum of Understanding between Niblock Homes and the City of Concord to build a replica of the Red Hill Tavern as a community room/greenway restroom facility. Conveyance for this lot will be transferred once the items outlined in the MOU are completed and accepted.

Recommendation: Motion to accept the conveyance of the 24.382 acres in Lot 1 of the Red Hill Subdivision exemption plat.

K. Consider acceptance of real property conveyed by the Catawba Lands Conservancy, comprised of 38.548 acres known as Survey Tract B/Plat Book 78 Pages 69 -72/Rocky Pop Reserve, identified by PIN # 4680- 49-2592, located off Poplar Tent Road near Cox Mill Road and Poplar View Drive along the Rocky River. This property is in the Hector Henry Greenway Corridor.

The 38.548 acre property known as the Rocky Pop Preserve is currently owned by the Catawba Lands Conservancy (CLC); the property is undeveloped with significant floodplain and wetland and includes covenants and restrictions for conservation purposes. The property was purchased by the CLC in 2017 from Epcon Poplar Tent LLC to protect marshes and forested land along the Rocky River and to provide public access for a potential future segment of the Carolina Thread Trail—currently known as Phase 3 of the Hector H. Henry (HHH) Greenway.

The property was purchased using grant resources from the North Carolina Clean Water Management Trust Fund (now known as the NC Land and Water Fund). In 2018, covenants and restrictions were placed on the property in perpetuity for conservation purposes restricting certain specific uses of the property and ensuring its long-term management protecting the natural resources of the property. Exceptions include passive recreation uses including the construction and maintenance of trails and incidental facilities. In 2020, the CLC Board of Directors authorized the transfer of the property to the City of Concord.

Parks and Recreation staff is currently working with LandDesign, Inc. on a feasibility and preliminary design study for Phase 3 of the HHH Greenway; this property is within the project's study area and one of the alternative alignments utilizes the property for greenway development or environmental open space.

Recommendation: Motion to accept the conveyance of the 38.548 acres of the Rocky Pop Preserve from the Catawba Lands Conservancy.

L. Consider approving changes to the Rates and Charges Schedule for Utility Billing and Collections fees.

Staff is recommending changes to the current fee schedule to remove references to meter tampering penalties. These fees are not allowable charges for a utility in North Carolina. The red-lined version and updated clean version of this section of the fee schedule is attached. The changes are proposed to go in effect on September 11, 2025.

Recommended: Motion to approve changes to the Rates and Charges Schedule for Utility Billing and Collections fees.

M. Consider approval of the budget ordinance to re-appropriate the remaining funding on State and Local Cybersecurity Grant Program Fiscal Year 2022 that was originally awarded in FY23 in the amount of \$24,302.

In FY24, the FY22 SLCGP award was budgeted and approved but only partially expended. Information Technology is requesting a budget ordinance to reallocate the remaining unspent grant funding for the purchase of approved and eligible cybersecurity assets.

Recommendation: Motion to approve a budget ordinance of previously approved SLCGP grant funds totaling \$24,302.

N. Consider adopting a project ordinance amendment for the increase of CDBG program income budget to actual received for FY25.

The current budgeted amount is \$106,791 and needs to be increased to \$111,370 with a difference of \$4,579 to account for less program income received by the City of Concord.

Recommendation: Motion to adopt a project ordinance amendment to increase the amount of CDBG program income for FY25 by \$4,579.

O. Consider adopting a project ordinance amendment for the increase of HOME program income budget to actual received for FY25.

The current budgeted amount is \$1,778,199 and needs to be increased to \$1,876,28 with a difference of \$98,085 to account for additional program income received by the City of Concord.

Recommendation: Motion to adopt a project ordinance amendment to increase the amount of HOME program income for FY25 by \$98,085.

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

In accordance with CDO Article 5, the following final plat and easements are now ready for approval: Lot 5 Chick-fil-a, Mini Storage, and Cumberland Phase 3 Map 2. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Lot 5 Chick-fil-a, Mini Storage, and Cumberland Phase 3 Map 2.

Q. Consider accepting an offer of infrastructure at Kathryn Dr. Subdivision, Union Street Improvements, Cabarrus County EE Warehouse and ITS, Cannon Run Subdivision (SF Homes-DEV D) PH 1 MPs 1A and 1B, Red Hill (PH 1), Red Hill (PH 1), Odell Corners (Commercial Site).

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:

100.00 LF of 6-inch water line, 4 valves (6-inch), 70.00 LF of 8-inch water line, 1 valve (8-inch), 50.00 LF of 12-inch water line, 2 valves (12-inch), 1,600.00 LF of 16-inch water line, 13 valves (16-inch), 9 Hydrants, 448.00 LF of 8-inch Sanitary Sewer, 107.00 LF of 12-inch Sanitary Sewer, and 6 Manholes. Cannon Run Sub (PH 1 MPs 1A and 1B) - Roadway acceptance: 938 LF - Moss Plantation Avenue NW; 321 LF - Gossage Lane NW; 1244 LF - Respect Street NW; 347 LF - Resolve Avenue NW; Red Hill (PH 1) - Roadway acceptance: 2019.42 LF - Lucky Drive NW, 180 LF - Crosshaven Court NW, 135 LF - Cornelius Place NW; and Odell Corners - Commercial Site- Roadway acceptance: 513 LF - Odell Corners Boulevard; 226 LF - August Street.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Kathryn Dr. Subdivision, Union Street Improvements, Cabarrus County Warehouse and ITS, Cannon Run Subdivision (SF Homes-DEV D) PH 1 MPs 1A and 1B, Red Hill (PH 1), Odell Corners (Commercial Site).

R. Consider acceptance of the Tax Office reports for the month of July 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 July 2025.

S. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of July 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 July 2025.

T. Receive monthly report on status of investments as of July 31, 2025.

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

Recommendation: Motion to accept the monthly report on investments.

VIII. Matters not on the Agenda

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

IX. General Comments by Council of Non-Business Nature

X. Closed Session (If Needed)

XI. Adjournment

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

Meeting Date

September 11, 2025

Annexation Staff Report

This request is a voluntary annexation petition of two (2) parcels totaling +/- 37.98 acres of property at 1185 Odell School Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). The property is owned by William Justice and Ralph Justice. A map has been provided depicting the location of the property.

The property was acquired by William Justice and Ralph Justice by deed recorded in Cabarrus County Register of Deeds Book 13923 Page 0280 as recorded on December 30, 2019.

The proposed annexation would be for the construction of eighty-four (84) age-restricted, single-family detached homes. If the annexation is approved, the request for zoning to City of Concord RV-CD (Residential Village – Conditional District) will be presented to the Planning and Zoning Commission at the October 21, 2025, meeting. It would be a corresponding zoning district to the Land Use Category and would be compatible with the surrounding residential zoning.

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

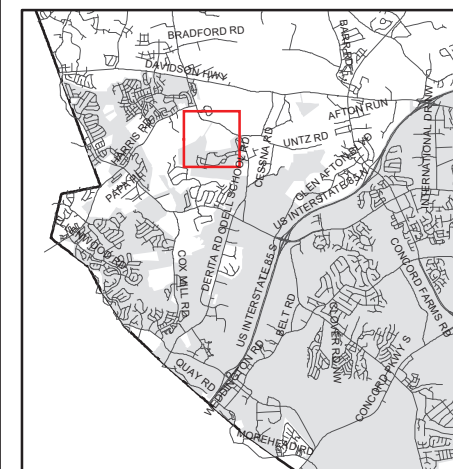
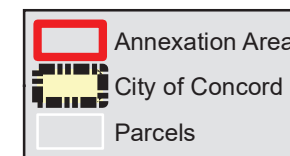
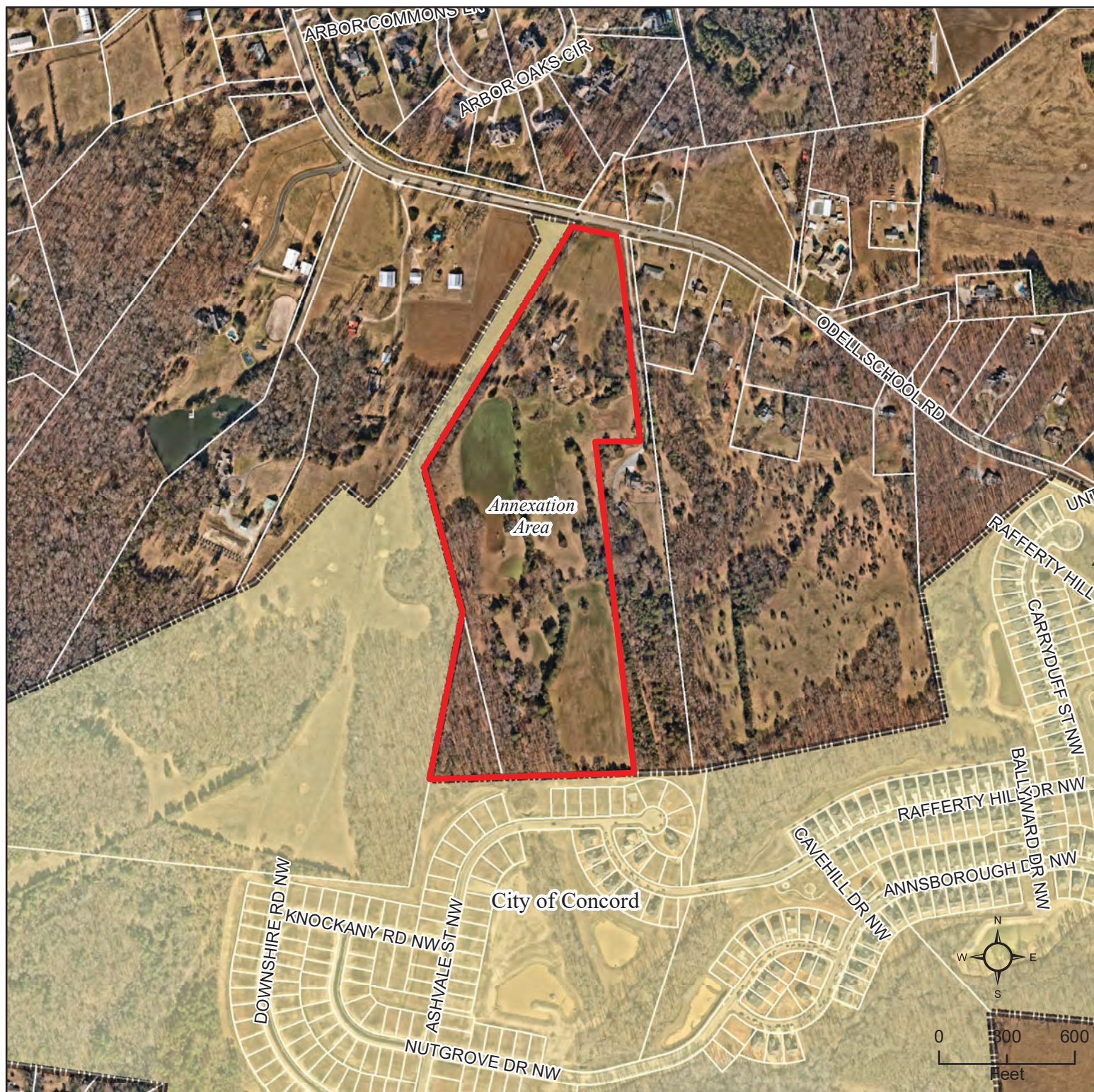
Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated August 25, 2025, and was advertised in the Independent Tribune on August 30, 2025.



ANX-04-25
AERIAL

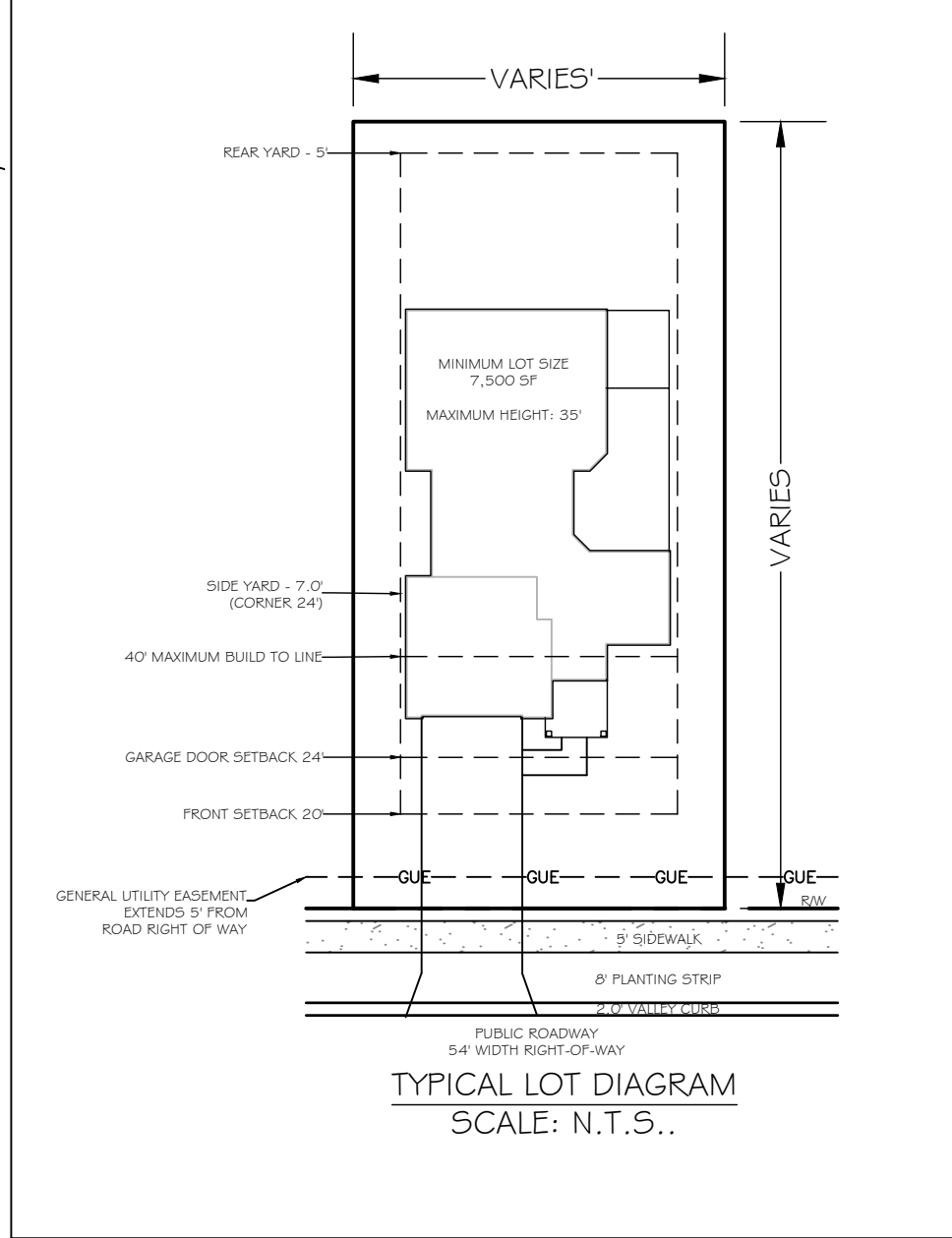
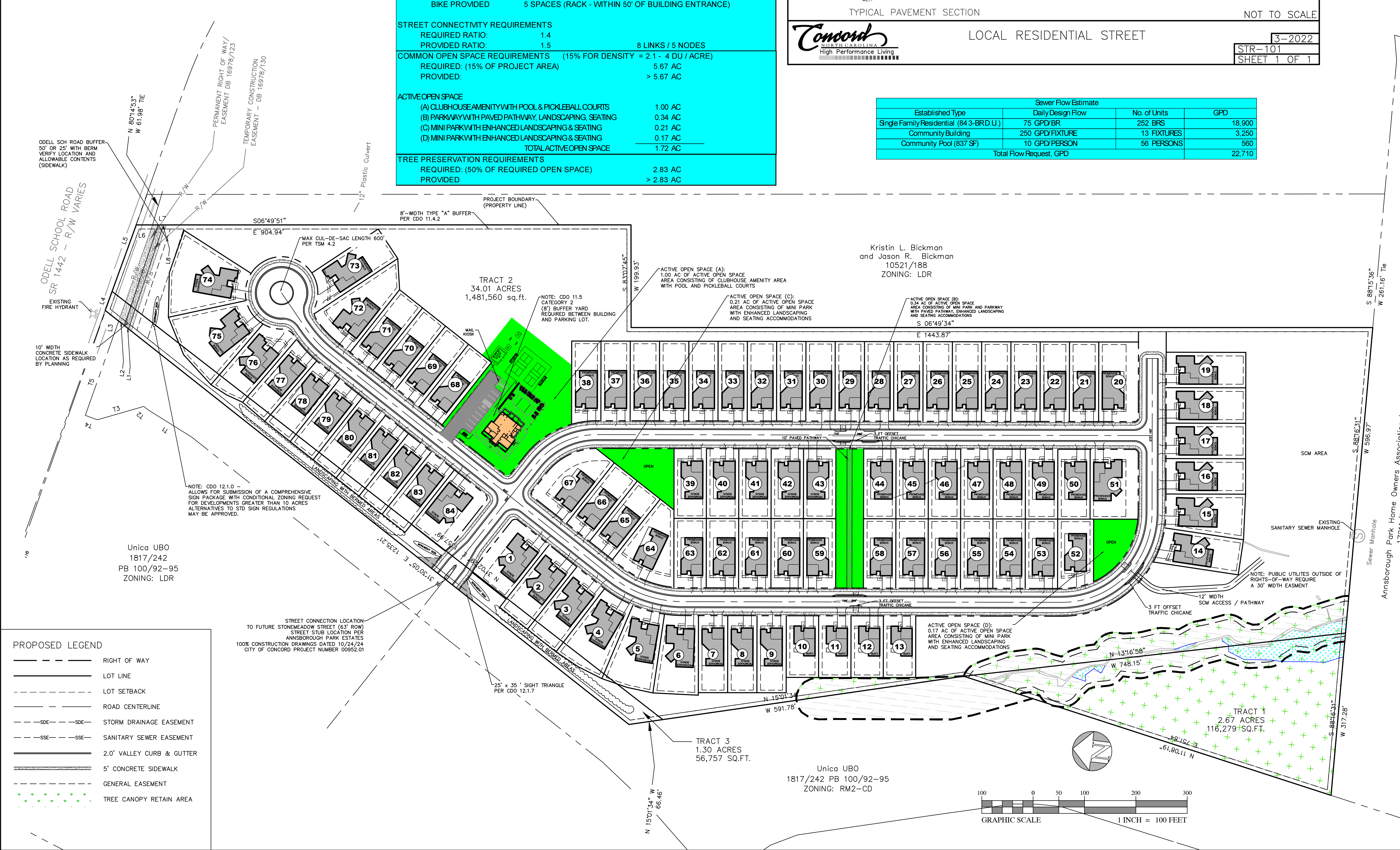
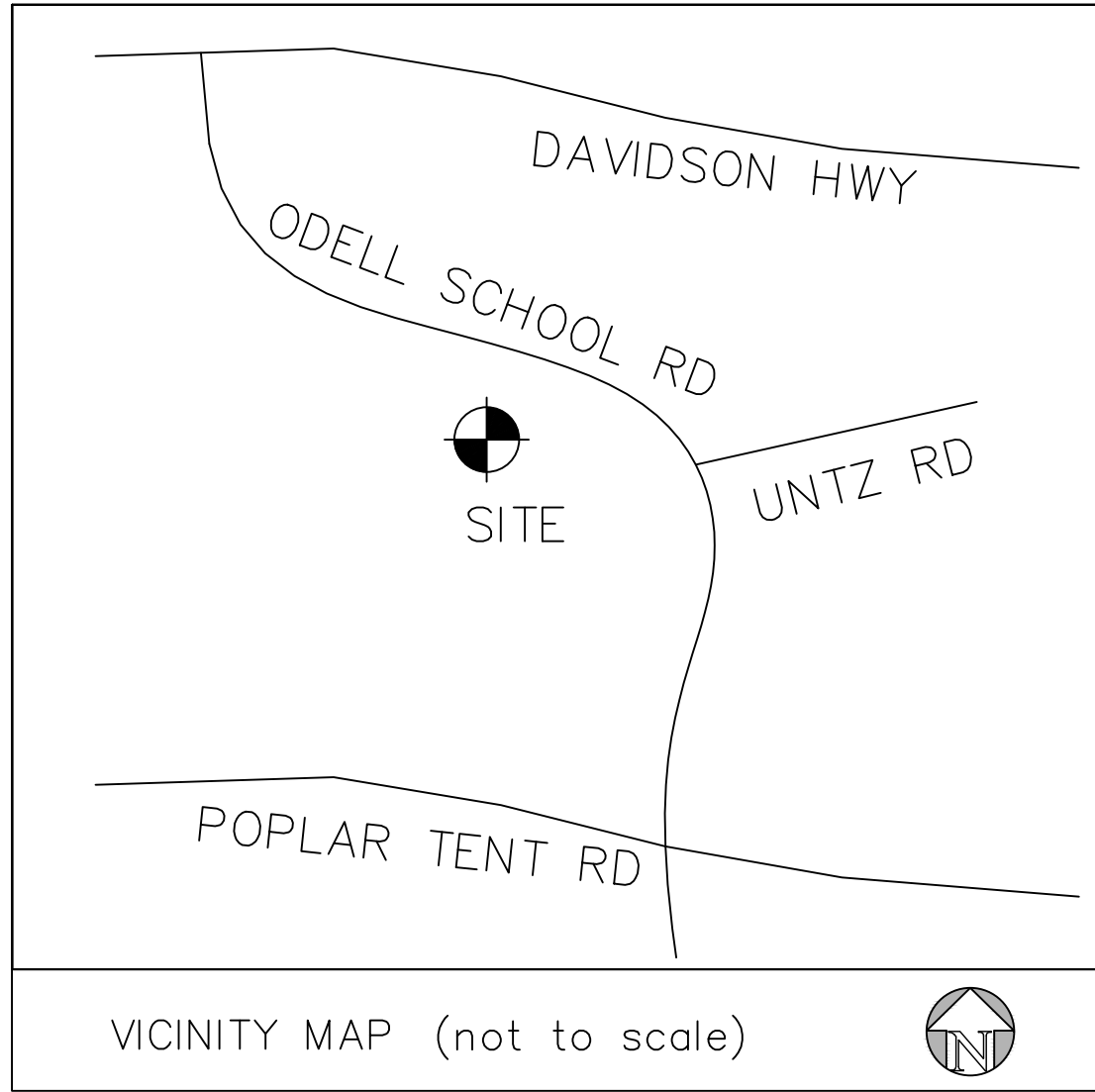
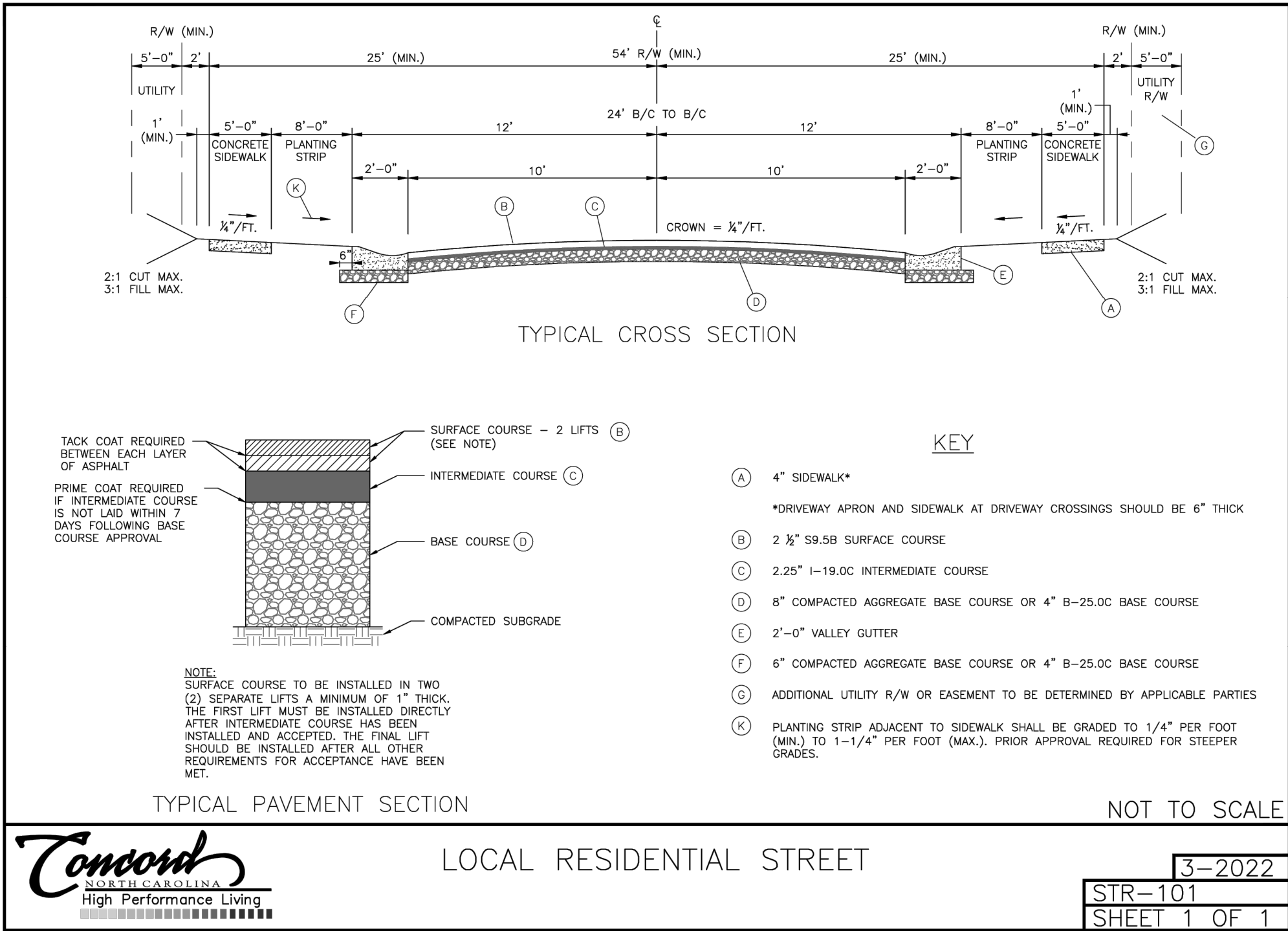
1185 Odell School Rd

PIN: 4681-74-5467, 4681-73-1596



DEVELOPMENT DATA			
Physical Address		1185 Odell School Road, Concord NC	
PARCEL A	Pin: 46817454670000	34.01 AC.	
PARCEL B	Pin: 46817315960000	2.67 AC.	
PARCEL C	Included in Parcel A Pin	1.30 AC.	
TOTAL PARCEL ACREAGE		37.98 AC.	
LESS ODELL SCH RD R/W	R/W	0.19 AC.	
TOTAL PROJECT AREA		37.79 AC.	
OWNER	WILLIAM SCOTT AND RALPH ALLEN JUSTICE UNDER CONTRACT TO EPCON COMMUNITIES LLC		
OWNER ADDRESS	10617 BAILY RD, CORNELIUS, NC 28031		
DEVELOPER	EPCON COMMUNITIES LLC		
DEVELOPER CONTACT	ANDY GIBBON		
DEVELOPER PHONE	(704) 607-0152		
DEVELOPER ADDRESS	11020 DAVID TAYLOR BLVD, STE. 105, CHARLOTTE, NC 28262		
PROJECT BUFFERS & RIGHT OF WAY INFORMATION			
PROJECT PERIMETER BUFFER:			
8 FT TYPE 'A' SITE PERIMETER BUFFER YARD PER CDO 11.4			
ODELL SCHOOL ROAD BUFFER			
TYPE 'D' BUFFER (50' OR 25' WITH BERM)			
ODELL SCHOOL ROAD FUTURE RIGHT OF WAY PER ADOPTED CTP ORDINANCE:			
110 FEET (55' FROM CENTERLINE)			
STREAM BUFFERS:			
30 FT UNDISTURBED CLASS 2 STREAM BUFFER			
10 FT VEGETATIVE SETBACK FROM CLASS 2 STREAM BUFFER			

ZONING DATA			
CURRENT JURISDICTION	CABARRUS COUNTY		
PROPOSED JURISDICTION	CONCORD, NC	PROPOSED ANNEXATION	
CURRENT ZONING	LDR	Cabarrus County	
PROPOSED ZONING	RV-CD Concord - Residential Village - Conditional Zoning		
PROPOSED USE			
SINGLE FAMILY DETACHED RESIDENTIAL AGE RESTRICTED IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING ACT'S HOUSING FOR OLDER PERSONS ACT (HOPA).			
PROPOSED NUMBER OF DWELLING UNITS (DU)		84 DU	CURRENT PLAN
DENSITY			
ALLOWABLE DENSITY		8.0 DU/AC	
PROPOSED DENSITY	84 PROPOSED DU / 37.79 ACRES =	2.3 DU/AC	
MINIMUM LOT SIZE	7,500 SF		
IMPERVIOUS SURFACE RATIO	0.50		
SETBACKS (INTERIOR)			
FRONT	20 FT TO STRUCTURE/ 24 FT TO GARAGE DOOR		
SIDE	7 FT (24 ft CORNER)		
REAR	5 FT		
PARKING SUMMARY			
RESIDENCES:			
REQUIRED:	2 PER LOT		
PROVIDED	2 PER LOT , PLUS GARAGE		
AMENITY BUILDING (2,858 SF G.F.A.)			
AUTO REQUIRED:	5 MIN. / 29 MAX. (HEALTH CLUBS/FITNESSCENTERS)		
AUTO PROVIDED:	8 STANDARD PLUS 1 HANDICAP		
BIKE REQUIRED:	5 (4 SPACES+ 1/10,000 SF G.F.A.)		
BIKE PROVIDED:	5 SPACES (RACK - WITHIN 50' OF BUILDING ENTRANCE)		
STREET CONNECTVITY REQUIREMENTS			
REQUIRED RATIO:	1.4		
PROVIDED RATIO:	1.5	8 LINKS / 5 NODES	
COMMON OPEN SPACE REQUIREMENTS (15% FOR DENSITY = 2.1 - 4 DU / ACRE)			
REQUIRED: (15% OF PROJECT AREA)		5.67 AC	
PROVIDED:		> 5.67 AC	
ACTIVE OPEN SPACE			
(A) CLUBHOUSE/AMENITY WITH POOL & PICKLEBALL COURTS		1.00 AC	
(B) PARKWAY WITH PAVED PATHWAY, LANDSCAPING, SEATING		0.34 AC	
(C) MINI PARK WITH ENHANCED LANDSCAPING & SEATING		0.21 AC	
(D) MINI PARK WITH ENHANCED LANDSCAPING & SEATING		0.17 AC	
TOTAL ACTIVE OPEN SPACE		1.72 AC	
TREE PRESERVATION REQUIREMENTS			
REQUIRED: (50% OF REQUIRED OPEN SPACE)		2.83 AC	
PROVIDED:		> 2.83 AC	



- NOTES:
- ANNEXATION REQUESTED
 - CONDITIONAL REZONE TO RV-CD REQUESTED
 - PRELIMINARY SEWER ALLOCATION APPLICATION TO BE SUBMITTED.
 - A TRAFFIC IMPACT ANALYSIS WILL BE REQUIRED.
 - HYDRAULIC FLOW TEST SHALL BE CONDUCTED TO DETERMINE NEEDED FIRE FLOW REQUIREMENTS ARE MET FOR THE STRUCTURES AND WILL BE PROVIDED AND MAINTAINED. PROPOSED DEVELOPMENT UNDER 100 UNITS THEREFORE SPRINKLERS NOT REQUIRED.
 - PROPOSED DEVELOPMENT UNDER 100 UNITS THEREFORE SECONDARY ACCESS NOT REQUIRED.
 - FIRE APPARATUS TURNING RADIUS EXHIBIT TO BE PROVIDED WITH SITE PLANS.
 - FIRE ACCESS - MUST BE ABLE TO REACH MOST REMOTE PART OF BUILDINGS WITH 150' HOSE LAY - DEVELOPER TO PROVIDE YARD FENCE AND GATE DETAILS TO FIRE MARSHALL FOR REVIEW.
 - SITE PLAN TO SHOW LOCATIONS OF EXISTING AND PROPOSED HYDRANTS.
 - PROPOSED SUBDIVISION IS A DUKE ENERGY PROJECT.
 - ACCESS TO ODELL SCHOOL ROAD TO BE VIA PROPOSED PUBLIC STREET THROUGH ANNSBOROUGH ESTATES.
 - VEHICULAR ACCESS TO THE SITE WILL BE AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE CITY OF CONCORD AND/OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
 - TRAFFIC CALMING WILL BE PROVIDED IN LONG STRAIGHTWAYS USING HORIZONTAL OFFSET CHicanes. NO VERTICAL OFFSET TRAFFIC CALMING SUCH AS SPEED HUMPS OR SPEED TABLES WILL BE ALLOWED.
 - SUBDIVISION ENTRY MONUMENT SIGNS TO BE PERMITTED UNDER COMPREHENSIVE SIGN PACKAGE.
 - LOTS TO MEET RV STANDARDS FOR IMPERVIOUS, LOT SIZE/DIMENSIONS, AND SETBACKS.
 - EXHIBIT SHOWING TYPICAL BUILDING ELEVATIONS TO BE PROVIDED WITH CONDITIONAL ZONING APPLICATION.
 - TREE PRESERVATION EXHIBIT TO BE PROVIDED WITH SITE PLANS.
 - MINIMUM WIDTH OF PUBLIC UTILITY EASEMENTS TO BE 30'.
 - INTERNAL STREETS TO BE CITY OF CONCORD LOCAL RESIDENTIAL STREET STANDARD SECTION.
 - INTERNAL STREETS ARE PROPOSED FOR DEDICATION TO CITY OF CONCORD.

JOB NUMBER: 24070

DATE: 5/13/25

BY: PED

DESCRIPTION: REVISED PER DRC COMMENTS

REV: 1, 2, 3, 4, 5, 6

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NORTH CAROLINA AS SIGNIFIED BY MY HAND AND SEAL.

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

CERTIFICATION

SKETCH PLANS FOR THE COURTYARDS AT EVA

CITY OF CONCORD

CABARRUS COUNTY, NC

SKETCH PLAN

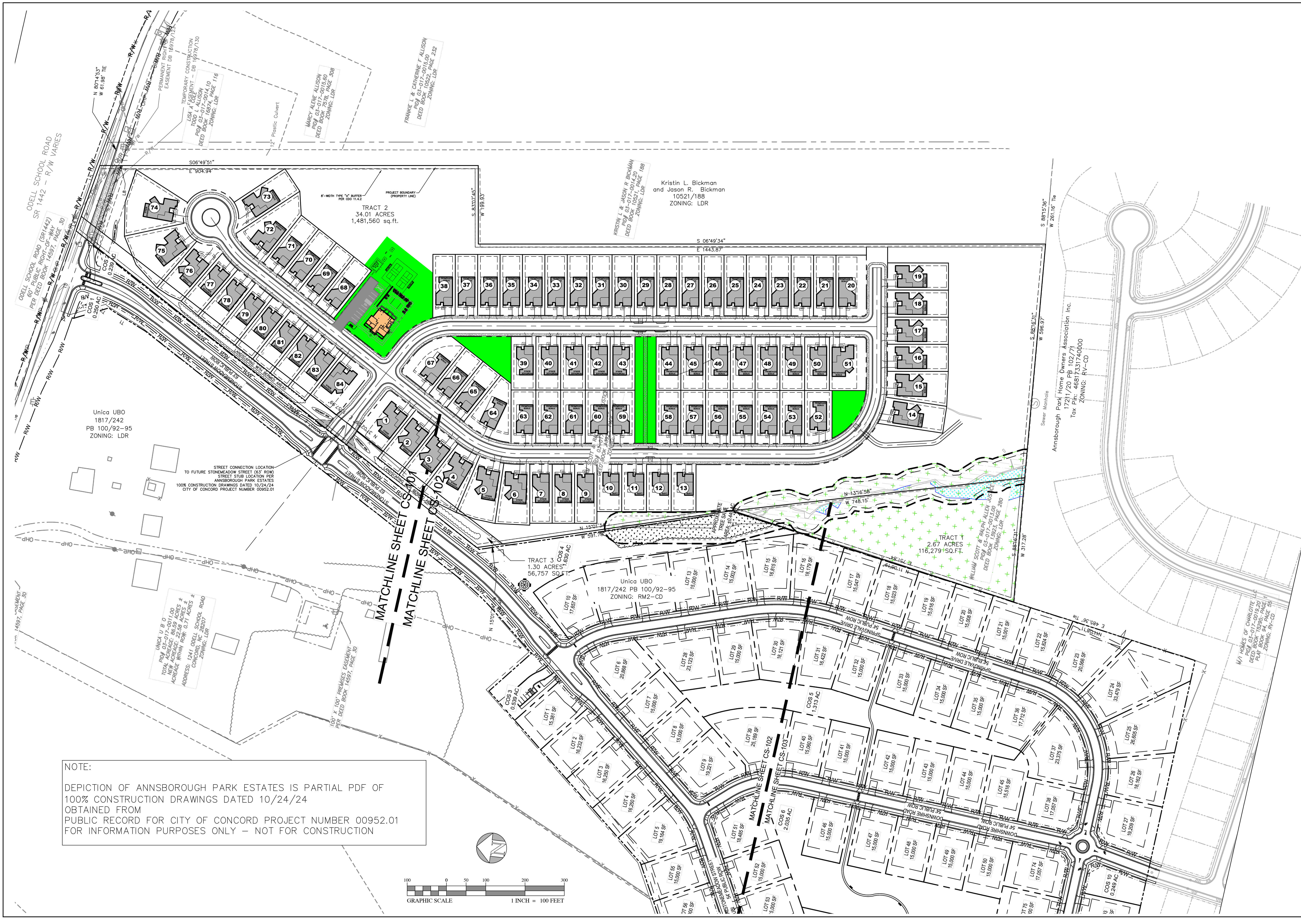
DATE: 05/13/2025

DRAWN BY: PED

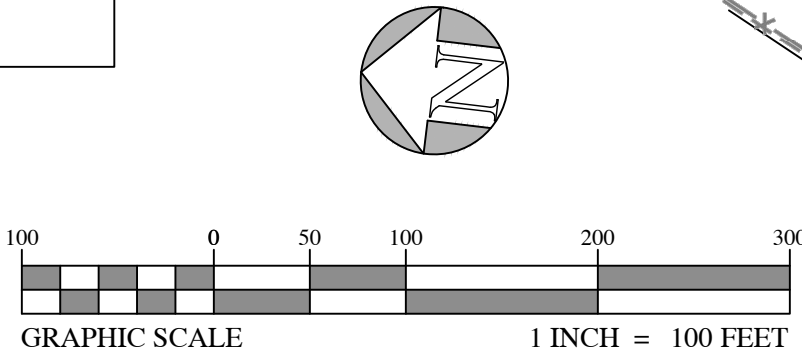
CHECKED BY: WFM

PROJECT MGR: WFM

SHEET: C-300



NOTE:
DEPICTION OF ANNSBOROUGH PARK ESTATES IS PARTIAL PDF OF 100% CONSTRUCTION DRAWINGS DATED 10/24/24 OBTAINED FROM PUBLIC RECORD FOR CITY OF CONCORD PROJECT NUMBER 00952.01 FOR INFORMATION PURPOSES ONLY – NOT FOR CONSTRUCTION



DATE: 05/13/2025

DRAWN BY: PED

CHECKED BY: WFM

PROJECT MGR: WFM

SHEET: C-250

THE COURTYARDS AT EVA

CITY OF CONCORD

CABARRUS COUNTY, NC

ACCESS INFO

169 Oak Street, Forest City, N.C. 28043
ph: 828.247.4486 fax: 828.247.4488
www.odomeng.com

DATE: 05/13/2025

BY: PED

REVISIONS

REV 1

REV 2

REV 3

REV 4

REV 5

REV 6

DESCRIPTION

REVISED PER DRC COMMENTS

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NORTH CAROLINA AS SIGNED BY MY HAND AND SEAL.

PRELIMINARY – DO NOT USE FOR CONSTRUCTION

JOB NUMBER:

24070

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 37.98 ACRES OF PROPERTY
LOCATED AT 1185 ODELL SCHOOL RD., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-31 by the City of Concord, on September 11th, 2025, to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on September 11, 2025, after due notice by The Independent Tribune on August 30th, 2025; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Concord, as of the 11th day of September 2025:

Tract 1:

Beginning at a found rebar at a fence corner being the southwest corner of Tract 1 of the subject tract as described at Deed Book 13923 Page 280, said corner being located in a common line with Unica UBO as described at Deed Book 1817 Page 242, and is also a common corner with Annsborough Park HOA Inc. as described at Deed Book 17211 Page 20 and further described at Plat Book 102 Page 71, and thence from said beginning point and with the line of the above described Unica UBO N 11°08'19" E a distance of 751.84' to a found rebar between large boulders; thence with the line of the subject Tract 2, S 13°16'58" E a distance of 748.15' to a rebar set in the common line with above described Annsborough Park HOA Inc.; and thence with their line S 88°16'31" W a distance of 317.28' to a found rebar which is the point of beginning, having an area of 2.67 acres more or less.

Tract 2:

Beginning at a point in the centerline of Odell School Road (SR 1442) said point lying S77°00'54"E a distance of 978.25' from a rebar found having North Carolina Grid coordinates, Northing: 616,023.61' Easting: 1,486,752.89' which is the northwest corner of the property owned by Unica UBO as described at Deed Book 1817 Page 242, and further described on plat of survey recorded at Plat Book 100 Pages 92-95, said beginning point being the northwest corner of the subject tract as described at Deed Book 155 Page 257, and Deed Book 13923 Page 280 of the Cabarrus County Registry and thence from said beginning point and running the following two calls with the centerline of Odell School Road (1) S 76°49'53" E a distance of 39.32' to a point; (2) S 76°49'53" E a distance of 137.71' to a point in the centerline of the road being the northwest corner of the property belonging to Kristen L. Bickman and Jason R. Bickman as described at Deed Book 10521 Page 188, and thence with the Bickman line the following six (6) calls: (1) S 06°49'51" E a distance of 31.69' to found rebar, (2) S 06°49'51" E a distance of 10.71' to a point, (3) S 06°49'51" E a distance of 15.80' to a point, (4) S 06°49'51" E a distance of 904.94' to a found pipe at a fence corner, (5) S 83°07'45" W a distance of 199.93' to a found pipe at a fence corner, (6) S 06°49'34" E a distance of 1443.87' to a found rebar at a fence corner located in the line of Annsborough Park HOA Inc. as described at Deed Book 17211 Page 20; thence S 88°16'31" W a distance of 596.97' to a rebar set being the common corner between Tract 1 and 2 of the subject property and thence with the line of said Tract 1, N 13°16'58" W a distance of 748.15' to a rebar found between two large boulders being the northernmost corner of the before mentioned Tract 1 and a common corner with Unica UBO as described at Deed Book 1817 Page 242, and thence with the line of Unica UBO the following (6) calls: (1) N 15°01'34" W a distance of 591.78' to rebar set, (2) N 15°01'34" W a distance of 66.46' to a found pipe; (3) N 31°30'05" E a

distance of 1235.21' to a point; (4) N 31°30'05" E a distance of 15.97' to a point; (5) N 31°30'05" E a distance of 15.15' to a found rebar, (6) N 31°30'05" E a distance of 33.52' to a point in the centerline of Odell School Road which is the point and place of beginning, having an area of 1,538,316.7 square feet, 35.31 acres more or less.

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

Adopted this 11th day of September 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 2.57 ACRES OF PROPERTY
LOCATED AT 199 CENTRAL HEIGHTS DR., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-31 by the City of Concord, on September 11th, 2025, to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on September 11, 2025, after due notice by The Independent Tribune on August 30th, 2025; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Concord, as of the 11th day of September 2025:

LYING AND BEING in Number 11 Township, Cabarrus County, North Carolina, and the POINT OF BEGINNING being a calculated point in Central Heights Dr., said point having NAD 1983 (2011) NCGS Grid Coordinates Northing = 587,352.70' and Easting = 1,528,464.95' and being located S 50°43'15" E a distance of 3944.20' (grid - 3943.59') from NCGS Grid Monument "NCRR CB M359 1", said point also being located S 60°24'15" E a distance of 252.23' from a set masonry nail in center line intersection of Central Heights Dr. and Sagewood Pl. SW; Thence N 39°41'46" E a distance of 32.00' to a found 1/2" iron rod 0.5' below ground; Thence with a line of Richard E. James and wife Sara E. James as shown in Deed Book 4692, Page 196 of the Cabarrus County Registry N 39°41'46" E a distance of 116.41' to a found 1/2" iron rod 0.8' below ground, a corner of James and Jason A. Hunt and wife Melissa Hunt as shown in Deed Book 9100, Page 59 of the Cabarrus County Registry; Thence with a line of Hunt N 39°47'37" E a distance of 99.84' to a found 3/4" iron pipe 0.1' below ground, a corner of Hunt and Danielle Marie Arehart and husband David Lynn Arehart as shown in Deed Book 15154, page 260 of the Cabarrus County Registry; Thence with a line of Arehart N 39°27'53" E a distance of 110.30' to a found 1/2" iron rod 0.1' below ground, a corner of Arehart and Robert Franklin Hedrix as shown in Deed Book 13732, Page 184 and Deed Book 11559, Page 259 of the Cabarrus County Registry; Thence with a line of Hedrix N 39°47'44" E a distance of 196.95' to a found iron flush with ground; Thence with another line of Hedrix N 39°39'28" E a distance of 60.70' to a found 1/2" square iron rod flush with ground; Thence with another line of Hedrix S 49°51'08" E a distance of 35.88' to a found 1/2" iron rod 0.1' above ground, a corner of Hedrix and James E. Taylor and wife Kathy R. Taylor as shown in Deed Book 1471, page 194 of the Cabarrus County Registry; Thence with a line of Taylor S 49°42'37" E a distance of 156.63' to a found 1/2" square iron rod a corner of Taylor in the line of Thomas Brown McKillop and wife Joyce H. McKillop as shown in Deed Book 413, page 68 of the Cabarrus County Registry; Thence with a line of McKillop and Mary C. Doria Berry and husband Kenneth W. Berry as shown in Deed Book 511, Page 725 and Gerardo Aguilar as shown in Deed Book 17093, Page 95 of the Cabarrus County Registry S 39°30'45" W a distance of 508.53' to a found bent 1" iron pipe 1' above ground; Thence S 39°32'09" W a distance of 32.06' to a metallic reading in the pavement of Central Heights Dr., said point being located S 70°04'27" E a distance of 63.20' from a set masonry nail in center line intersection of Central Heights Dr. and Kiser Woods Dr. SW; Thence N 71°05'00" W a distance of 207.75' to the POINT OF BEGINNING and containing 2.57 acres as shown on an unrecorded plat by Barrett D. Eatman, PLS L-3556 entitled "Boundary Survey For Clarence F. Little and Melissa A. Quay dated June 13, 2025. Said survey being referenced to NC Grid North.

Being a portion of the land described in Deed Book 17092, Page 164 of the Cabarrus County Registry.

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

Adopted this 11th day of September 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

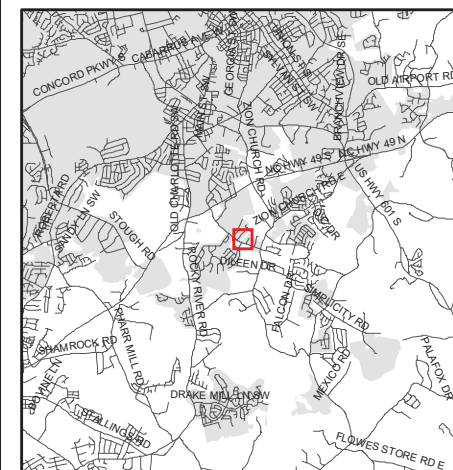
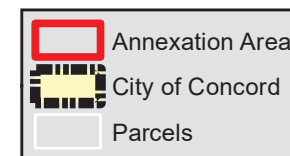
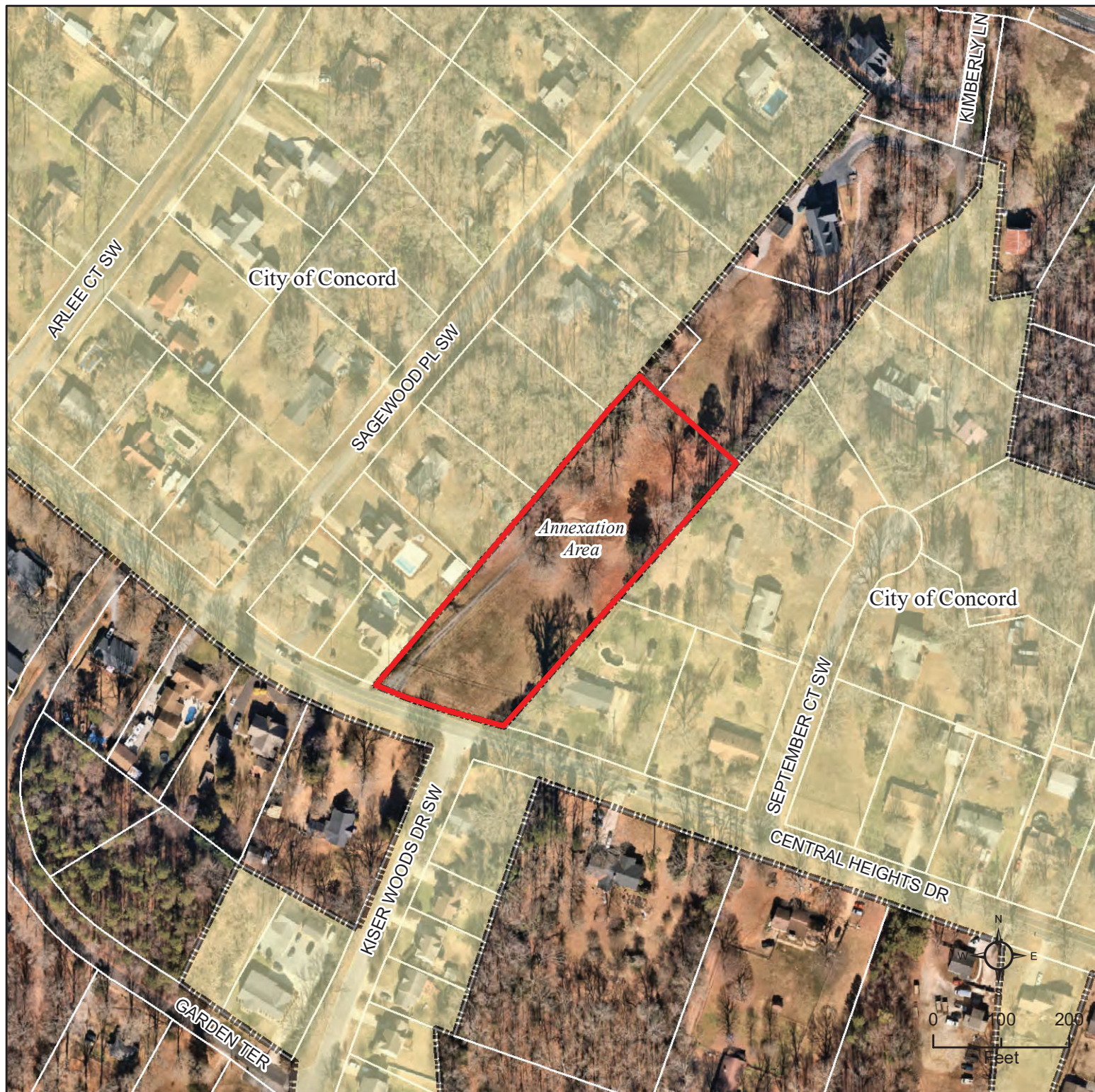
VaLerie Kolczynski, City
Attorney



ANX-03-25
AERIAL

199 Central Heights Dr

PIN: 5528-87-7566



Meeting Date

September 11, 2025

Annexation Staff Report

This request is a voluntary annexation petition of one (1) parcel totaling +/- 2.57 acres of property at 199 Central Heights Dr. The property is currently zoned Cabarrus County LDR (Low Density Residential). The property is owned by Clarence Little and Melissa Quay. A map has been provided depicting the location of the property.

The property in question was acquired by Clarence Little and Melissa Quay by deed recorded in Cabarrus County Register of Deeds Book 17092 Page 0164 as recorded on September 10, 2024.

The City of Concord Council reviewed the preliminary application for a single family residence at the December 12, 2024, regular council meeting. Council voted to have the applicant proceed to the final application phase, including the voluntary annexation process as outlined in Section 62-81 of the City Code. If the annexation is approved, the request for zoning to City of Concord RM-1 (Residential Medium Density) will be presented to the Planning and Zoning Commission at the October 21, 2025, meeting. It would be a corresponding zoning district to the Land Use Category and would be compatible with the surrounding residential zoning.

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

Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated August 25, 2025, and was advertised in the Independent Tribune on August 30, 2025.

DATE: August 19, 2025

REZONING CASE #: Z-15-25

ACCELA: CN-RZZ-2025-00008

DESCRIPTION: Zoning Map Amendment
O-I (Office-Institutional) to RM-1 (Residential Medium Density)

APPLICANT/OWNER: Paul Hill

LOCATION: 1012 Burrage Rd. NE

PIN #: 5621-48-4383

AREA: +/- 1.0 acres

ZONING: O-I (Office-Institutional)

PREPARED BY: Fred Womble, Senior Planner

BACKGROUND

The subject property consists of a single parcel consisting of +/- 1.0 acres on the north side of Burrage Rd. NE. The parcel is zoned institutionally (O-I); however, it has been utilized historically as a single-family residence owned by the Epworth United Methodist Church.

The property to the north is zoned RC (Residential Compact) and is vacant. Properties to the east and south are zoned RM-1 (Residential Medium Density) and consist of single-family residential structures. Properties to the west are zoned O-I (Office-Institutional) and C-1 (Light Commercial and Office) and are utilized as the Epworth UMC church campus and medical offices associated with the area hospital.

HISTORY

The property was annexed into the City between 1968 and 1981 and was zoned R-1 and then converted to RM-1 (Residential Medium Density) with the adoption of the UDO in 2000. In 2022, the subject parcel was rezoned to O-I (Office-Institutional) as part of the Epworth United Methodist Church's rezoning application (Case # Z-12-22).

SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from O-I (Office-Institutional) to RM-1 (Residential Medium Density) to continue to utilize the property residentially.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
O-I (Office-Institutional)	North	RC (Residential Compact), O-I (Office-Institutional)	Single-family Residential	North	Vacant
	South	RM-1 (Residential Medium Density), O-I (Office-Institutional)		South	Residential
	East	RM-1 (Residential Medium Density)		East	Residential
	West	O-I (Office-Institutional), C-1 (Light Commercial and Office), RC (Residential Compact)		West	Commercial and Institutional

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Mixed-Use Activity Center (MUAC).” RM-1 (Residential Medium Density) *is not listed* as a corresponding zoning district to the “Mixed-Use Activity Center” land use category and therefore is not consistent with the land use plan. Approval of the rezoning would require a Land Use Plan amendment to Suburban Neighborhood (SN) by City Council.

The corresponding zoning districts for the “Mixed-Use Activity Center” land use category are RV (Residential Village), RC (Residential Compact), O-I (Office and Institutional), CC (City Center), TND (Traditional Neighborhood Development), MX-NC (Mixed Use-Neighborhood Center), MX-CC1 (Mixed Use-Commercial Center Small), MX-CC2 (Mixed Use-Commercial Center Large), MX-IB (Mixed Use-Industrial/Business Center), PRD (Planned Residential Development), C-1 (Light Commercial and Office), C-2 (General Commercial), PUD (Planned Unit Development), I-1 (Light Industrial).

FROM THE 2030 LAND USE PLAN - "MIXED-USE ACTIVITY CENTER" (MUAC)

The intent of the Mixed-Use Activity Center (MUAC) Future Land Use category is to identify areas that serve broader economic, entertainment, and community activities as compared to mixed-use neighborhoods. Uses and buildings are located on small blocks with streets designed to encourage pedestrian activities. Buildings in the core of the mixed-use center may stand three or more stories. Residential units or office space may be found above storefronts. Parking is satisfied by using on-street parking, structured parking, and shared rear-lot parking strategies. Structured parking should be encouraged to be incorporated into the principal structure.

A large-scale mixed use activity center may be surrounded by one or more neighborhoods that encourage active living, with a comprehensive and interconnected network of walkable streets.

Areas designated as Mixed-Use Activity Centers Future Land Use category are large geographic areas located at key intersections of major transportation corridors, that have high growth potential, where the infrastructure can support denser development. Mixed Use Activity Centers are located along major corridors where transit facilities are currently planned or envisioned in the future. Mixed-Use Activity Centers may not necessarily be constructed as a single development at one time. The very nature of these areas allows them to be approved in phases and to evolve over time into an area made up of a mix of land uses, usually centered on some type of public transit facility, which affords people the opportunity to live, work, shop and, in some cases, have immediate access to recreation facilities in one general area. It is also the goal of these districts to reduce vehicle trips by making them single destination points for multiple consumer needs.

The intent of the Mixed-Use Activity Center designation is to encourage the development of a mixture of complementary uses that will function as an integrated center allowing for pedestrian connections between developments and uses. Each of the eleven proposed Mixed-Use Activity Center locations identified on the Land Use Plan have different characteristics and will develop uniquely. The size of these areas is relatively large, with the intent that mixed use development should occur within a one-half mile radius of a transit stop (an estimated ten minute walking distance). Due to the fact that each area designated as a MUAC, applying one development solution to each is not practical. The key is to coordinate development of each parcel within the context of the larger District. Coordinating connectivity and planning for future uses will be critical in this process.

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

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

Objective 1.3: Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses.

- Monitor Land Use: Monitor existing, approved and planned land uses and compare development capacities with projected demands for all types of residential and non-*

residential development. The Future Land Use Map should provide adequate land to meet projected demands and provide market flexibility throughout the City.

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

Goal 2: Create Economic Opportunities for Individuals and Businesses

Strategy: Expand housing choices

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 1.0 acres and currently zoned O-I (Office-Institutional).
- The subject property was annexed into the City between 1968 and 198.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as RM-1 (Residential Medium Density) is not a corresponding zoning classification to the Mixed-Use Activity Center Land Use Category. However, the subject property is located adjacent to other properties zoned RM-1 (Residential Medium Density) to the south and east.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property.

OR

- The zoning amendment is not reasonable and in the public interest as it is not consistent with the existing zoning adjacent to the subject property.

SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the zoning map amendment will need a Land Use Plan Amendment to the 2030 Land Use Plan and staff has no objections to the petition.

No conditions may be applied as the request is not for a "Conditional District."

PROCEDURAL CONSIDERATIONS

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

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

Required Attachments / Submittals:

☒

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

☒

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

☐

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

☐

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

5. Money Received by Fred Womble Date: 7/14/25
Check # 7315 Amount: \$ 1000.00 (Conditional) or \$800 (Conventional)
Cash: _____

The application fee is nonrefundable.

(Please type or print)

Applicant Name, Address, Telephone Number and email address:

Paul C. Hill, Jr. 245 Eastcliff Drive, SE , Concord, NC 28025
pchilljr@hotmail.com 980 521-1474

Owner Name, Address, Telephone Number:

Epworth United Methodist Church, Inc. 1030 Burrage Road, NE. Concord, NC 28025. 704 786-6183

Project Location/Address: 1012 Burrage Road, NE. Concord, NC 28025

Parcel Identification Number (PIN): 5621484363

Area of Subject Property (acres or square feet): 45,705 sf. 1.05 acres

Lot Width: 150.21 Lot Depth: 302.22

Current Zoning Classification: O-I

Proposed Zoning Classification: Residential

Existing Land Use: Residential. (Unoccupied)

Future Land Use Designation: Residential (RM-1)

Surrounding Land Use: North Residential South O-I

East Residential West Residential

Reason for request:

REZONING OF EXISTING RESIDENTIAL USE TO RESIDENTIAL DESIGNATION

Has a pre-application meeting been held with a staff member? ☒ Yes ☐ No

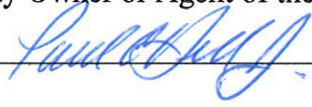
Staff member signature: [Signature] Date: 7/7/25

Certification

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

Date: 7-14-2025

Applicant Signature: 

Property Owner or Agent of the Property Owner Signature:


5621486579

JORDAN ROBERT C III TRUSTEE
JORDAN TAMELA F WF TRUSTEE
12-002-0004.00

994 BURRAGE
5621485493
GARCIA KAYLA L
12-002-0003.00

EPWORTH UNITED METHODIST CHURCH INC
12-002-0002.10
1012 BURRAGE
5621484363

EPWORTH UNITED METHODIST CHURCH INC
12-001A-0025.10
5621484876

CHARLOTTE-MECKLENBURG HOSPITAL
AUTHORITY
12-001A-0025.20
199.01
122.72
140
LAKE CONCORD
5621388599

BURRAGE

1009 BURRAGE
MOSIER STEPHEN R
MOSIER PRISCILLA S WF
12-002-0010.00

BURRAGE RD NE
5621487133

1027 BURRAGE
DHAMEJA AMIT
12-002-0011.00

5621475918

EPWORTH UNITED METHODIST CHURCH INC
12-002-0001.50
1030 BURRAGE
5621482146

TRACT #2

1054 BURRAGE ROAD LLC A NC LLC
12-001A-0026.00
5621480011

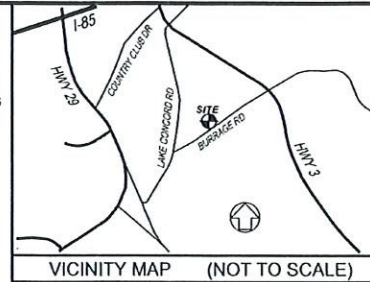
1054 BURRAGE

DISCLAIMER:
Cabarrus County shall not be held liable for any errors in the data represented on this map. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

SURVEY NOTES:

1. AREA COMPUTED BY THE COORDINATE METHOD.
2. PROPERTY SUBJECT TO ANY & ALL EASEMENTS AND RESTRICTIONS OF RECORD.
3. NO NGS OR NCGS CONTROL WAS FOUND WITHIN 2000' OF SUBJECT PROPERTY.
4. PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AREAS OUTSIDE FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FIRM MAP NUMBER 3710562100K, PANEL 5621, EFFECTIVE DATE NOVEMBER 16, 2018.
5. PROPERTY ZONED AS O-I ACCORDING TO CABARRUS COUNTY GIS.
6. THIS SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ALL MATTERS OF TITLE WHETHER OF RECORD OR NOT.

ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE LOCALIZED (GROUND) NAD 83 (2011), BASED UPON THE NC STATE PLANE COORDINATE SYSTEM, PER A GPS SURVEY PERFORMED UNDER MY SUPERVISION ON FEBRUARY 14 AND 17, 2025. THE NC STATE PLANE COORDINATES FOR THE PROPERTY CORNERS, SHOWN HEREON, WERE ESTABLISHED BY REAL TIME KINEMATIC DIFFERENTIAL GPS OBSERVATIONS USING AN EMLID REACH RS-3 RECEIVER IN CONJUNCTION WITH THE NC GEODETIC SURVEY'S VIRTUAL REFERENCE SYSTEM (VRS), WHICH IS BASED UPON THE CONTINUALLY OPERATING REFERENCE STATIONS (CORS). ALL MEASUREMENTS SHOWN HEREON ARE REPORTED IN U.S. SURVEY FEET.

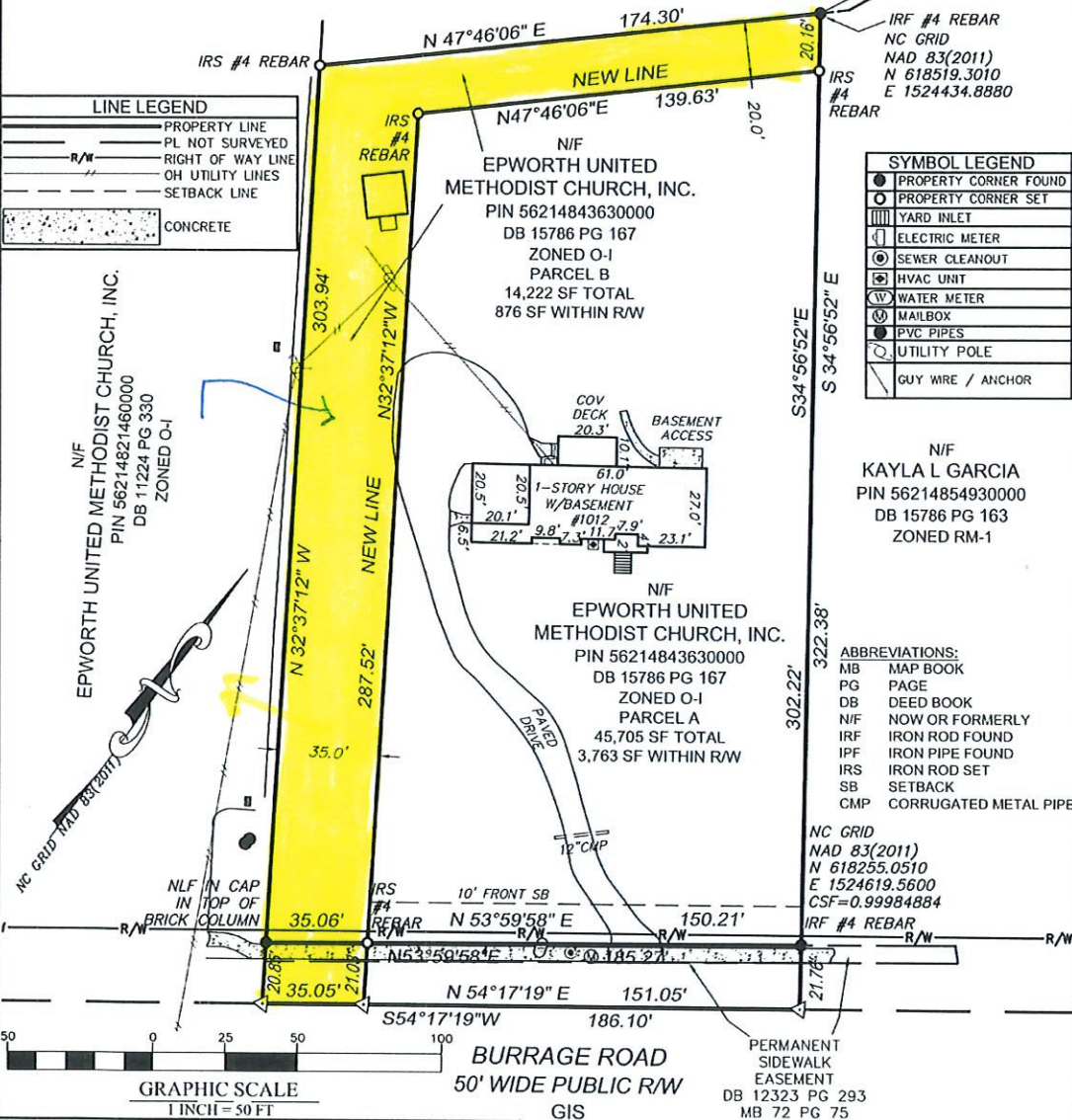


AREA TABLE			
PARCEL	TOTAL AREA	AREA WITHIN R/W	NET AREA
PARCEL A	45,705 SF	3,763 SF	41,942 SF
PARCEL B	14,222 SF	876 SF	13,346 SF
TOTAL	59,927 SF	4,639 SF	55,288 SF

N/F
EPWORTH UNITED METHODIST CHURCH, INC.
PIN 56214848760000
DB 11224 PG 330
ZONED RC

LINE LEGEND	
	PROPERTY LINE
	PL NOT SURVEYED
	RIGHT OF WAY LINE
	OH UTILITY LINES
	SETBACK LINE
	CONCRETE

SYMBOL LEGEND	
	PROPERTY CORNER FOUND
	PROPERTY CORNER SET
	YARD INLET
	ELECTRIC METER
	SEWER CLEANOUT
	HVAC UNIT
	WATER METER
	MAILBOX
	PVC PIPES
	UTILITY POLE
	GUY WIRE / ANCHOR



I HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION, FROM A SURVEY PERFORMED UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION EXCEEDS 1:10,000. ALL BUILDINGS SHOWN LIE WHOLLY ON THE LOT, THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17th DAY OF FEBRUARY, A. D. 2025.



NORTH CAROLINA REGISTRATION NUMBER L-3412
JACKIE G. DUNCAN

DB 15786 PG 167

BOUNDARY, LOCATION & CONVEYANCE SURVEY FOR OWNER:
EPWORTH UNITED METHODIST CHURCH, INC.

1012 BURRAGE ROAD NE
CABARRUS COUNTY GIS PIN 56214843630000
CONCORD, TOWNSHIP No. 12, CABARRUS COUNTY, NC
Jackie G. Duncan, PLS, CFS

601 DEVERON PLACE NE, CONCORD, NC 28025
PHONE: (980) 406-0366

SCALE: 1" = 50'	DATE: FEBRUARY 17, 2025	FILE: 25-017
DRAWN BY: JGD	CHECKED BY: JGD	SHEET: 1/1

43,560 SF
1.05 Acres

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Stamps: \$.00

Parcel Identifier Numbers: **out of TMP 12-002-0002.10**
To be combined with TMP 12-002-0001.50

Return to: Grantee

NO TITLE OPINION

Prepared by: HOWARD S. IRVIN, Attorney
Hartsell & Williams, PA
Post Office Box 368
Concord, NC 28026-0368

THIS DEED is made and entered into this the 5th day of March 2025 by and between
EPWORTH UNITED METHODIST CHURCH, INC.,
A North Carolina Non-Profit Corporation
1030 Burrage Road, NE
Concord, NC 28025

Hereinafter GRANTOR

And

EPWORTH UNITED METHODIST CHURCH, INC.,
A North Carolina Non-Profit Corporation
Mailing Address:
1030 Burrage Road, NE
Concord, Nc 28025

Hereinafter GRANTEE

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 being more fully described in Legal Description attached hereto as Exhibit "A."

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.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15786, Page 167, Cabarrus Registry.

And the Grantor covenants with 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, other than the following exceptions: all easements or right of way, restrictions and covenants, minimum building setbacks, zoning laws and ordinances of record, affecting the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year shown herein.

(SEE SIGNATURES ATTACHED)

**EPWORTH UNITED METHODIST
CHURCH, INC.**

A North Carolina Non Profit Corporation

By: Edward F. West III
Edward F. West, III

Chairman, Board of Trustees

By: Reverend Dennis B. Marshall
Reverend Dennis B. Marshall
Pastor

State of North Carolina
Cabarrus County

I, Howard S. Irvin, a Notary Public for said County and State certify that the following persons personally appeared before me this day and acknowledged to me that they voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Edward F. West, III, Chairman, Board of Trustees of Epworth United Methodist Church, Inc. a North Carolina Non Profit Corporation, and

Reverend Dennis B. Marshall, Pastor of Epworth United Methodist Church, Inc., a North Carolina Non Profit Corporation.

WITNESS my hand and notary stamp, this the 5th day of March 2025.

Howard S. Irvin
Howard S. Irvin
Notary Public

My Commission Expires:
June 17, 2027

Notary Stamp

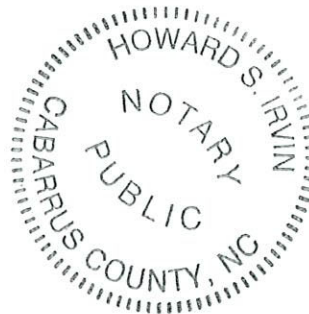


EXHIBIT "A"

Lying and Being in the City of Concord, Number Twelve (12) Township of Cabarrus County, North Carolina on the North side of Burrage Road, NE, and Being a part of the property of Epworth United Methodist Church, Inc. as described in Book 15786, Page 167 (formerly Rox Properties, LLC) and being more fully described as follows:

BEGINNING at a computed point in or near the centerline of Burrage Road, NE, the Southeastern corner of Epworth United Methodist Church, Inc. (Book 11224, Page 330), and the Southwestern corner of the property of Epworth United Methodist Church, Inc. (Book 15786, Page 167) and runs thence with the old line of Epworth North 32-37-12 West 324.80 feet (passing a set rebar in line at 20.86 feet) to a rebar, an old corner of Epworth; thence continuing with the old line of Epworth North 47-46-06 East 174.30 feet to an iron pipe in the line of Epworth, the old Northwestern corner of Kayla Lynn Garcia (Book 14146, Page 259); thence with the line of Garcia South 34-56-52 East 20.16 feet to a rebar, a new corner in the line of Garcia; thence two (2) new lines through the property of Epworth (Book 15786, Page 167) as follows: First, South 47-46-06 West 139.63 feet to an iron stake, a new corner; thence Second, South 32-37- 12 East 308.60 feet (passing an iron rebar in line at 287.52 feet) to a computed point in or near the centerline of Burrage Road, NE, a new corner; thence generally with the centerline of Burrage Road South 54-17-19 West 35.05 feet to the point of BEGINNING, 14,222 square feet, more or less (of which 876 square feet is located within the right of way of Burrage Road), as surveyed and platted by Jackie G. Duncan, P.L.S., February 17, 2025; Subject to the right of way for Burrage Road, NE, and permanent sidewalk easement as described in Book 12323, Page 293 (Map Book 72, Page 75).

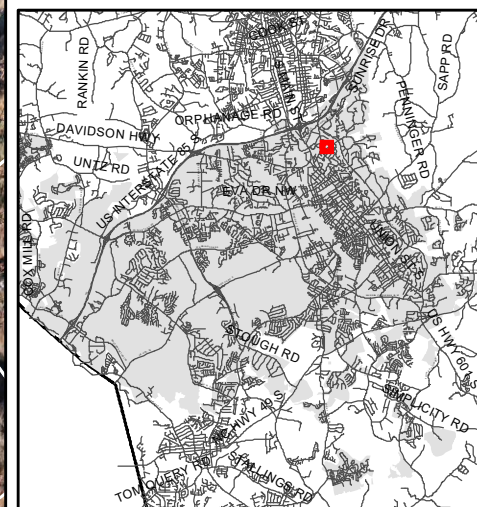
The above described property is to be combined for both tax purposes and legal purposes with the property conveyed to Epworth United Methodist Church, Inc. in Book 11224, Page 330, and is shown on the tax records of Cabarrus County as TMP 12-002-0001.50, PIN 5621-48-2146.

In trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the Grantee herein.

**Z-15-25
AERIAL**

**Rezoning application
O-I (Office-Institutional)
to
RM-1 (Residential Medium
Density)**

1012 Burrage Rd NE
PIN: 5621-48-4383



Concord
NORTH CAROLINA

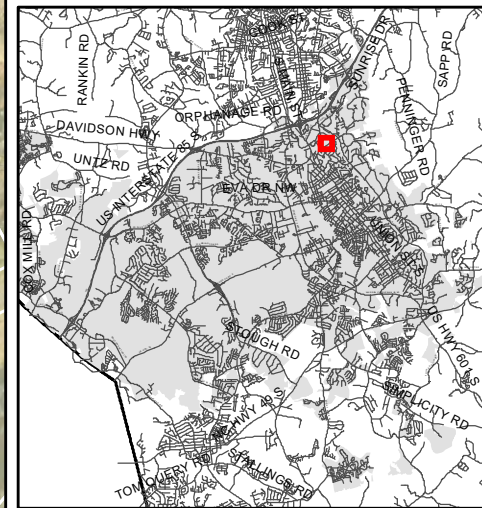


0 100 200
Feet

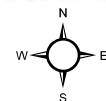
Z-15-25 ZONING

Rezoning application
O-I (Office-Institutional)
to
RM-1 (Residential Medium
Density)

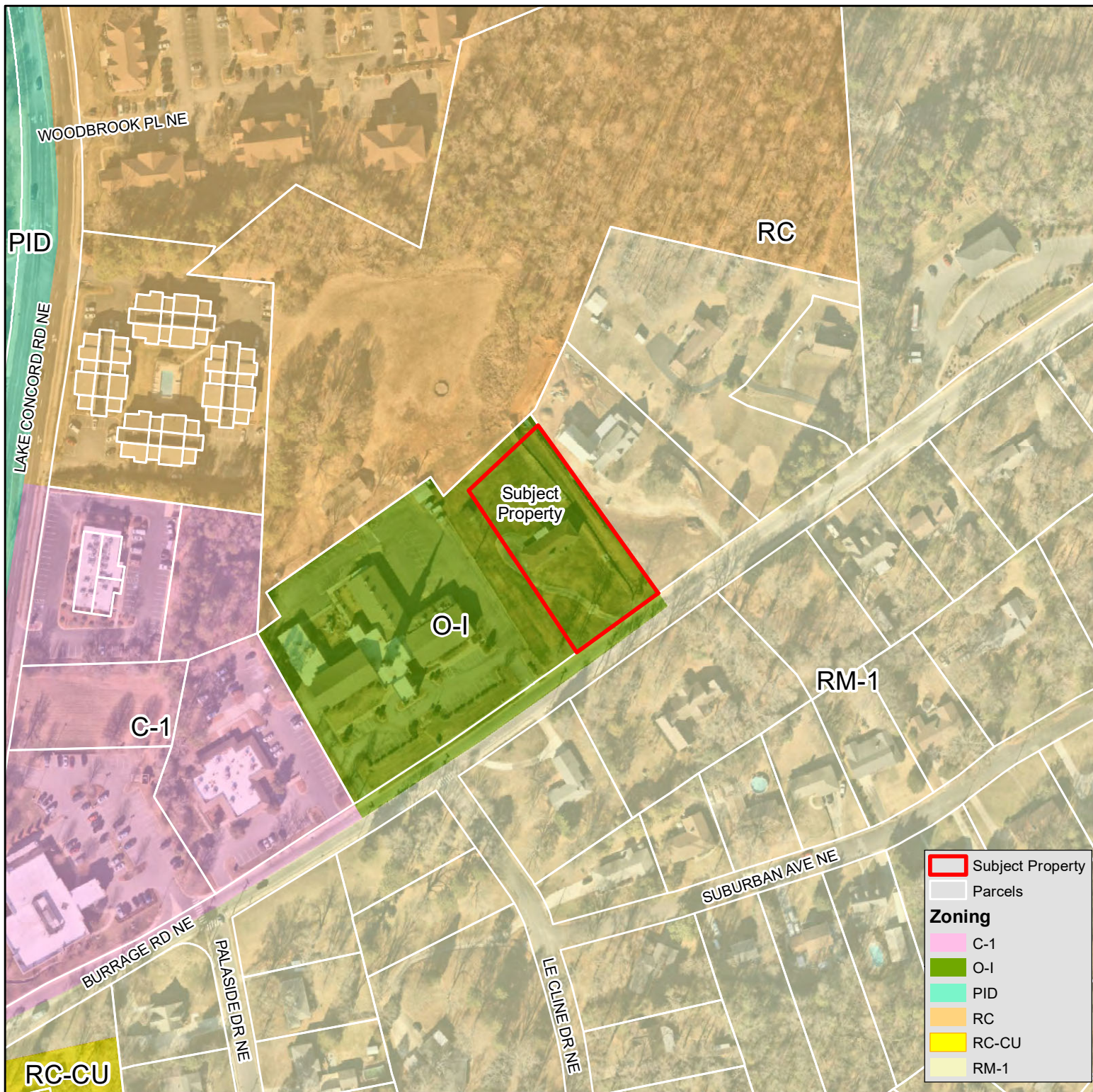
1012 Burrage Rd NE
PIN: 5621-48-4383



Concord
NORTH CAROLINA



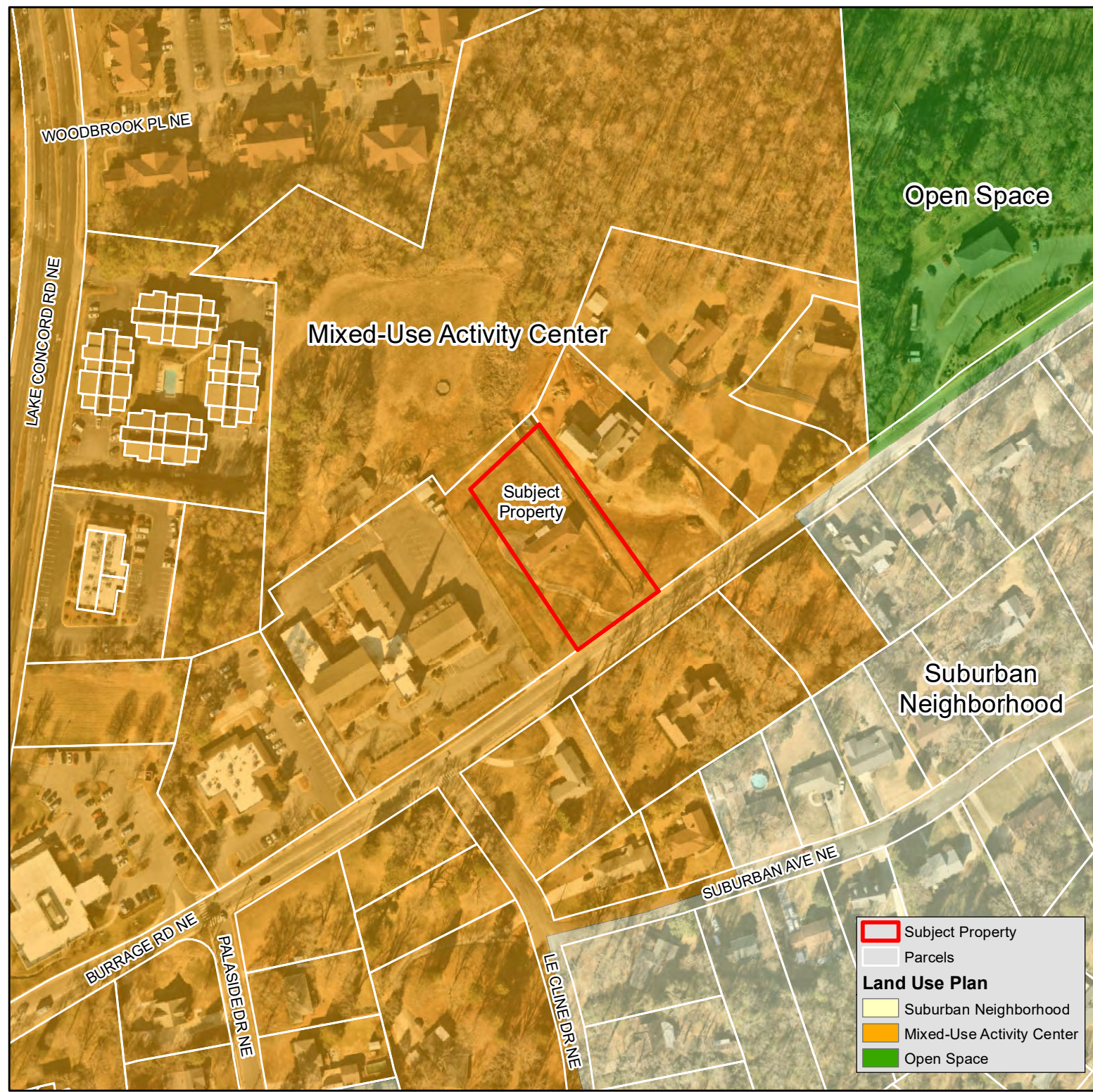
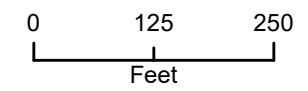
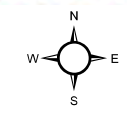
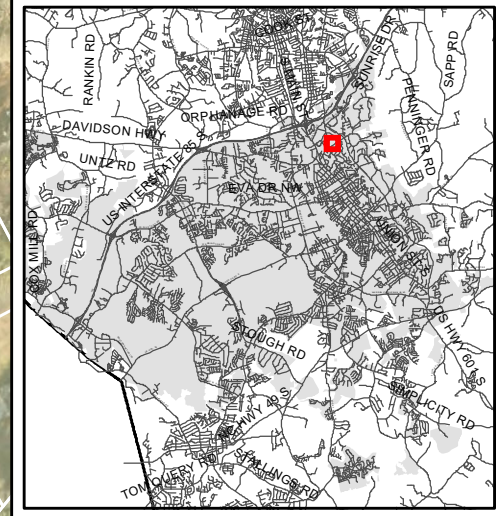
0 125 250
Feet



**Z-15-25
LAND USE PLAN**

**Rezoning application
O-I (Office-Institutional)
to
RM-1 (Residential Medium
Density)**

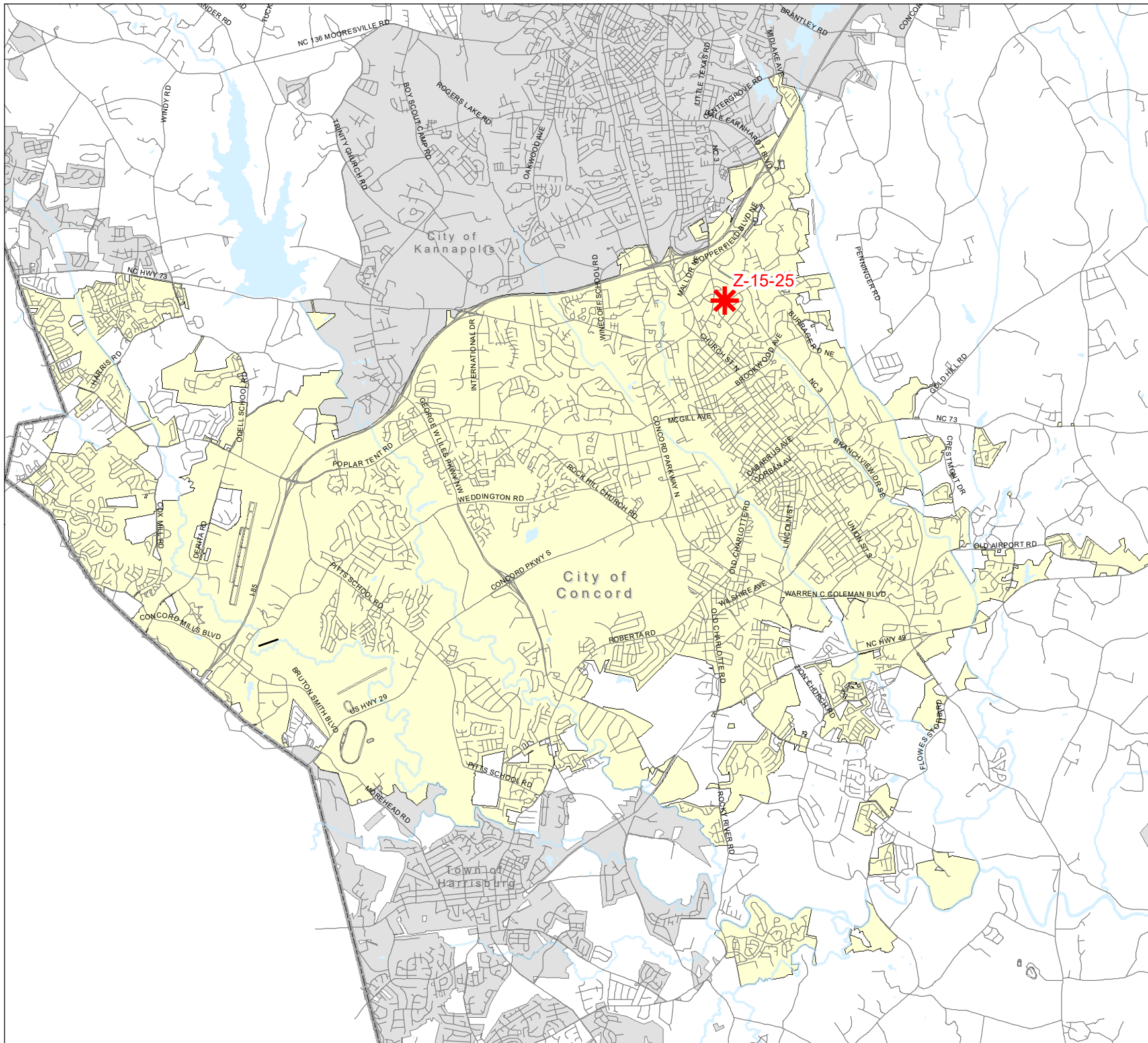
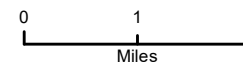
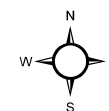
1012 Burrage Rd NE
PIN: 5621-48-4383



Z-15-25

1012 Burrage Rd NE

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



RESOLUTION AUTHORIZING THE PRIVATE SALE OF REAL PROPERTY

WHEREAS, North Carolina General Statute § 160A-279 permits the City to convey real property by private sale to any public or private entity which carries out a public purpose if the City is authorized by law to appropriate money to the public or private entity; and

WHEREAS, the City acquired a parcel of land located at 361 Fox Street SW, also identified as PIN 5620-92-6606, Tax ID No. 12-038-0215.00, and also being shown on deed from Barber-Scotia College, Incorporated to the City of Concord on 04/01/2025 in Deed Book 17368, at Page 186, of the Cabarrus County Registry ("Property") and is further described as follows:

Lying and being in Ward No. 4 of the City of Concord, Cabarrus County, North Carolina on the East side of Fox Street, and being Lot No. 2 as shown on a plat of the Third Division of the property of Cline Investment Co. of Concord, recorded in Map Book 16, at Page 40, in the Register of Deeds Office for Cabarrus County, North Carolina and is further identified as 361 Fox Street SW, PIN 5620-92-6606, on map titled, "Boundary Survey, Property of the City of Concord..." dated March 20, 2025 by the City of Concord Engineering Department."; and

WHEREAS, WeBuild Concord, Inc. ("WeBuild") is a North Carolina non-profit corporation organized and operated exclusively for charitable and public purposes and specifically for the public purpose of the provision of affordable housing in the City of Concord and surrounding areas; and

WHEREAS, the City of Concord conducted a study of the affordable housing market study in 2019 which showed, at the time, that Concord needs over 300 additional units of affordable housing to be built per year for the next ten years in order to meet the housing needs of its low to moderate income citizens. However, this study was conducted before the 2020 Census and pandemic. The 2020 Census revealed that Concord had a 33 percent increase in population since 2010. With a population well over 115,000, the numbers provided in the housing study are likely to be lower than the current actual need in the City; and

WHEREAS, WeBuild Concord, Inc. proposes to construct one affordable housing unit as follows:

5620-92-6606 – 0.086 acres, Zoning: R-C, 1 home.

Due to the condition of the land, infrastructure and horizontal construction needs, only 1 unit can be constructed. The average cost for WeBuild to construct single-family homes/townhomes ranges from \$160,000 – 245,000 based on infrastructure, specific horizontal construction needs of a property, and family size, and

WHEREAS, WeBuild bases the price of homes and/or rentals on the resident's income. For example, WeBuild's current home sales and rentals are occupied by residents in the following income categories and percentages:

- Below 60% AMI – 65 percent

- 60-80% AMI – 25 percent
- Up to 120% -10 percent

The home constructed on the subject property will be reserved for affordable housing for households earning 80 percent of the AMI and below. This household will pay a maximum of 30 to 33 percent of their household income on their mortgage or rent. All applicants must apply for homes through our application partner, Prosperity Unlimited, the lead HUD- certified counseling agency for Cabarrus County. Prosperity Unlimited documents income eligibility, homeownership or rental requirements, and other rules for affordable housing subsidies; and

WHEREAS, All phases of the project are estimated to be completed by 2030.

Environmental Phase: Up to one year

Design Phase: Up to one year (concurrent with Environmental Phase)

Architectural and Engineering: Up to one year

Pre-construction and construction phases – Up to four years (this may be performed in phases depending on final number of units and design); and

WHEREAS, all units reserved for low to moderate-income households will be for that purpose for a minimum of 20 years with minimum occupancy met for ownership or rental units and will be enforced by deed restrictions similar to the attached Exhibit A.

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

1. The City Council intends to convey the property described above through the private sale procedure outlined in North Carolina General Statute § 160A-267.
2. The City Clerk shall cause a notice of the proposed sale of the Property as follows to be published.:

WHEREAS, the City acquired a parcel of land located at 361 Fox Street SW, also identified as PIN 5620-92-6606, Tax ID No. 12-038-0215.00, and also being shown on deed from Barber-Scotia College, Incorporated to the City of Concord on 04/01/2025 in Deed Book 17368, at Page 186, of the Cabarrus County Registry ("Property") and is further described as follows:

Lying and being in Ward No. 4 of the City of Concord, Cabarrus County, North Carolina on the East side of Fox Street, and being Lot No. 2 as shown on a plat of the Third Division of the property of Cline Investment Co. of Concord, recorded in Map Book 16, at Page 40, in the Register of Deeds Office for Cabarrus County, North Carolina and is further identified as 361 Fox Street SW, PIN 5620-92-6606, on map titled, "Boundary Survey, Property of the City of Concord..." dated March 20, 2025 by the City of Concord Engineering Department." The property is also identified as 361 Fox Street SW, Concord, North Carolina 28025

The notice shall describe the property, and the terms under which the sale is to be made.

3. The consideration for the conveyance includes the following set of conditions, covenants, and restrictions, which shall be incorporated in the deed given by the City to WeBuild:
 - a. The conveyance shall include deed restrictions setting forth the public purpose of affordable housing in a form similar to the attached Exhibit A.
 - b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
 - c. The City will convey the Property subject to (1) 1,125 Sq. Ft. or 0.010 Acres, Permanent Utility Easement Area, and (2) 423 Sq. Ft or 0.010 Acres, Electric Utility Easement as shown on map titled, "Boundary Survey, Property of the City of Concord..." dated March 20, 2025 by the City of Concord Engineering Department.
 - d. The closing may be set not sooner than 10 days from the date of the publication of the notice.
4. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale in accordance with this resolution.

Adopted this _____ day of _____, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

[SEAL]

EXHIBIT A

G:\ENG\ENGINEERING PROJECTS\PROJECTS\2024\070 FOX ST POLK AVE STORM REPLACEMENT\SURVEY\DWG FILES\2024-070 CITY OF CONCORD BOUNDARY.DWG

CERTIFICATE OF PLAT APPROVAL

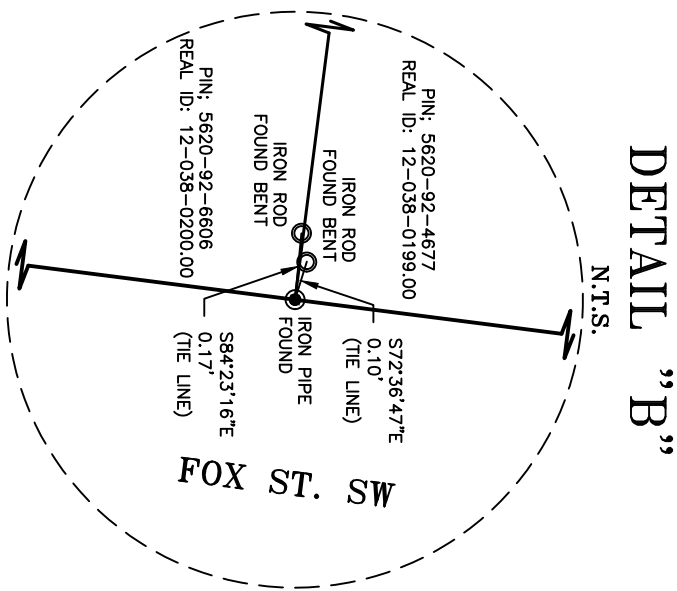
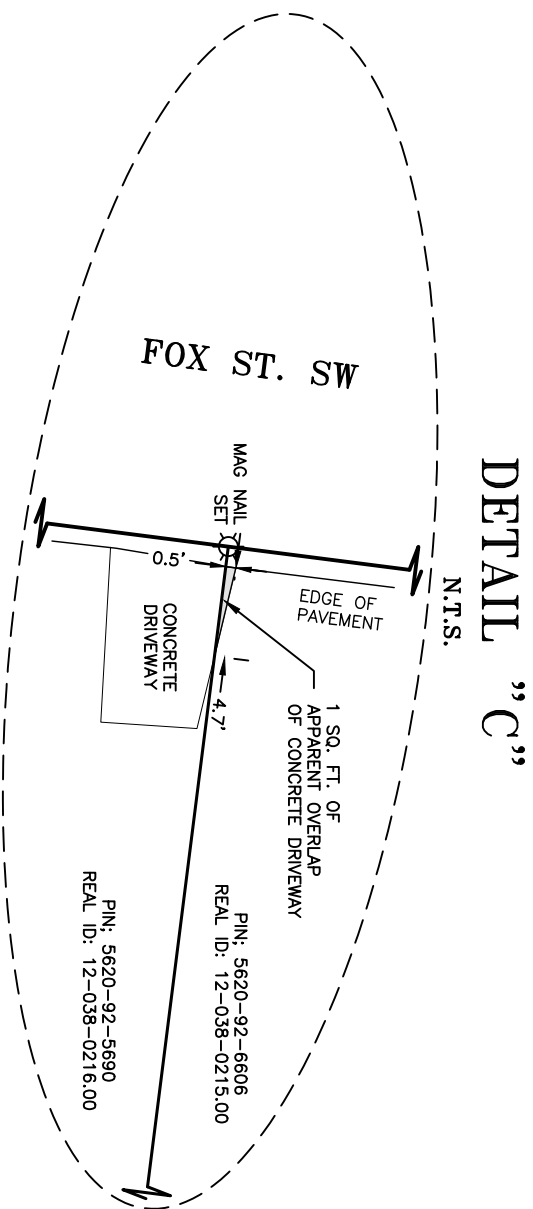
IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS,

DATE _____ DIRECTOR OF DEVELOPMENT SERVICES _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, REVIEW OFFICER CABARRUS COUNTY, N.C.,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS
ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____, _____ REVIEW OFFICER: _____



HEREON IN THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

I FURTHER CERTIFY THAT THIS MAP WAS PREPARED FOR THE PURPOSE OF RECORDING PARCELS OF LAND AND AN EXISTING STREET OR HIGHWAY OR CHANGING THE BOUNDARIES OF A LOT, TRACT, OR PARCEL OF LAND.

WITNESS MY HAND AND SEAL THIS 10TH DAY OF MARCH, 2025.

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

JUSTICE OF THE PEACE
LAND SURVEYOR
PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA REG. NO. L-55372

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

2. I FURTHER CERTIFY THAT THE RESERVE EASEMENT PARCELS OF LAND AND ANY INTERESTS THEREIN ARE AN EXISTING STREET.

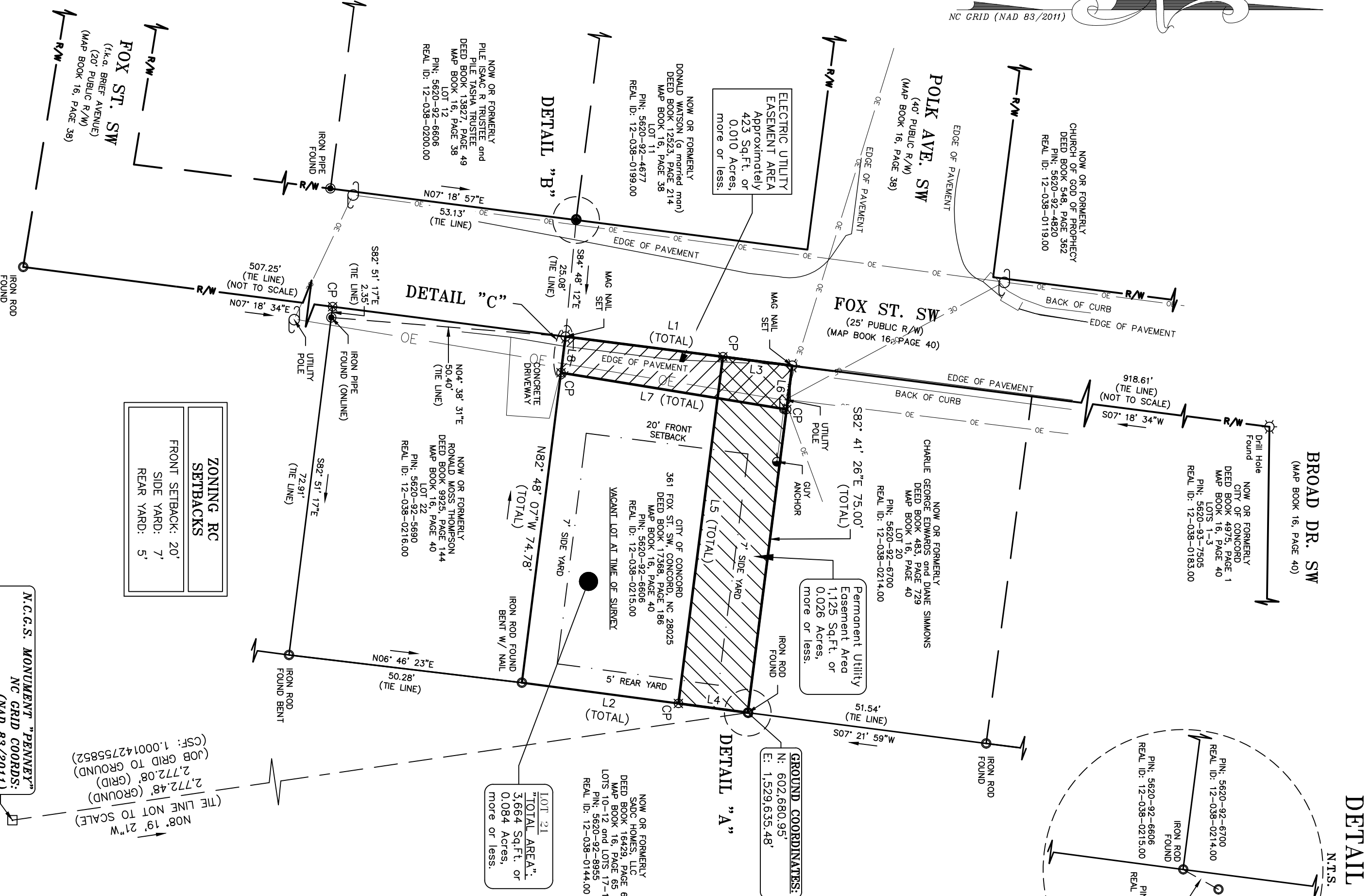
3. WITNESS MY HAND AND SEAL OF OFFICE, THE NUMBER AND DATE OF THIS MAP IS 2025.

**PRELIMINARY PLAT
FOR RECORDATION,
OR SALES**

PARCEL OR OR CHANGE

GO

CITY OF CONCORD ENGINEERING DEPARTMENT
635 ALFRED BROWN JR. COURT, SW
CONCORD, NC 28026-0308
704-920-5420 FAX 704-786-4521



Line Table		
Line #	Direction	Length
L1	N07° 18 34'E	49.00'
L2	S07° 33 48'W	48.86'
L3	N07° 18 34'E	15.00'
L4	S07° 33 48'W	15.00'
L5	N82° 41 26'W	74.93'
L6	S82° 41 26'E	9.45'
L7	S09° 13 51'W	49.01'
L8	N82° 46 07'W	7.81'

LEGEND:

LINES SURVEYED _____
 LINES NOT SURVEYED _____
 THE LINE _____
 RIGHT OF WAY _____
 SETBACK LINE _____
 OVERHEAD UTILITY LINE _____
 FOUND IRON PIPE _____
 FOUND IRON ROD _____
 NCSS MONUMENT _____
 "PENNEY"
 FOUND MONUMENT (AS NOTED) _____
 COMPUTED POINT _____
 UTILITY POLE _____
 ANCHOR _____

R/W
 OC

APPARENT OVERLAP AREA

 PERMANENT UTILITY
EASEMENT AREA

 ELECTRIC UTILITY
EASEMENT AREA

NOTES :

1. PROPERTY IDENTIFICATION NUMBER – PIN: 5520-92--6606.
2. TAX MAP IDENTIFICATION NUMBER #12-03N-0215.00.
3. REFERENCES – DEED BOOK 17368, PAGE 186 and MAP BOOK 16, PAGE 40.
4. SUBJECT PROPERTY IS ZONED – RC.
5. THE CITY OF CONCORD RESERVES UNTO ITSELF A PERMANENT PUBLIC UTILITY AREA, 1.125 SQ. FT. OR 0.026 ACRES, MORE OR LESS.
6. THE CITY OF CONCORD RESERVES UNTO ITSELF AN ELECTRIC UTILITY EASEMENT, 1.060 SQ. FT. OR 0.024 ACRES, MORE OR LESS.
7. ALL DISTANCES ARE HORIZONTAL, GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
8. AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
9. SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
10. THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREA, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710562000K, EFFECTIVE DATE NOVEMBER 16, 2018.
11. THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDLAND IN THE CAGABARUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47--30.2, MAPPING REQUIREMENTS.
12. THIS IS A BOUNDARY SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
13. THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83/2011).

EXEMPTION PLAT

BOUNDARY SURVEY

PROPERTY OF THE CITY OF CONCORD

LOT 21

"THIRD DIVISION LOT No's. 1 THRU 30
PROPERTY of CLINE INVESTMENTS CO. of CONCORD
SURVEY of TRACT No's. 9, 10, 11
AND PART of 12 & 13"

DEED BOOK 3271, PAGE 310; MAP BOOK 16, PAGE 40
PIN: 5520-92-6606; REAL ID: 12-038-0215.00
361 FOX ST. SW, CONCORD, NC 28025
No. 12 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA

SCALE 1" = 20' DATE: MARCH 20, 2025
PREPARED BY: JES CHECKED BY: DMM



ORD. #

ORDINANCE DIRECTING THE HOUSING CODE ENFORCEMENT
OFFICER TO VACATE, CLOSE, DEMOLISH, AND REMOVE THE
PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION
AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE
SAME MAY NOT BE OCCUPIED UNTIL REPAIRED

WHEREAS, the City Council of the City of Concord finds that the property described herein is unfit for human habitation under the Housing Code of the City of Concord and that all the provisions of the Housing Code of the City of Concord have not been complied with as a condition of the adoption of this ordinance; and

WHEREAS, said dwelling should be vacated, closed, demolished, and removed to meet the requirements of the Housing Code of the City of Concord as directed by the Housing Code Enforcement Officer, and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owners of said dwelling have been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code of the City of Concord in accordance with N.C.G.S. § 160D-1203(5) as provided in an order issued by the Housing Code Enforcement Officer on June 17, 2025 and the owners have failed to comply with the order.

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

Section 1. The Housing Code Enforcement Officer is hereby authorized and directed to place a sign containing the following language:

“THIS BUILDING IS UNFIT FOR HUMAN HABITATION; THE USE OR
OCCUPATION OF THIS BUILDING FOR HUMAN HABITATION IS
PROHIBITED AND UNLAWFUL. OCCUPATION OF A BUILDING SO
POSTED SHALL CONSTITUTE A MISDEMEANOR”

On the buildings owned by the Heirs of Myrtle W. Jones and located at the following address: 245 Bellhaven Place NW.

Section 2. The Housing Code Enforcement Officer is hereby authorized and directed to proceed to vacate, close, demolish, and remove the above-described dwelling in accordance with his order to the owner thereof dated June 17, 2025, and with the Housing Code of the City of Concord and N.C.G.S. § 160D-1203.

Section 3. It shall be unlawful for any person to remove said sign or placard or cause said sign or placard to be removed from any building to which it is affixed. It shall

likewise be unlawful for any person to occupy or to permit the occupancy of any building herein declared to be unfit for human habitation.

Section 4. The total cost of the demolition of the above-described dwelling, in accordance with this ordinance, shall constitute a lien against the subject property.

Section 5. This ordinance shall become effective September 11, 2025.

Adopted this the ____ day of _____, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, City Attorney

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2404
COMMERCIAL SERVICE TERMINAL APRON EXPANSION
AMENDMENT 1
August 28, 2025
PROJECT NO.: 2203-2404
315.0000004.062**

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

Scope of Services: Talbert, Bright & Ellington, LLC (TBE) the **CONSULTANT**, proposes to provide engineering, design and bidding services for the Commercial Service Terminal (CST) apron expansion project at the Concord-Padgett-Regional Airport (JQF).

The purpose of this effort is to provide an expansion of the existing concrete apron that serves the CST as depicted in the attached project exhibit. The dimensions of the expanded concrete apron will be approximately 450' x 280'. The proposed apron area will require embankment of up to thirty-five feet of fill. This fill material will be brought in from an offsite source. This project will require the installation of some drainage structures and piping, to convey the storm water down to the existing wet basin. A detention basin will be required due to the additional impervious area. This project will allow additional parking for the airlines that serve the airport. Additionally, the island between Taxiway "A2" and "A3" will be paved to allow easier access to the ramp. This effort includes design and bidding as depicted in the civil tasks listed in Exhibit 'A'.

Amendment 1 Scope of Services: This scope of services will provide ground survey, geotechnical investigation and additional design for a new stormwater detention facility that will be south of Taxiway 'A1'. The new facility will be designed for the commercial service terminal (CST) expansion program which includes the CST apron, and CST.

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 –Geotechnical Investigation

Geotechnical Investigation will include a maximum of 16 test borings within the proposed construction site. Proposed boring depths will extend to approximately 10 feet will be performed. These borings will be performed with a drill rig turning hollow stem augers and using Standard Penetration Test (SPT) procedures. Laboratory testing will include modified Proctor compaction tests, allowable soil bearing capacity, grain size analysis, Atterberg limits, and natural moisture content tests. Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data. The report will include a discussion of conditions found on the soils in the project area and will include subgrade CBR values for three (3) test borings. Conditions which could impact construction of the project will also be included.

- Geotechnologies

Not-to-Exceed \$18,944.10

Task 2 – Topographic Survey

The topographic survey will cover approximately Seventeen (17) acres that include the proposed construction site of the apron expansion and the existing detention basin. The survey will include locations of all visible planimetric features within the topo area. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement elevations will be surveyed at 25-foot stations at 25-foot intervals. Existing ground elevations will be surveyed at 50-foot stations at 50-foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 3 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

- Woolpert

Not-to-Exceed \$58,650.00

Special Services-Amendment 1

Task 1 –Geotechnical Investigation

Geotechnical Investigation will include a maximum of 11 additional test borings within the proposed stormwater detention basin site. Proposed boring depths will extend to approximately 15 feet will be performed. These borings will be performed with a drill rig turning hollow stem augers and using Standard Penetration Test (SPT) procedures. Laboratory testing will include modified Proctor compaction tests, allowable soil bearing capacity, grain size analysis, Atterberg limits, and natural moisture content tests. Upon completion of the field and laboratory investigation, an engineering report will be included which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement

and subsurface soil profile and strengths, photographs and laboratory data. The report will include a discussion of conditions found on the soils in the project area and will include conditions which could impact construction of the project.

- Geotechnologies

Not-to-Exceed \$17,461.40

Task 2 – Topographic Survey

The topographic survey will cover approximately Twenty-three (23) acres that include the proposed construction site of the stormwater detention basin. The survey will include locations of all visible planimetric features within the topo area. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement elevations will be surveyed at 25-foot stations at 25-foot intervals. Existing ground elevations will be surveyed at 50-foot stations at 50-foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided.

- Woolpert

Not-to-Exceed \$41,900.00

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The CST Apron Expansion (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$16,952.84**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$59,361.40**. The total value of this Work Authorization shall not exceed **\$76,314.24** without additional authorization.

Original Contract	\$484,395.40
Amendment 1	\$76,314.24
Total	\$560,709.64

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:

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

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

ATTEST BY:

ATTEST BY:

City Clerk



Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

COMMERCIAL SERVICE TERMINAL APRON EXPANSION - AMENDMENT 1 - PROPOSED DETENTION BASIN

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

July 21, 2025

DESCRIPTION	ESTIMATED
BASIC ENGINEERING SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 1,409.89
DESIGN PHASE (04)	\$ 15,542.95
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	\$ 16,952.84
EXPENSES	\$ -
TOTAL	\$ 16,952.84
SUBCONSULTANTS	\$ 59,361.40
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ -
SUBTOTAL	\$ 59,361.40
TOTAL	\$ 76,314.24

EXHIBIT 'A'

MANHOUR ESTIMATE

COMMERCIAL SERVICE TERMINAL APRON EXPANSION - AMENDMENT 1 - PROPOSED DETENTION BASIN

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

July 21, 2025

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
Preliminary project review w/ Owner	0	0	0	0	0	0	0	0	0	0
Prepare FAA preapplication	0	0	0	0	0	0	0	0	0	0
Coordinate with FAA/Owner	0	0	0	0	0	0	0	0	0	0
Develop project scope/contract/revisions	1	1	2	0	0	0	0	0	0	0
Coordinate with subconsultants	0	0	0	0	0	0	0	0	0	0
Project meetings	0	0	0	0	0	0	0	0	0	0
Determine project approach	0	0	0	0	0	0	0	0	0	0
Develop preliminary estimates	0	0	0	0	0	0	0	0	0	0
Prepare IFE Documents	0	0	0	0	0	0	0	0	0	0
MANHOUR TOTAL	1	1	2	0	0	0	0	0	0	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	ESTIMATED MHRS	COST
Principal	PRIN	\$	106	1 \$ 106
Senior Project Manager	SPM	\$	84	1 \$ 84
Project Manager	PM	\$	70	2 \$ 140
Engineer V	E5	\$	61	- \$ -
Engineer III	E3	\$	51	- \$ -
Engineer II	E2	\$	41	- \$ -
Engineer I	E1	\$	34	- \$ -
Technician V	T5	\$	48	- \$ -
Admin. Assistant V	AD5	\$	46	- \$ -
Admin. Assistant III	AD3	\$	21	- \$ -
	Total		4	
SUBTOTAL				\$ 330.00
Apply Multiplier of:				3.849
Overhead Subtotal:				\$ 1,270.17
Profit:		11%		\$ 139.72
TOTAL				\$ 1,409.89

DIRECT EXPENSES:

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

SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Geotechnical Investigation	LS	\$ 17,461.40	1	\$ 17,461.40
Design Survey	LS	\$ 41,900.00	1	\$ 41,900.00
SUBTOTAL				\$ 59,361.40

TOTAL PROJECT FORMULATION/DEVELOPMENT PHASE (01):

\$ 60,771.29

Page 6 of 17

Talbert, Bright & Ellington, Inc. 2203-2404

EXHIBIT 'A'

MANHOUR ESTIMATE

COMMERCIAL SERVICE TERMINAL APRON EXPANSION - AMENDMENT 1 - PROPOSED DETENTION BASIN

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

July 21, 2025

DESIGN PHASE (04)

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
PLANS										
Cover Sheet	0	0	0	0	0	0	0	0	0	0
Quantities and General Notes	0	0	0	0	0	0	0	0	0	0
Construction Safety and Phasing Plan	0	0	0	0	0	0	0	0	0	0
Demolition Plan	0	0	0	0	0	0	0	0	0	0
Geometric and Joint Layout Plan	0	0	0	0	0	0	0	0	0	0
Grading and Drainage Plan	0	0	0	0	0	0	0	0	0	0
Joint Elevation Plan	0	0	0	0	0	0	0	0	0	0
Erosion and Sediment Control Plan	0	0	0	0	0	0	0	0	0	0
Erosion and Sediment Control Details	0	0	0	0	0	0	0	0	0	0
Detention Plan	2	4	0	8	6	0	0	2	0	0
Drainage and Detention Details	0	0	0	2	2	4	0	0	0	0
Marking Plan and Details	0	0	0	0	0	0	0	0	0	0
Fencing Layout and Details	0	0	0	0	0	0	0	0	0	0
Electrical Layout Plan	0	0	0	0	0	0	0	0	0	0
Electrical Details	0	0	0	0	0	0	0	0	0	0
Miscellaneous Details	0	0	0	0	0	0	0	0	0	0
DESIGN										
FAA/State/Owner coordination	0	0	0	0	0	0	0	0	0	0
Pre-Design Meeting With Owner/FAA/Subs	0	0	0	0	0	0	0	0	0	0
CSPP Document	0	0	0	0	0	0	0	0	0	0
Pavement design	0	0	0	0	0	0	0	0	0	0
Grading Design	0	0	0	0	0	0	0	0	0	0
Drainage and Detention Design	2	4	0	10	8	6	0	0	0	0
Erosion Control Design	0	0	0	0	0	0	0	0	0	0
Specifications	0	0	0	0	0	0	0	0	0	0
Quantities	0	0	0	0	0	0	0	0	0	0
Design Review Meetings	0	0	0	0	0	0	0	0	0	0
Quality assurance plan	0	0	0	0	0	0	0	0	0	0
Permitting - NCDEQ, City	0	0	0	0	0	0	0	0	0	0
Revisions	0	0	0	0	0	0	0	0	0	0
Design engineer's report	0	0	0	0	0	0	0	0	0	0
MANHOUR TOTAL	4	8	0	20	16	10	0	2	0	0

EXHIBIT 'A'

MANHOUR ESTIMATE

COMMERCIAL SERVICE TERMINAL APRON EXPANSION - AMENDMENT 1 - PROPOSED DETENTION BASIN

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

July 21, 2025

DESIGN PHASE (04)

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE		ESTIMATED MHRS	COST
Principal	PRIN	\$	106	4	\$ 424
Senior Project Manager	SPM	\$	84	8	\$ 672
Project Manager	PM	\$	70	-	\$ -
Engineer V	E5	\$	61	20	\$ 1,220
Engineer III	E3	\$	51	16	\$ 816
Engineer II	E2	\$	41	10	\$ 410
Engineer I	E1	\$	34	-	\$ -
Technician V	T5	\$	48	2	\$ 96
Admin. Assistant V	AD5	\$	46	-	\$ -
Admin. Assistant III	AD3	\$	21	-	\$ -
			Total	60	
SUBTOTAL					\$ 3,638.00

Apply Multiplier of:

3.849

Overhead Subtotal:

\$ 14,002.66

Profit:

11%

\$ 1,540.29

TOTAL

\$ 15,542.95

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Telephone	LS	\$ -	1	\$ -
Permitting Fees	LS	\$ -	1	\$ -
Miscellaneous expenses (prints, faxes, copies)	LS	\$ -	1	\$ -
Travel	LS	\$ -	1	\$ -
SUBTOTAL				\$ -

SUBCONTRACTED SERVICES:

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

TOTAL DESIGN PHASE (04):

\$ 15,542.95

EXHIBIT 'A'

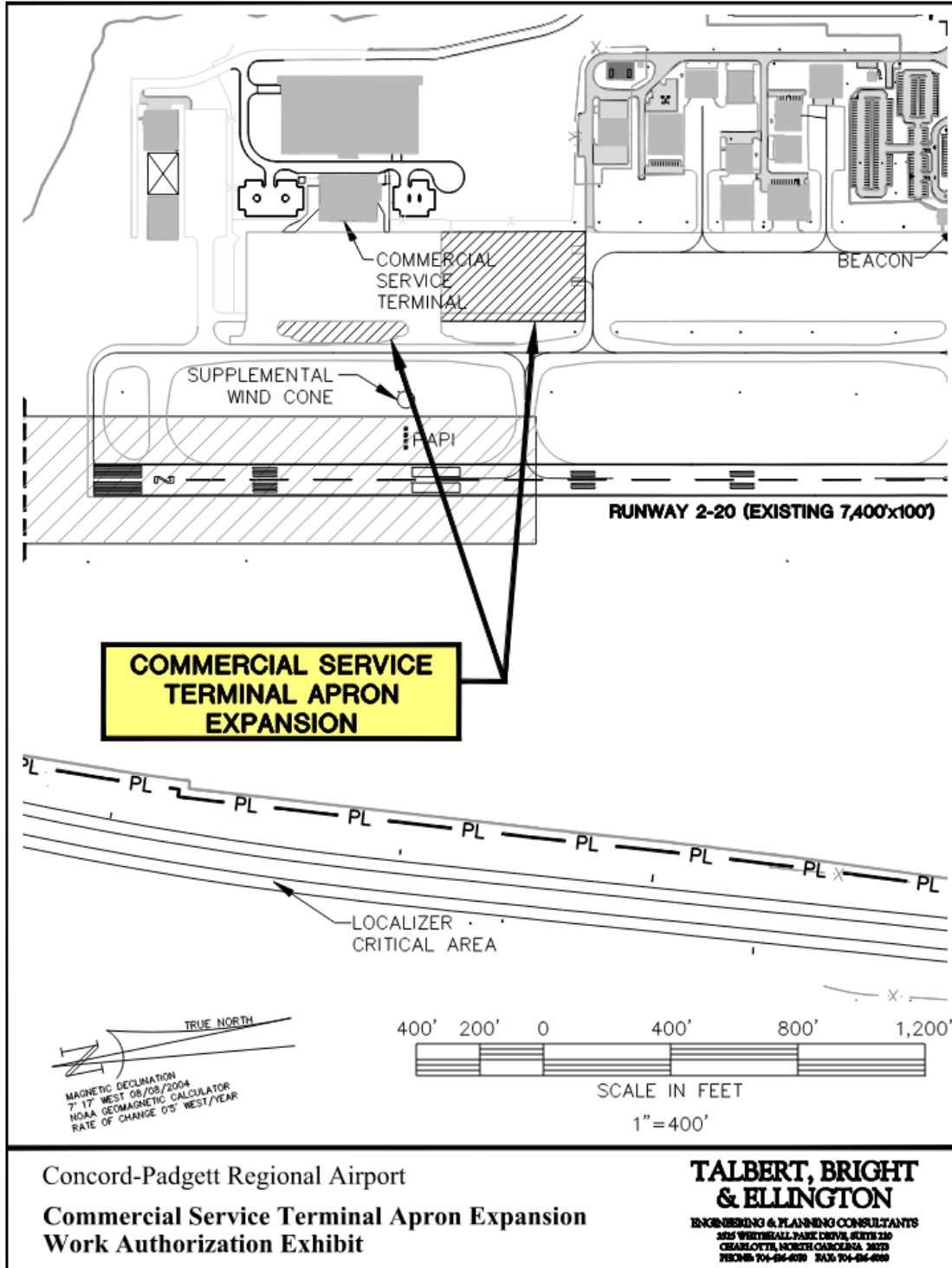


EXHIBIT 'A'



June 11, 2025

Mr. Brian Salyers, P.E.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive, #210
Charlotte, North Carolina 28273

Reference: Service Proposal for Subsurface Investigation
Commercial Services Apron Expansion
Concord-Padgett Regional Airport
Concord, North Carolina
TBE Project No. 2203-2404
GeoTechnologies Proposal No. 124-0367, revised June 11, 2025

Dear Mr. Salyers:

GeoTechnologies, Inc. is pleased to submit this proposal to provide a subsurface investigation for the proposed Commercial Services Apron Expansion project at Concord-Padgett Regional Airport in Concord, North Carolina. The following Service Proposal presents our understanding of the project, our approach to the services, and estimated fees for our services.

STATEMENT OF QUALIFICATIONS

GeoTechnologies, Inc. was formed in January 1992 as a professional engineering firm to provide geotechnical engineering and construction materials testing for the engineering, architectural and construction industry. The firms founding partners have more than 100 years combined experience in geotechnical engineering and materials testing. Project experience includes thousands of projects in the public and private sectors ranging from small residential structures to major industrial projects. GeoTechnologies has completed over 20,000 projects throughout the Southeast and Mid-Atlantic states since its founding in 1992. GeoTechnologies offers a full range of geotechnical and materials testing with a present staff of 45 employees.

Airport Experience. Since its founding in 1992, GeoTechnologies, Inc. has provided geotechnical engineering and quality control/assurance testing for over 600 FAA and State sponsored projects with construction costs between \$200,000 and \$4 million. Employees of GeoTechnologies have a total combined airport experience of over 800 projects with construction costs of \$200,000 to \$50 million. Services provided on these projects have included:

1. Geotechnical Subsurface Investigations and Foundation Design Recommendations for New Terminal Facilities and other Airport Related Facilities.
2. Pavement Condition Surveys Including Recommendations for Rehabilitation and Overlay Designs.
3. Quality Assurance Testing During Construction
4. Resident Inspection Services During Construction
5. Analysis of Materials Problems

GeoTechnologies' employees have prior pavement and subsurface experience at Concord-Padgett Regional Airport. Through all our project experience, members of our staff have become very familiar with the high degree of quality required on airport related projects. GeoTechnologies is accredited through the AASHTO Re:Source Program for the laboratory services required for this project.

3200 Wellington Court, Suite 108 • Raleigh, North Carolina 27615 • Phone 919-954-1514 • Fax 919-954-1428 • www.geotechpa.com

EXHIBIT 'A'

Talbert, Bright & Ellington, Inc.
Concord-Padgett Regional Airport – Commercial Services Apron Expansion
June 11, 2025
Page: 2

SCOPE OF WORK

Based on a RFP provided by Talbert, Bright & Ellington we understand that the commercial services apron will be expanded to the north to the existing southern edge of the general aviation apron. Our approach to the services will consist of the following:

1. A total of 16 borings have been requested for the apron expansion. Boring locations will be marked by an engineer and any pavements pre-cored to preclude damage during drilling. Utility locating by a private utility locator will be arranged. One boring is located within the pavements of the access drive between the general aviation apron and commercial services apron.
2. A total of 11 additional borings have been requested for a proposed stormwater basin. The site for the basin is wooded and clearing will be required. We understand that there are several gates in the perimeter fence near the site to allow access.
3. In-place CBR tests shall be performed at subgrade on pavement borings using a dynamic cone penetrometer (DCP, Kessler).
4. Borings will be advanced with an offroad or truck/trailer-mounted drill rig turning hollow stem augers and sampling at regular intervals using Standard Penetration Test (SPT) techniques. Several borings for the expansion are located at the base of steep slopes and may be inaccessible by drill rig. If necessary, borings will be advanced using hand augers with stiffness and consistency evaluated at regular intervals with a DCP (Sowers).
5. Borings for the apron expansion will be extended to a minimum of 10 feet. Borings for the stormwater basin will be extended to a minimum of 15 feet. We have budgeted time and drilling footage to add or extend borings as needed depending on the conditions encountered.
6. All test borings will be backfilled, packed, and pavement borings patched after they are completed and by the end of each day. Pavements will be swept to remove any FOD. No bore holes will be left open overnight. Bulk samples will be collected from the near surface soils for laboratory testing.
7. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing.
8. Laboratory testing will include but not be limited to modified Proctor (ASTM D-1557), laboratory soaked CBR tests (ASTM D-1883), Atterberg limits tests ASTM (D-4318), Grainsize-Wash #200 Sieve (ASTM D-6913/1140), and Natural Moisture Content Tests (ASTM D-2216). Laboratory testing for the basin may include standard Proctor tests (ASTM D-698), Atterberg limits tests ASTM (D-4318), Grainsize-Wash #200 Sieve (ASTM D-6913/1140), Natural Moisture Content Tests (ASTM D-2216), and remolded permeability tests (ASTM D-2434).

Vehicles will be marked with amber beacons or white and orange checkered flags while operating on the airfield. Airport radio frequencies will also be monitored while on-site.

Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of borings, test boring data including subsurface soil profile and strengths, and laboratory data. The report will include a discussion of conditions encountered in the borings. Conditions which could impact site development and pavement construction will be discussed.

ANTICIPATED SCHEDULE

We anticipate that the field work will require 3 to 5 days including flagging borings, utility locating, and drilling. We will contact the airport manager prior to mobilization to schedule discuss our work plan and procedures for accessing the airfield.



EXHIBIT 'A'

Talbert, Bright & Ellington, Inc.
Concord-Padgett Regional Airport – Commercial Services Apron Expansion
June 11, 2025
Page: 3

Laboratory testing will require approximately 2 weeks. Report generation can be completed within 1 week of completion of the field work and laboratory testing. Based on our current work load, we are prepared to mobilize to the site within approximately 3 weeks of notice to proceed.

FEE ESTIMATE

Services provided by GeoTechnologies shall be in accordance with GeoTechnologies' Schedule of Fees and the attached Fee Estimate. This Fee Estimate expires 365 days from the submittal date of this Service Proposal and GeoTechnologies reserves the right to re-evaluate and/or re-issue this Fee Estimate if expiration occurs prior to the execution of the Agreement for Services or commencement of the Services.

GeoTechnologies reserves the right to require up to a fifty percent Fee deposit prior to the commencement of Services or prior to the submittal of Documents, per company policy guidelines. If a Fee deposit is required for this project, it is noted on the attached Fee Estimate.

A cost estimate is included as Table 1 for your review. Based on our understanding of the Services being requested, we have estimated our Fee for the investigation to be approximately \$36,405.50. We will not exceed the estimated cost without direct authorization by the Engineer and will only invoice for the actual time and tests performed. Unit rates included in this proposal are valid for a period of 356 days from the proposal date.

AUTHORIZATION

If this Service Proposal is acceptable, please submit your Agreement for Services so it may be finalized prior to the request for Services. If for any reason the Client or an appointee of the Client should request GeoTechnologies to perform Services prior to the issuance and receipt of the Agreement for Services, GeoTechnologies reserves the right to withhold and/or delay its Services to the project until an Agreement for the Services has been received and finalized.

GeoTechnologies reserves the right to suspend Services, including the submittal of Documents, any time an invoice for Services remains unpaid more than 90 days. GeoTechnologies shall have no liability for delays, nor for costs, expenses, or damages associated with any such suspension of Services or non-submittal of Documents.

GeoTechnologies, Inc. appreciates this opportunity to present our proposal to Talbert & Bright, Inc. If you have any questions concerning our proposal, please do not hesitate to contact us.

Sincerely,

GeoTechnologies, Inc.



Conrad E. Harris, P.E.
Senior Engineer



EXHIBIT 'A'

Talbert, Bright & Ellington, Inc.
Concord-Padgett Regional Airport – Commercial Services Apron Expansion
June 11, 2025
Page: 4

TABLE 1

FEE ESTIMATE

Proposal for Pavement & Subsurface Investigation

Commercial Services Apron Expansion
Concord-Padgett Regional Airport
Concord, North Carolina
TBE Project No. 2203-2404

GeoTechnologies Proposal No. 124-0367, revised 6/11/25

Drilling & Coring Services (2-person crews)

1	Mobilization Drill Rig & Crew, Lump Sum	\$	1,800.00
180	Feet, Standard Test Boring @ \$17.00 Per Foot	\$	3,060.00
3	Bulk Samples @ \$100.00 Each	\$	300.00
1	Day Per Diem @ \$135.60 Per Person Per Day	\$	271.20
1	Mobilization Coring Equipment & Hand Auger Crew, Lump Sum	\$	1,000.00
6	Hours, Coring & Hand Auger Crew @ \$250.00 Per Hour	\$	1,500.00
1	Large Diameter Core Holes Patched @ \$50.00 Each	\$	50.00
1	Day Per Diem @ \$135.60 Per Person Per Day	\$	271.20

Laboratory Services

3	Modified Proctor Tests @ \$165.00 Each	\$	495.00
3	Laboratory CBR Tests @ \$155.00 Each	\$	465.00
3	Atterberg Limits Tests @ \$95.00 Each	\$	285.00
3	Grain Size Analysis - Wash #200 @ \$95.00 Each	\$	285.00
32	Natural Moisture Content @ \$12.00 Each	\$	384.00

Engineering Services - Boring Layout, Site Reconnaissance, Drilling Supervision, Report

26	Hours, Staff Engineer @ \$140.00 Per Hour	\$	3,640.00
630	Miles Trip @ \$0.67 Per Mile	\$	422.10
1	Day Per Diem @ \$135.60 Per Day	\$	135.60
1	Utility Locating, Lump Sum	\$	2,750.00
10	Hours, Senior Engineer @ \$165.00 Per Hour	\$	1,650.00
2	Hour, Drafting Time @ \$90.00 Per Hour	\$	180.00

Subtotal: \$ 18,944.10

Additional - Stormwater Basin

200	Feet, Standard Test Boring @ \$17.00 Per Foot	\$	3,400.00
1	Day Per Diem @ \$135.60 Per Person Per Day	\$	271.20
1	Clearing, Lump Sum	\$	5,800.00
3	Standard Proctor Tests @ \$145.00 Each	\$	435.00
3	Atterberg Limits Tests @ \$95.00 Each	\$	285.00
3	Grain Size Analysis - Wash #200 @ \$95.00 Each	\$	285.00
3	Permeability Tests (remold) @ \$750.00 Each	\$	2,250.00
22	Natural Moisture Content @ \$12.00 Each	\$	264.00
24	Hours, Staff Engineer @ \$140.00 Per Hour	\$	3,360.00
2	Days Per Diem @ \$135.60 Per Day	\$	271.20
4	Hours, Senior Engineer @ \$165.00 Per Hour	\$	660.00
2	Hour, Drafting Time @ \$90.00 Per Hour	\$	180.00

Subtotal: \$ 17,461.40

Total: \$ 36,405.50

Mileage and Per Diem based on NCDOT Maximum Allowable Non-Salary Direct Costs - January 1, 2024



EXHIBIT 'A'



June 9, 2025

Charles Brian Salyers, P.E.
Talbert, Bright & Ellington
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273

RE: Proposal: Additional Topographic Survey Commercial Service Terminal Apron Expansion

Dear Mr. Salyers:

We appreciate the opportunity to provide a proposal for supporting Talbert, Bright & Ellington with surveying services at the Concord-Padgett Regional Airport, (JQF) in Concord, North Carolina.

Project Understanding

Woolpert understands that Talbert, Bright, & Ellington, Inc. is preparing a contract modification for the design of the "Commercial Service Terminal Apron Expansion" project at the Concord-Padgett Regional Airport, Concord, North Carolina. Talbert, Bright, & Ellington, Inc. requires a topographic and planimetric survey as defined below.

Note: Woolpert understands that this survey is for design purposes only and is not required to be in compliance with AC 150/5300-16, 17 or 18.

Scope

1. Woolpert will compile Topographic and planimetric information for the survey limits, approximately 23 acres, as outlined in Exhibit A (attached). One-foot contours will be included in all areas as defined in Exhibit A.

Note: The topographic survey near Rocky River will extend to the nearest top of bank of the stream, and not include within the stream banks.

2. Woolpert will collect ground shots taken on an even twenty-five (25) foot grid for ***All*** pavements (including runway, taxiways, taxilanes, aprons, and access roads) throughout the project limits. Woolpert will utilize UAS to collect 400 pts/m² (or denser) LiDAR data which will be used to provide ground cross sections on a fifty (50) foot grid. Spot elevations will also be obtained at all breaks in grade. Drainage features will be depicted by top, toe, and center fault lines.

Note: Spot elevations will be given to ±0.01 feet for paved sections and ±0.1 feet for turfed sections.

3. Woolpert will Locate all existing (above ground/visible) utilities within the project limits. Locations of all utilities will be provided with top elevations, inverts, inside pipe diameters, pipe and manhole construction materials, etc. Any drainage or outfall lines existing within the project limits will be traced to the next junction point outside the project limits.

11301 Carmel Commons Blvd., Suite 300
Charlotte, NC 28226
704.526.3018

EXHIBIT 'A'



Woolpert will locate the following utilities within the mapping limits;

- Stormwater structures, with top elevations, inverts, inside pipe diameters, pipe and manhole construction materials. Any drainage or outfall lines within the project limits will be traced to the next junction point outside the project limits

Note: Woolpert will not locate buried/underground utilities for this project. However, this service can be provided for an additional fee if requested.

4. Woolpert will establish four (3) benchmarks, set at various locations outside the project limits. These benchmarks will be used by the contractor for construction and as-builts. Vertical control will be based on U.S. Coastal and Geodetic Datum (NAVD 88). Horizontal control will be based on state plane coordinate system (NAD 83).
5. Maps will be produced in accordance with national map standards.
6. This scope and fee proposal includes three (3) additional days of surveying for any unforeseen issues

GENERAL:

1. Woolpert will deliver an AutoCAD Release 2020 minimum drawing file for Talbert, Bright & Ellington, Inc.'s use. All spots will be on a separate layer and contain an attribute for elevation(s) and point description. A DTM surface will be submitted including all contours and spots for Talbert, Bright & Ellington, Inc.'s use. All contours will be polylines with intermediate and index layers. The .xml file used to create the runway and shoulder contours will also be provided to Talbert, Bright & Ellington, Inc. The layers in the drawing shall be in accordance with Talbert, Bright & Ellington, Inc.'s layer convention. An ASCII or text file of the point information shall also be provided.
2. All crew members will be required to be badged. The badges can be obtained from the airport, once online testing and background checks have been completed.
3. All crews working in the active aircraft operational areas shall have aviation band radios and monitor the airport ground frequency 121.75 MHZ at all times. All activities on the airfield shall be coordinated with the ATCT, Owner, and the Engineer. It is anticipated that required work within the taxiway safety areas will be accomplished with ATCT coordinated "pull backs". The work crews shall be prepared to clear the safety areas during aircraft operation.
4. Woolpert is in compliance with Title VI Assurances.
5. Woolpert does have General Liability Insurance with a minimum coverage of \$1,000,000.00.

Deliverables:

- Point Cloud classified into ground and non-ground feature classes.
- AutoCAD (*.dwg) file that contains surface model and XML (*.xml) of the project site utilizing a 3-ft grid spacing.
- Deliverables will be received 30 business days after completion of acquisition.

June 9, 2025

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EXHIBIT 'A'



Additional Conditions & Assumptions

- Analysis of airspace restrictions indicates there are FAA restrictions on the site for UAS acquisition and approval is expected to be a factor in project success. An Airspace Authorization granted by the FAA in coordination with local ATC is required for UAS operations to commence and will not be planned until Authorization has been granted.
- A final, on-site airspace review will take place to ensure airspace has not changed (i.e. TFR).
- To ensure safety, it is anticipated RWY 04R/22L and the impacted parallel Taxiway will be NOTAM-closed for the duration of the UAS flight (estimated to be 3 hours).
- UAS operations may be conducted at night.
- All UAS operations will be in compliance with FAA Part 107.
- UAS operations will not be conducted inside or under any infrastructure.
- Site access will be granted by Stanley County Airport. This includes any potential, site-specific training, and escort on-site.
- Weather conditions may impact flight schedules. Additional costs for re-flights due to weather will be avoided as much as possible, however in certain circumstances, additional costs may be unavoidable. These situations will be discussed with the client as soon as they are identified.

Lump Sum Fee Breakdown

Lump Sum Fee: JQF Additional Topographic Survey Commercial Service Terminal Apron Expansion	
Labor	\$38,800.00
Direct Expenses	\$3,100.00
Project Total =	\$41,900.00

Woolpert estimates the entire project to take 3 months from the date of notice to proceed to the delivery of the final survey data. The proposed fee estimate is valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (704.526.3018).

Sincerely,

Woolpert, Inc.
Paul F. Akers, PLS, PMP
Aviation Project Manager
Senior Associate

Woolpert, Inc.
Justin Ness, PLS
Aviation Geospatial Practice Manager
Senior Associate

June 9, 2025

3

EXHIBIT 'A'



Exhibit A: Limits of Additional Survey



Commercial Service Terminal Apron Expansion
Additional Survey RFP

June 9, 2025

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AGREEMENT OVERVIEW

NORTH CAROLINA
CABARRUS COUNTY

DATE: 8/4/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-5956

AND

WBS ELEMENTS: CON 46891.3.1

CITY OF CONCORD

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP PROJECT (“Project”): This Project consists of realigning Union Cemetery Road to intersect US 29 at SR 1414 (Rock Hill Church Road) and construct improvements along US 29 from 0.6 miles West of SR 1414 (Rock Hill Church Road) to just East of SR 1414 (Rock Hill Church Road).

ADDITIONAL WORK (“Additional Work”): Construct sidewalks along: south side of Union Cemetery Road from US 29 (Concord Parkway) to Sunderland Road; north side of Union Cemetery Road from US 29 (Concord Parkway) to existing Union Cemetery Road; and west side of existing Union Cemetery Road from Union Cemetery Road to the end of the project.

ESTIMATED COST OF THE ADDITIONAL WORK: \$375,283.50

COSTS TO OTHER PARTY: \$187,641.75

DEPARTMENT’S FUNDING: \$187,641.75

PAYMENT TERMS: The Department will invoice the City of Concord upon completion of the Project.

MAINTENANCE: City of Concord

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina,

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000026278**

hereinafter referred to as the **Department** and the City of Concord, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

DRAFT

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the Additional Work, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said Additional Work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for Additional Work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out.

NOW, THEREFORE, this Agreement states the promises and undertakings of each of the **Parties** as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and construction as shown in the **PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK** Provision and payment as shown in the **COSTS AND FUNDING FOR ADDITIONAL WORK** Provision.

III. PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK

A. PLANNING, DESIGN, AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

- ii. The **Department** will be responsible for preparing the project plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Additional Work in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that the municipally-owned water and sewer lines are owned by **Cabarrus County**, therefore a separate Utility Agreement will be prepared with **Cabarrus County**. The **Municipality** shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Municipality** shall be responsible for maintaining all of the sidewalks.
- ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
- iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING FOR ADDITIONAL WORK

A. ADDITIONAL WORK COSTS

At the request of the **Municipality** and in accordance with the **Department's** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other Additional Work as indicated in the Table below. Said work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality
Sidewalks	\$ 187,641.75
Total Estimated Cost to Municipality	\$ 187,641.75

The estimated share of the Additional Work is \$375,283.50. The **Parties** understand that this is an estimated cost and subject to change.

B. ADDITIONAL WORK FUNDING AND PAYMENT

The **Municipality** has agreed to participate in the Additional Work costs as follows:

- i. The estimated cost of the Additional Work is \$375,283.50. The **Municipality** shall participate in 50% of actual costs. The **Department** will participate in 50% of actual costs. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

C. PAYMENT BY THE MUNICIPALITY

- i. Upon completion of the Project, the **Department** will calculate actual costs and bill the **Municipality** per the **COSTS AND FUNDING FOR ADDITIONAL WORK** Provision. The **Municipality** shall reimburse the **Department** within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23.
- ii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached

“Remittance Guidance”. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

- iii. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality’s** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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1000026278**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

CITY OF CONCORD

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000026278**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

CITY OF CONCORD

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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Signature Pages

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the “State”), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic (“Pharmaceutical Supply Chain Participants”); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement (“MOA”) is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina’s share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Bankruptcy Resolutions”); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms “Bankruptcy Resolution,” “MOA,” “Pharmaceutical Supply Chain Participant,” “State,” and “State-Subdivision Agreement” are defined in the recitals to this MOA.

“Coordination group” refers to the group described in **Section E.7** below.

“County Incentive Fund” is defined in **Section G** below.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

“Incentive Eligible Local Government” is defined in **Section G** below.

“Local Abatement Funds” are defined in **Section B.2** below.

“Local Government” means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

“MDL Matter” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

“MDL Parties” means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

“National Settlement Agreement” means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

“Parties” means the State of North Carolina and the Local Governments.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State Abatement Fund” is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State (“State Abatement Fund”), (ii) 80% to abatement funds established by Local Governments (“Local Abatement Funds”), and (iii) 5% to a County Incentive Fund described in **Section G** below.
3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter’s Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
4. Municipal allocations. Within counties and municipalities:

- a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
 - b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
 6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

- a. Option A.
 - i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.
- b. Option B.
 - i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
 - iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
 - iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
 - v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.
 - a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
6. Reporting.
 - a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
 - b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
 - c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.
 - e. Compliance and non-compliance.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
2. Amendments to MOA.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.
9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina,
followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file,
the signature pages are in a separate document.

**EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKEHOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with “lived experience.” Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - ii. Whether the Local Government’s expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
- i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

**EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT**

NOTE: The Exhibit E Annual Financial Report was modified by the NC MOA Coordination Group on July 12, 2023 pursuant to the authority stated in MOA Exhibit D.

Local governments subject to this MOA are required to comply with the modified Exhibit E Annual Financial Report, starting with the Fiscal Year 2022-2023 report that is due no later than September 27, 2023.

To view the modified Exhibit E Annual Financial Report, visit <https://www.morepowerfulnc.org/>, click on Opioid Settlements / NC Memorandum of Agreement, and scroll down to “Exhibit E Annual Financial Report (as modified by the NC MOA Coordination Group on July 12, 2023).”

To learn more about the NC MOA Coordination Group, visit <https://www.morepowerfulnc.org/> and click on Opioid Settlements / NC MOA Coordination Group.

Any questions may be addressed to NC DOJ at opiodsettlement@ncdoj.gov.

EXHIBIT F TO NC MOA: IMPACT INFORMATION

NOTE: The Exhibit F Annual Impact Report was modified by the NC MOA Coordination Group on June 21, 2023 pursuant to the authority stated in MOA Exhibit D.

Local governments subject to this MOA are required to comply with the modified Exhibit F Annual Impact Report, starting with the Fiscal Year 2022-2023 report that is due no later than September 27, 2023.

To view the modified Exhibit F Annual Impact Report, visit <https://www.morepowerfulnc.org/>, click on Opioid Settlements / NC Memorandum of Agreement, and scroll down to “Exhibit F Annual Impact Report (as modified by the NC MOA Coordination Group on June 21, 2023).”

To learn more about the NC MOA Coordination Group, visit <https://www.morepowerfulnc.org/> and click on Opioid Settlements / NC MOA Coordination Group.

Any questions may be addressed to NC DOJ at opioidsettlement@ncdoj.gov.

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**EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS**

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**INTERLOCAL AGREEMENT TO POOL NATIONAL OPIOID LITIGATION
SETTLEMENT PROCEEDS**

This Interlocal Agreement ("Agreement") is effective as of this ____ day of _____, 2025, by and between the City of Concord, a municipal corporation organized under laws of the State of North Carolina ("City") and Cabarrus County ("County"), a political subdivision of the State of North Carolina.

RECITALS

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, Cabarrus County, among other local governments in North Carolina, joined with thousands of other local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies to hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice negotiated settlements on behalf of the State of North Carolina and local governments within the state to provide for the equitable distribution of proceeds resulting from the national settlement; and

WHEREAS, the State and local governments share a common desire to abate, alleviate and remediate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, a Memorandum of Agreement (NC MOA) was executed by the North Carolina Department of Justice and numerous local governments, including the City of Concord and Cabarrus County in 2021, which terms of each party's NC MOA requires any settlement funds received be utilized only for specifically enumerated opioid remediation activities; and

WHEREAS, given the unique role of counties in North Carolina providing public health services, including those related to fighting drug addiction, some North Carolina cities and towns have determined that their share of annual national opioid litigation settlement funds pursuant to the NC MOA, should be re-directed to the county in which the town or city is located, and

WHEREAS, under Article 20 of Chapter 160A of North Carolina General Statutes, as amended, cities and counties are authorized to jointly enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, pursuant to section B.4.b. of the MOA, the City may direct opioid settlement proceeds governed by the NC MOA and allocated to the City for remediation (“City Settlement Proceeds”) to the County along with all rights and responsibilities concerning these proceeds; and

WHEREAS, the County and the City wish to enter into an agreement in which the City directs City Settlement Proceeds from the National Opioid Settlement Funds to the County, and in return the County agrees to use any current or future opioid settlement proceeds transferred or re-directed from the City as required in the NC MOA.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the County and the City agree as follows:

1. The NC MOA is attached to this Agreement and is incorporated herein by reference as Exhibit 1: Memorandum of Agreement (NC MOA). Each reference to this Agreement shall be deemed to include all Exhibits.
2. The resolution required by section E.6 of the MOA is attached to this Agreement and is incorporated herein by reference as Exhibit 2: Resolution.
3. Funding. As authorized by the NC MOA, the City requests that the County utilize the City Settlement Proceeds received by the City prior to July 1, 2023, in the amount of \$200,000.00, from the National Opioid Settlement Funds in the manner allowed by Ex. A to the NC MOA, specifically, as follows:
 - a. Name of strategy: Evidence-based addiction treatment
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 2
 - d. Amount authorized for this strategy: \$200,750.17 and any interest accruing prior to transfer of the funds to the County
 - e. Period of time during which expenditure may take place:
Start date: Upon receipt of funds from the City of Concord
End date: June 30, 2027
 - f. Description of the program, project, or activity:
Medication-assisted treatment (MAT) is the use of FDA-approved medications to treat opioid use disorders and is considered the gold standard of care. Community paramedicine programs are increasingly recognized as a viable opportunity to bridge gaps in service delivery for individuals with opioid use disorders. Through community paramedics, MAT can be safely delivered while simultaneously providing education, connecting individuals to resources and primary care, and diverting individuals from use of local emergency departments. The nimble and community-based model of community paramedicine makes it an ideal modality for

MAT and provides access to individuals who might otherwise not have access to treatment.

Cabarrus County's Emergency Medical System (EMS) will utilize funds to render mobile MAT through its Community Paramedicine program. FDA-approved medications would be used for individuals battling opioid use disorders to promote long-term recovery. Mobile MAT would be considered an Option A, Strategy 2 (Evidence-based Addiction Treatment), allowing for immediate support and funding. The intent is to use FDA-approved medications in combination with behavioral therapies to treat opioid use disorders (OUD) and promote long-term recovery.

g. Provider: Cabarrus County EMS

4. Reporting. The County shall provide the City with all information required for the Annual Financial Report and Annual Impact Report, as described and required under the terms in the NC MOA, specifically as noted in the NC MOA, Exhibits E and F, within thirty (30) calendar days of the end of each fiscal year (June 30) in which the City Settlement Proceeds are spent by the County.
5. Notices & Principal Contacts. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the Principal Contact of the intended recipient at the address set forth below:

<u>For the City:</u>	<u>For the County:</u>
Jessica Jones Finance Director 35 Cabarrus Ave W Concord, NC 28025 Telephone: 704-920-5222 Email: jjones@concordnc.gov	Dr. Aalece Pugh DHS Director P.O. Box 707 Concord, NC 28026 Telephone: 704-650-1511 Email: apugh@cabarruscounty.us

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

<u>For the City:</u>	<u>For the County:</u>
<u>VaLerie Kolczynski</u>	<u>Douglas L. Hall</u>
<u>City Attorney</u>	<u>County Attorney</u>
<u>35 Cabarrus Ave W</u>	<u>P.O. Box 707</u>
<u>PO Box 308</u>	<u>Concord, NC 28026</u>
 Concord, NC 28025	
Telephone: 704-920-5118	<u>Telephone: 704-648-2914</u>
Email: kolczynv@concordnc.gov	Email: dlhall@cabarruscounty.us

Notice shall be effective upon the date of receipt by the intended recipient. Any notice of breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

6. Reports. Cabarrus County shall maintain all required records, in such formats as the parties may agree. Such records shall be available to the City for examination and inspection upon request or according to any scheduled reporting periods to which the parties may agree.
7. Approvals. All approvals or consents required under this Agreement must be in writing.
8. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
9. Terms of Agreement. The terms of this Agreement shall commence on the Effective Date first described above and shall expire when all of the funding directed to the City of Concord that is the subject of this Agreement have been expended and all associated reporting requirements have been fulfilled.

10. Amendments. The City Manager and County Manager, or their designees, are authorized to amend this Agreement consistent with the purpose for which the Agreement was approved.

IN WITNESS THEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CONCORD:

CABARRUS COUNTY:

By: _____

Lloyd Payne

Title: City Manager _

Date: _____

By: _____

Sean B. Newton

Title: County Manager

Date: _____

Exhibit 1: Memorandum of Agreement (NC MOA)

Exhibit 2: Resolution

**A RESOLUTION BY THE CITY OF CONCORD
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS City of Concord has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS City of Concord has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, the City Council of the City of Concord authorizes the expenditure of opioid settlement funds as follows:

As authorized by the NC MOA, the City requests that the County utilize the City Settlement Proceeds received by the City prior to July 1, 2023, in the amount of \$200,000.00, from the National Opioid Settlement Funds in the manner allowed by Ex. A to the NC MOA, specifically, as follows:

- a. Name of strategy: Evidence-based addiction treatment
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 2
- d. Amount authorized for this strategy: \$200,750.17 and any interest accruing prior to transfer of the funds to the County
- e. Period of time during which expenditure may take place:
Start date: Upon receipt of funds from the City of Concord
End date: June 30, 2027
- f. Description of the program, project, or activity:
Medication-assisted treatment (MAT) is the use of FDA-approved medications to treat opioid use disorders and is considered the gold standard of care. Community paramedicine programs are increasingly recognized as a viable opportunity to bridge gaps in service delivery for individuals with opioid use disorders. Through community paramedics, MAT can be safely delivered while simultaneously providing education, connecting individuals to resources and primary care, and diverting individuals from use of local emergency departments. The nimble and

community-based model of community paramedicine makes it an ideal modality for MAT and provides access to individuals who might otherwise not have access to treatment.

Cabarrus County's Emergency Medical System (EMS) will utilize funds to render mobile MAT through its Community Paramedicine program. FDA-approved medications would be used for individuals battling opioid use disorders to promote long-term recovery. Mobile MAT would be considered an Option A, Strategy 2 (Evidence-based Addiction Treatment), allowing for immediate support and funding. The intent is to use FDA-approved medications in combination with behavioral therapies to treat opioid use disorders (OUD) and promote long-term recovery.

g. Provider: Cabarrus County EMS

Adopted this the _____ day of _____, 2025.

William C. Dusch, Mayor
City of Concord

ATTEST:

Kim Deason, Clerk to the Board

SEAL



MEMORANDUM OF UNDERSTANDING

Between

**Cabarrus County Department of
Social Services**

Member of

Assistance-Solutions-Knowledge
Collaboration (A.S.K)

And

City of Concord, North Carolina

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between Cabarrus County, a member of the Assistance-Solutions-Knowledge (A.S.K.) Collaboration (hereinafter "Member") and City of Concord, NC, its Community Development Department (hereinafter Concord Community Development), and other departments, agencies, and offices in preparing for, responding to, and recovering from various requested services to improve home and health for residents withing Cabarrus County. This MOU provides a broad framework for cooperation and support between the A.S.K Member and Concord Community Development in assisting individuals, families and communities who have been or could be impacted by a one-time, reoccurring or life threatening issue that can be assisted by partnering agencies. It also provides descriptions of readiness and response activities, such as planning, training and resourcing, and the clarification of roles and responsibilities of the A.S.K Member and Concord Community Development to the community and other agencies.

II. Term

The effective date ("Effective Date") of this MOU shall be the last date that this MOU is executed either by City of Concord or A.S.K. Member. This MOU shall begin as of the Effective Date and shall continue for one (1) year, unless otherwise terminated as provided herein. This MOU will automatically renew for successive one (1) year terms unless either party terminates this MOU as provided herein.

III. Project Scope:

Assistance – Solutions – Knowledge (A.S.K.) is a software system designed to attend to the residents of Cabarrus County, for inquires in the housing & utilities, food security, health & safety, transportation, education & resources arenas. The system will allow members to track, communicate, share documentation, provide status, program updates, reporting data and outcomes as one system that will include all cooperating agencies information without duplication of process for the resident. In addition, the system will provide a tracking and follow up mechanism that will assist the residents in providing a final response, resource or resolution with a phone call or email from a member.

IV. Cooperative Actions

The Community Development Department agrees to provide the following:

- Maintain a mutual agreed upon software system to collect data that will enable the members to share information in an effort to streamline community requests
- Train member(s) to the use of the program
- Research payment methods to secure program annually
- Allow access to a single member to each member organization/agency
- Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from all inquiries

The A.S.K Member agrees to provide the following;

- Utilize software system in the manner it was intended and adhere to privacy policies

attached hereto as Exhibit A and incorporated herein by reference

- Maintain privacy with resident information at all times and have a privacy policy in effect for all staff
- Work together to develop plans and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs
- Actively participate in reviewing and carrying out responsibilities outlined herein and explore capabilities and enhance community resilience

V. Acknowledgments

Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

Both parties agree to make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises and to encourage all staff and volunteers to engage in training, and promote service activities, as appropriate.

Both parties agree to widely distribute knowledge within the service agencies and the City of Concord departments and administrative offices and urge full cooperation with the purpose and intent of this MOU.

VI. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties must notify the other if primary points of contact change.

VII. Termination.

This MOU will automatically renew for successive one (1) year terms unless either party terminates this as provided herein. This MOU may be terminated with thirty days upon written notice of the intent to terminate communicated by the terminating party to the non-terminating party.

VIII. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty, except as set forth in Exhibit A.

IN WITNESS WHEREOF, the City of Concord and the Member have caused this Memo of Understanding to be executed by their respective duly authorized agents or officers this _____ day of _____ 2025.

CITY OF CONCORD:

By: _____
Lloyd Wm. Payne, Jr., ICMA-CM

Date: _____

ATTEST BY:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, Attorney for the City of Concord

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

Jessica Jones, Finance Director

**CABARRUS COUNTY DEPARTMENT
OF SOCIAL SERVICES:**

By: _____
Signature of Authorized A.S.K Member

Title: _____

Date: _____

EXHIBIT A

PRIVACY PROTECTION POLICY

This Policy establishes standards and procedures for the protection of Personal Identifying Information (as defined below) shared by the City of Concord with Member as part of Member's participation in the Assistance-Solutions-Knowledge (A.S.K.) Collaboration and in furtherance of Member's assisting residents of Cabarrus County (the "Participants") seek or obtain assistance in the areas of housing & utilities, food security, health & safety, transportation, education & resources. As a condition of the Member's participation and membership in the A.S.K. Collaboration, Member agrees to abide by and be bound by the following privacy protection policies.

1. **Definition.** "Personally Identifiable Information" or "PII" shall mean and refer to all information that can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, health and medical information, financial information, etc., alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
2. **Member's Obligations Related to Receipt and Access to Participant's PII.** Member shall undertake the following steps to ensure Member safeguards any and all Participant PII received or accessed as a result of Member's participation in the A.S.K. Collaboration:
 - a. Member shall comply with all applicable data protection and privacy laws in connection with their access and use of Participant PII under this MOU.
 - b. Member shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of any Participant PII accessed or used.
 - c. Member shall only access the Participant PII that is reasonably necessary for Member to assist Participant in seeking or obtaining assistance from a partnering agency.
 - d. Member shall not access or obtain any Participant PII for any reason except to assist the Participant in seeking or obtaining assistance from a partnering agency.
 - e. Member shall not distribute or disseminate Participant PII to third parties except as may be required by law or authorized, in writing, by the Participant.
 - f. Member shall limit access to Participant PII to its authorized personnel necessary to pursue the objectives of the A.S.K. Collaboration Memorandum of Understanding.
 - g. Member shall safeguard all PII by conducting meetings with Participants in secure spaces, not discussing PII over the phone or in areas where the Participant's PII could be overheard third-parties.

- h. Member shall take care to minimize the number of hard copies created which contain Participant's PII. To the extent such hard copies are created, Member shall keep them secured in locked file cabinets and shall not leave any unsecured hard copies unattended.
 - i. Member shall only retain PII for as long as necessary to fulfill the authorized purpose or as required by state or federal law. Thereafter, Member shall dispose of the PII in its possession by permanently erasing all electronic records and shredding all hard copy records.
 - j. Member shall immediately notify the City of Concord of any breaches of security related to Participant PII in Member's possession.
3. **HIPPA Compliance.** If Member is a "Covered Entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 and will transmit protected health information to A.S.K. as part of Member's participation, then Member and the City of Concord shall enter a mutually acceptable Business Associate Agreement ("BAA"). Once executed by the Member and the City of Concord, the BAA shall be deemed incorporated into this MOU by reference and shall govern the use and protection of protected health information. In the event of a conflict between this MOU and an executed BAA, the terms of the BAA will control with respect to protected health information.



MEMORANDUM OF UNDERSTANDING

Between

Cabarrus County

Member of

Assistance-Solutions-Knowledge

Collaboration (A.S.K)

And

City of Concord, North Carolina

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between Cabarrus County, a member of the Assistance-Solutions-Knowledge (A.S.K.) Collaboration (hereinafter "Member") and City of Concord, NC, its Community Development Department (hereinafter Concord Community Development), and other departments, agencies, and offices in preparing for, responding to, and recovering from various requested services to improve home and health for residents withing Cabarrus County. This MOU provides a broad framework for cooperation and support between the A.S.K Member and Concord Community Development in assisting individuals, families and communities who have been or could be impacted by a one-time, reoccurring or life threatening issue that can be assisted by partnering agencies. It also provides descriptions of readiness and response activities, such as planning, training and resourcing, and the clarification of roles and responsibilities of the A.S.K Member and Concord Community Development to the community and other agencies.

II. Term

The effective date ("Effective Date") of this MOU shall be the last date that this MOU is executed either by City of Concord or A.S.K. Member. This MOU shall begin as of the Effective Date and shall continue for one (1) year, unless otherwise terminated as provided herein. This MOU will automatically renew for successive one (1) year terms unless either party terminates this MOU as provided herein.

III. Project Scope:

Assistance – Solutions – Knowledge (A.S.K.) is a software system designed to attend to the residents of Cabarrus County, for inquires in the housing & utilities, food security, health & safety, transportation, education & resources arenas. The system will allow members to track, communicate, share documentation, provide status, program updates, reporting data and outcomes as one system that will include all cooperating agencies information without duplication of process for the resident. In addition, the system will provide a tracking and follow up mechanism that will assist the residents in providing a final response, resource or resolution with a phone call or email from a member.

IV. Cooperative Actions

The Community Development Department agrees to provide the following:

- Maintain a mutual agreed upon software system to collect data that will enable the members to share information in an effort to streamline community requests
- Train member(s) to the use of the program
- Research payment methods to secure program annually
- Allow access to a single member to each member organization/agency
- Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from all inquiries

The A.S.K Member agrees to provide the following;

- Utilize software system in the manner it was intended and adhere to privacy policies

attached hereto as Exhibit A and incorporated herein by reference

- Maintain privacy with resident information at all times and have a privacy policy in effect for all staff
- Work together to develop plans and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs
- Actively participate in reviewing and carrying out responsibilities outlined herein and explore capabilities and enhance community resilience

V. Acknowledgments

Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

Both parties agree to make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises and to encourage all staff and volunteers to engage in training, and promote service activities, as appropriate.

Both parties agree to widely distribute knowledge within the service agencies and the City of Concord departments and administrative offices and urge full cooperation with the purpose and intent of this MOU.

VI. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties must notify the other if primary points of contact change.

VII. Termination.

This MOU will automatically renew for successive one (1) year terms unless either party terminates this as provided herein. This MOU may be terminated with thirty days upon written notice of the intent to terminate communicated by the terminating party to the non-terminating party.

VIII. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty, except as set forth in Exhibit A.

IN WITNESS WHEREOF, the City of Concord and the Member have caused this Memo of Understanding to be executed by their respective duly authorized agents or officers this _____ day of _____ 2025.

CITY OF CONCORD:

By: _____
Lloyd Wm. Payne, Jr., ICMA-CM

Date: _____

ATTEST BY:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, Attorney for the City of Concord

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

Jessica Jones, Finance Director

EXHIBIT A

PRIVACY PROTECTION POLICY

This Policy establishes standards and procedures for the protection of Personal Identifying Information (as defined below) shared by the City of Concord with Member as part of Member's participation in the Assistance-Solutions-Knowledge (A.S.K.) Collaboration and in furtherance of Member's assisting residents of Cabarrus County (the "Participants") seek or obtain assistance in the areas of housing & utilities, food security, health & safety, transportation, education & resources. As a condition of the Member's participation and membership in the A.S.K. Collaboration, Member agrees to abide by and be bound by the following privacy protection policies.

1. **Definition.** "Personally Identifiable Information" or "PII" shall mean and refer to all information that can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, health and medical information, financial information, etc., alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
2. **Member's Obligations Related to Receipt and Access to Participant's PII.** Member shall undertake the following steps to ensure Member safeguards any and all Participant PII received or accessed as a result of Member's participation in the A.S.K. Collaboration:
 - a. Member shall comply with all applicable data protection and privacy laws in connection with their access and use of Participant PII under this MOU.
 - b. Member shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of any Participant PII accessed or used.
 - c. Member shall only access the Participant PII that is reasonably necessary for Member to assist Participant in seeking or obtaining assistance from a partnering agency.
 - d. Member shall not access or obtain any Participant PII for any reason except to assist the Participant in seeking or obtaining assistance from a partnering agency.
 - e. Member shall not distribute or disseminate Participant PII to third parties except as may be required by law or authorized, in writing, by the Participant.
 - f. Member shall limit access to Participant PII to its authorized personnel necessary to pursue the objectives of the A.S.K. Collaboration Memorandum of Understanding.
 - g. Member shall safeguard all PII by conducting meetings with Participants in secure spaces, not discussing PII over the phone or in areas where the Participant's PII could be overheard third-parties.

- h. Member shall take care to minimize the number of hard copies created which contain Participant's PII. To the extent such hard copies are created, Member shall keep them secured in locked file cabinets and shall not leave any unsecured hard copies unattended.
 - i. Member shall only retain PII for as long as necessary to fulfill the authorized purpose or as required by state or federal law. Thereafter, Member shall dispose of the PII in its possession by permanently erasing all electronic records and shredding all hard copy records.
 - j. Member shall immediately notify the City of Concord of any breaches of security related to Participant PII in Member's possession.
3. **HIPPA Compliance.** If Member is a "Covered Entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 and will transmit protected health information to A.S.K. as part of Member's participation, then Member and the City of Concord shall enter a mutually acceptable Business Associate Agreement ("BAA"). Once executed by the Member and the City of Concord, the BAA shall be deemed incorporated into this MOU by reference and shall govern the use and protection of protected health information. In the event of a conflict between this MOU and an executed BAA, the terms of the BAA will control with respect to protected health information.
4. **Indemnification.** Member shall indemnify and hold harmless the City of Concord from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against the City of Concord to the extent directly resulting from a breach of this Privacy Protection Policy or a violation of any applicable state or federal law or regulation related to the protection and safeguarding of PII. The indemnification obligations provided in this section will commence on the effective date of the A.S.K. Collaboration Memorandum of Understanding and shall survive the termination of the same. Notwithstanding anything contained in the A.S.K. Collaboration Memorandum of Understanding including, without limitation, the provisions of section VIII, Member and the City of Concord agree that this indemnification provision is contractually binding and may be enforced in a court of competent jurisdiction.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered by and between the City of Concord, a North Carolina municipal corporation, (“City”) and _____, (“Partner”) to provide the framework and purpose of establishing and governing the beneficial relationship between the parties.

WHEREAS, the U.S. Department of Agriculture, through the Food Access Research Atlas, has identified the Gibson Mill Village Community as lacking accessible supermarket options for obtaining nutritious and affordable food options within the community; and

WHEREAS, the City desires to provide the Gibson Mill Village Community and its surrounding communities with access to nutritional food as part of the McGill Avenue Culinary Incubator and Food Access Project (“Project”); and

WHEREAS, Partner provides or will provide goods and/or services within the Gibson Mill Village Community that are aligned with the purpose and goals of the Project; and

WHEREAS, the City desires to collaborate with Partner to incorporate Partner’s goods and/or services to further the objectives and meet the goals of the Project.

NOW, THEREFORE, the parties agree to the terms of this MOU as set forth below to provide the framework of relationship between the City and Partner in connection with the Project.

1. **Term.** This MOU will be effective as of the last date of execution by either the City or Partner (“Effective Date”). This MOU will be effective for one year from the Effective Date and will automatically renew for successive one-year terms, unless terminated under the terms of this MOU.
2. **Obligations of Partner.** In furtherance of the goals and objectives of the Project, Partner will undertake the following:
 - a. XXX;
 - b. Assist the City and the City’s staff in securing all necessary grant-related documentation from Partner’s participants and providers for purposes of the Project;
 - c. Cooperate and engage with the City and the City’s staff to promote and pursue the goals of the Project;
 - d. Provide the City data and information concerning the community’s engagement with Partner for the purposes of the Project; and
 - e. *Reserved for additional provisions.*
3. **Obligations of the City.** In furtherance of the goals and objectives of the Project, the City will undertake the following:
 - a. XXX;
 - b. Cooperate with Partner as necessary to promote the Partner’s offerings and pursue the goals of the Project;
 - c. Support the Partner’s Project related events as appropriate to ensure its success and contribution to the goals of the Project; and
 - d. *Reserved for additional provisions.*

4. **No Principal-Agent Relationship.** It is understood and agreed by the parties that nothing in this MOU shall be construed as creating a principal-agent relationship between the City and Partner, nor does this agreement create any employment relationship between the City and any individual associated with or employed by Partner.
5. **Non-Discrimination Policy.** The City opposes discrimination on the basis of race and sex and urges all of its partners to provide a fair opportunity for minorities and women to participate in their workforce and as subcontractors and vendors under City agreements. Partner warrants that in its engagement with vendors and providers, Partner will comply with the City's non-discrimination policy.
6. **Hold Harmless.** Partner, and their respective officers, directors, employees, agents, and contractors participate in the Project at their own risk; Partner agrees to release and hold harmless, on their own behalf and on behalf of their officers, directors, employees, agents, and contractors, the City from any and all damages or injury arising out of the actual or attempted performance of Partner's obligations under this MOU.
7. **Compliance with the Laws.** Partner agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision, or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Project or the property where any Partner events or activities take place; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Project and the undertaking of Partner's obligations under this MOU; and (c) the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.
8. **Termination.** Either the City or Partner may terminate this MOU for any reason by giving the other party thirty (30) days written notice prior to such termination. All such notice shall be given by certified United States mail, return receipt requested, and addressed as follows:

To the City:
City of Concord
Attn: Mary L. Powell-Carr
P.O. Box 308
Concord, North Carolina 28026

To Partner:

Attn: _____

A change of address or person to receive notice for purposes of termination may be made by any party by providing notice of such change in the same manner as notice of termination. Notice delivered by U.S. mail shall be deemed given on the third calendar day following the date of deposit with the U.S. Postal Service or upon actual delivery, whichever occurs first.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City of Concord and Partner have caused this MOU to be executed by their respective duly authorized agents or officers as of the dates shown below:

CITY OF CONCORD:

By: _____
Lloyd Wm. Payne, Jr., City Manager

Date: _____

ATTEST BY:

By: _____
Kim Deason, City Clerk

PARTNER:

By: _____
Signature of Authorized Officer

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

By: _____
Signature of Authorized Officer

Printed Name: _____

Title: _____



WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.
Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to changes in duties, freight, tariffs, supplier pricing, surcharges, commodity pricing, or exchange rate fluctuations.

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

Date: 08/21/25

Branch: 7884

Project Number: SIEMENS BRKR QUOTE

Project Name

Quoted To: JERRY FORD

Date of Your Inquiry: 07/28/25

When ordering please refer
to Quotation Number: 266308

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	1	SIE***SPS2 72.5 40 3000 3PST; GAS CIRCUIT BREAKER (DT) SOURCEWELL ACCOUNT# 091422-WES	167648.00	E	167648.00	0.00		09/13/27
SUB-TOTAL					167648.00			
ESTIMATED TAX					11735.36			
TOTAL					179383.36			

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations. BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT www.wesco.com/termsofsale ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Per:

120

MEMO

To: City of Concord Engineering
From: ACRO Development Services
Date: June 27, 2025
Subject: PRS2025-00274 TWG GM Water and Sewer Easements

Proposed public infrastructure plans were designed/constructed with initial phases of development of the Advanced Manufacturing Campus under City of Concord Record PRS2023-00420. Associated easements were dedicated for mainline extensions and public portions of utility services.

Subsequent development is being proposed as part of TWG GM Performance Power Units under City of Concord Record PRS2025-00274. As part of this development, two portions of public utility infrastructure installed in the original design are no longer necessary due to revised service locations for this plan.

The specific public infrastructure no longer necessary and being abandoned are:

- Sanitary sewer manhole 25 and approximately 85 lf of sanitary from manhole 24 to manhole 25.
- Waterline 8" service at station 22+26

Since lines are being abandoned, the associated easements are no longer necessary.

RESOLUTION TO APPROVE THE ABANDONMENT
OF WATER EASEMENT

WHEREAS, the City of Concord, a North Carolina municipal corporation ("City") on November 22, 2023, acquired a Permanent Utility Easement #1, specifically being a water utility easement, as recorded in Deed Book 16730, at Page 81 of the Cabarrus County Registry ("Easement") for the purpose of providing public water services to properties located along and near Bruton Smith Boulevard; and

WHEREAS, it has been determined a portion of the Easement, specifically 0.014 acres more or less, is no longer needed by the City to provide public water services to properties located along Bruton Smith Blvd, such portion is described as follows:

SITUATED IN THE STATE OF NORTH CAROLINA, COUNTY OF CABARRUS, CITY OF CONCORD, BEING ACROSS LOT 4 OF THAT PLAT ENTITLED "RECOMBINATION & MAJOR PLAT (CABARRUS COUNTY) AND EXEMPT (MECKLENBURG COUNTY) PLAT FOR HSREI, LLC AT AMC PHASE 2" OF RECORD IN MAP BOOK 75, PAGE 705 (MECKLENBURG COUNTY) AND PLAT BOOK 105, PAGE 58 (CABARRUS COUNTY) AS CONVEYED TO TWG GM PERFORMANCE POWER UNITS, LLC, BY DEED OF RECORD IN DEED BOOK 17468, PAGE 231 (ALL REFERENCES REFER TO THE RECORDS OF THE REGISTER OF DEEDS OFFICE, CABARRUS COUNTY, NORTH CAROLINA) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING, AT A CORNER OF SAID LOT 4:

THENCE NORTH 43° 48' 57" EAST, A DISTANCE OF 95.32 FEET TO A CORNER OF THAT WATER EASEMENT OF RECORD IN DEED BOOK 17131, PAGE 323, BEING THE TRUE POINT OF BEGINNING;

THENCE ACROSS SAID GRANTOR'S TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 55° 15' 55" WEST, WITH A LINE OF SAID WATER EASEMENT, A DISTANCE OF 19.32 FEET TO A POINT;

NORTH 34° 44' 05" EAST, WITH A LINE OF SAID WATER EASEMENT, A DISTANCE OF 30.00 FEET TO A POINT;

SOUTH 55° 15' 55" EAST, WITH A LINE OF SAID WATER EASEMENT, A DISTANCE OF 19.89 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT;

WITH THE ARC OF SAID ACROSS SAID WATER EASEMENT, HAVING A DELTA OF 06° 02' 06", A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 30.02 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 35° 50' 06" WEST, 30.01 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.014 ACRE (451 SQUARE FEET) OF LAND, MORE OR LESS, AS SHOWN ON MAP TITLED, "EXHIBIT A-1, HSREI, LLC PUBLIC SANITARY SEWER AND WATER EASEMENTS TO BE ABANDONED," DATED 06/16/2025 BY ACRO DEVELOPMENT SERVICES AND IS ATTACHED AS "EXHIBIT A" AND IS A PORTION OF PIN 4598-39-1414; and

WHEREAS, it has been determined the above-described portion of the Easement (as shown on Exhibit A hereto) is surplus to the needs of the City, is no longer required by the City for its use, and the release of said portion of the water utility easement would not be contrary to the public interest.

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

1. The City Council abandons a portion of a Permanent Utility Easement #1, specifically being a water utility easement as described below:

Description of the Water Easement to be Abandoned.

SITUATED IN THE STATE OF NORTH CAROLINA, COUNTY OF CABARRUS, CITY OF CONCORD, BEING ACROSS LOT 4 OF THAT PLAT ENTITLED "RECOMBINATION & MAJOR PLAT (CABARRUS COUNTY) AND EXEMPT (MECKLENBURG COUNTY) PLAT FOR HSREI, LLC AT AMC PHASE 2" OF RECORD IN MAP BOOK 75, PAGE 705 (MECKLENBURG COUNTY) AND PLAT BOOK 105, PAGE 58 (CABARRUS COUNTY) AS CONVEYED TO TWG GM PERFORMANCE POWER UNITS, LLC, BY DEED OF RECORD IN DEED BOOK 17468, PAGE 231 (ALL REFERENCES REFER TO THE RECORDS OF THE REGISTER OF DEEDS OFFICE, CABARRUS COUNTY, NORTH CAROLINA) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING, AT A CORNER OF SAID LOT 4:

THENCE NORTH 43° 48' 57" EAST, A DISTANCE OF 95.32 FEET TO A CORNER OF THAT WATER EASEMENT OF RECORD IN DEED BOOK 17131, PAGE 323, BEING THE TRUE POINT OF BEGINNING;

THENCE ACROSS SAID GRANTOR'S TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 55° 15' 55" WEST, WITH A LINE OF SAID WATER EASEMENT, A DISTANCE OF 19.32 FEET TO A POINT;

NORTH 34° 44' 05" EAST, WITH A LINE OF SAID WATER EASEMENT, A DISTANCE OF 30.00 FEET TO A POINT;

SOUTH 55° 15' 55" EAST, WITH A LINE OF SAID WATER EASEMENT, A DISTANCE OF 19.89 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT;

WITH THE ARC OF SAID ACROSS SAID WATER EASEMENT, HAVING A DELTA OF 06° 02' 06", A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 30.02 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 35° 50' 06" WEST, 30.01 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.014 ACRE (451 SQUARE FEET) OF LAND, MORE OR LESS, AS SHOWN ON MAP TITLED, "EXHIBIT A-1, HSREI, LLC PUBLIC SANITARY SEWER AND WATER EASEMENTS TO BE ABANDONED," DATED 06/16/2025 BY ACRO DEVELOPMENT SERVICES AND IS ATTACHED AS "EXHIBIT A" AND IS A PORTION OF PIN 4598-39-1414.

2. The Mayor, City Manager, City Clerk, and Staff are hereby authorized to execute the necessary documents to affect the abandonment of a 0.014-acre portion of the Permanent Utility Easement #1, specifically being a water utility easement.
3. This resolution shall be effective upon passage.

(See the following page)

Adopted this _____ Day of _____, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William “Bill” Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

RESOLUTION TO APPROVE THE ABANDONMENT
OF SANITARY SEWER EASEMENT

WHEREAS, the City of Concord, a North Carolina municipal corporation ("City") on November 22, 2023, acquired a Permanent Utility Easement #4, specifically being a sanitary sewer public utility easement recorded in Deed Book 16730, at Page 81 and is further referenced in Permanent Public Utility Easements document recorded on October 8, 2024 in Deed Book 17131, at Page 323, Cabarrus County Registry ("Easement") for the purpose of providing public sanitary sewer services to properties located along and near Bruton Smith Boulevard ; and

WHEREAS, it has been determined a portion of the Easement, specifically 0.020 acres, more or less, is no longer needed by the City to provide sanitary sewer services to property located along and near Bruton Smith Blvd, such portion is described as follows:

SITUATED IN THE STATE OF NORTH CAROLINA, COUNTY OF CABARRUS, CITY OF CONCORD, BEING ACROSS LOTS 4 AND 5 OF THAT PLAT ENTITLED "RECOMBINATION & MAJOR PLAT (CABARRUS COUNTY) AND EXEMPT (MECKLENBURG COUNTY) PLAT FOR HSREI, LLC AT AMC PHASE 2" OF RECORD IN MAP BOOK 75, PAGE 705 (MECKLENBURG COUNTY) AND PLAT BOOK 105, PAGE 58 (CABARRUS COUNTY) AS CONVEYED TO TWG GM PERFORMANCE POWER UNITS, LLC, BY DEED OF RECORD IN DEED BOOK 17468, PAGE 231 AND HSREI, LLC BY DEED OF RECORD IN DEED BOOK 16379, PAGE 57 (ALL REFERENCES REFER TO THE RECORDS OF THE REGISTER OF DEEDS OFFICE, CABARRUS COUNTY, NORTH CAROLINA) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING, AT A COMMON CORNER OF SAID LOTS 4 AND 5:

THENCE NORTH 40° 03' 22" EAST, ACROSS SAID LOT 4, A DISTANCE OF 29.47 FEET (L51) TO A POINT ON THE NORTHERLY LINE OF THAT SANITARY SEWER EASEMENT OF RECORD IN DEED BOOK 16730, PAGE 81, BEING THE TRUE POINT OF BEGINNING;

THENCE ACROSS SAID GRANTOR'S TRACT WITH THE PERIMETER OF SAID SANITARY SEWER EASEMENT, THE FOLLOWING COURSES AND DISTANCES: NORTH 27° 28' 36" EAST, A DISTANCE OF 70.55 FEET (L13) TO A POINT; AND SOUTH 62° 31' 24" EAST, A DISTANCE OF 21.86 FEET (L14) TO A POINT ON A CURVE TO THE RIGHT;

WITH THE ARC OF SAID CURVE, ACROSS SAID SANITARY SEWER EASEMENT, HAVING A DELTA OF 14° 53' 24", A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 74.07 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 44° 41' 35" WEST, 73.86 FEET (C12) TO THE TRUE POINT OF BEGINNING, CONTAINING 0.020 ACRE (890 SQUARE FEET) OF LAND, MORE OR LESS, AS SHOWN ON MAP TITLED, "EXHIBIT A-1, HSREI, LLC PUBLIC SANITARY SEWER AND WATER EASEMENTS TO BE ABANDONED," DATED 06/16/2025 BY ACRO DEVELOPMENT SERVICES AND IS ATTACHED AS "EXHIBIT A" AND IS A PORTION OF PIN 4598-39-1414; and

WHEREAS, it has been determined the above-described portion of the Easement (as shown on Exhibit A hereto), is surplus to the needs of the City, is no longer required by the City for its use, and the release of said portion of the sanitary sewer easement would not be contrary to the public interest.

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

1. The City Council abandons a portion of a Permanent Utility Easement #4, specifically being a sanitary sewer utility easement, as described below:

Description of the Sanitary Sewer Easement to be Abandoned.

SITUATED IN THE STATE OF NORTH CAROLINA, COUNTY OF CABARRUS, CITY OF CONCORD, BEING ACROSS LOTS 4 AND 5 OF THAT PLAT ENTITLED "RECOMBINATION & MAJOR PLAT (CABARRUS COUNTY) AND EXEMPT (MECKLENBURG COUNTY) PLAT FOR HSREI, LLC AT AMC PHASE 2" OF RECORD IN MAP BOOK 75, PAGE 705 (MECKLENBURG COUNTY) AND PLAT BOOK 105, PAGE 58 (CABARRUS COUNTY) AS CONVEYED TO TWG GM PERFORMANCE POWER UNITS, LLC, BY DEED OF RECORD IN DEED BOOK 17468, PAGE 231 AND HSREI, LLC BY DEED OF RECORD IN DEED BOOK 16379, PAGE 57 (ALL REFERENCES REFER TO THE RECORDS OF THE REGISTER OF DEEDS OFFICE, CABARRUS COUNTY, NORTH CAROLINA) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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THENCE ACROSS SAID GRANTOR'S TRACT WITH THE PERIMETER OF SAID SANITARY SEWER EASEMENT, THE FOLLOWING COURSES AND DISTANCES:
NORTH 27° 28' 36" EAST, A DISTANCE OF 70.55 FEET (L13) TO A POINT; AND
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WITH THE ARC OF SAID CURVE, ACROSS SAID SANITARY SEWER EASEMENT, HAVING A DELTA OF 14° 53' 24", A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 74.07 FEET, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 44° 41' 35" WEST, 73.86 FEET (C12) TO THE TRUE POINT OF BEGINNING, CONTAINING 0.020 ACRE (890 SQUARE FEET) OF LAND, MORE OR LESS, AS SHOWN ON MAP TITLED, "EXHIBIT A-1, HSREI, LLC PUBLIC SANITARY SEWER AND WATER EASEMENTS TO BE ABANDONED," DATED 06/16/2025 BY ACRO DEVELOPMENT SERVICES AND IS ATTACHED AS "EXHIBIT A" AND IS A PORTION OF PIN 4598-39-1414.

2. The Mayor, City Manager, City Clerk, and Staff are hereby authorized to execute the necessary documents in order to affect the abandonment of a 0.020-acres portion of the Permanent Utility Easement #4, specifically being a sanitary sewer utility easement.
3. This resolution shall be effective upon passage.

(See the following page)

Adopted this _____ Day of _____, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William “Bill” Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N27°28'36"E	70.55
L14	S62°31'24"E	21.86
L17	N55°15'55"W	19.32
L18	N34°44'05"E	30.00
L19	S55°15'55"E	19.89
L50 (TIE)	N43°48'57"E	95.32
L51 (TIE)	N40°03'22"E	29.47

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C2	6°02'06"	285.00	30.02'	S35°50'06"W	30.01'
C12	14°53'24"	285.00	74.07'	S44°41'35"W	73.86'

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS.

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

BY:

EDWARD J. MILLER, PLS L-4888
EMILLER@ACRO-DS.COM

DATE

Prepared By:

ACRO

DEVELOPMENT SERVICES

LAND SURVEYING • CIVIL ENGINEERING

601 S. Cedar Street, Suite 101
Charlotte, NC 28202
980-224-8518
acro@acro-ds.com

NC Firm No. P-2329

ACRO Project Number:
2025-048

Survey Prepared For / Owner:

HSREI, LLC

Project ID:

PRS2025-00274

Project Name:

TWG GM PERFORMANCE
POWER UNIT

Date:

6/16/2025

Sheet Title:

EXHIBIT A-1
HSREI, LLC
PUBLIC SANITARY SEWER AND WATER
EASEMENTS TO BE ABANDONED

Project Location:

CITY OF CONCORD,
CABARRUS COUNTY, NC.

Sheet Number:

2/2

August 4, 2025

Dear George Berger:

Congratulations! The NC Division of Public Health is excited to share that the City of Concord Parks and Recreation Department has been selected to receive a bike amenities package, which includes **two bike racks and one public work stand**, to help support equitable biking access in Cabarrus County.

Please keep an eye out for an email from myself and/or Heather Bradley (heather.a.bradley@dhhs.nc.gov), who will coordinate a date and time for you to pick up your award in Raleigh. *All amenities **must be picked up no later than Monday, September 15, 2025.***

As a reminder, awardees are required to meet the following terms and deadlines as outlined in the application process:

- Install all awarded amenities (bike racks and/or work stand) within **8 weeks of receipt, by November 10, 2025.**
- Submit a photo of the installed amenities within 4 weeks of installation, by **December 8, 2025**, to Courtney Eggleston. *Please ensure anyone featured in the photo has signed a photo release form.*
- Email a summary of your community's experience using the amenities to Courtney by **May 10, 2026**. Your summary may be featured on our website or in future publications. Please include the following:
 - How are the amenities being used, and by whom?
 - How have the amenities improved equitable access to biking for historically marginalized populations?
 - How have you promoted the amenities in your community?
 - What impact have the amenities had in your area?

Thank you for your ongoing commitment to promoting physical activity and health equity in North Carolina. We're excited to see how these amenities will support and uplift your community.

Sincerely,

Courtney Eggleston
Program Specialist
Community and Clinical Connections for Prevention and Health Branch
North Carolina Division of Public Health

AMENDMENT TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment dated August 28, 2025 to the agreement between City of Concord ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 24, 2023 ("the Agreement") concerning Clarke Creek-Cox Mill Loop Greenway (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 1 – Construction Documents – Phase A

- Design of new Highland Creek Connection
 - o Field visit to review alignment
 - o Additional survey for corridor
 - o Design of connection from greenway to Clarke Creek Parkway
 - o Coordination with City and NCDOT for review of connection
 - o Coordination with NCDEQ for revisions to the existing Erosion and Sediment Control Permit
 - o Construction documents for new alignment
 - o Parking for Highland Creek – coordination with HOA for on street parking spots or designating trail parking in the existing parking lot.

Task 2 – Environmental – Phase A Additional

- Field delineation for additional Highland Creek Area
- Update to 401/404 Permit
- Renewal of species surveys

Task 3 – Meeting & Coordination

- Project Status Meetings
 - o Six (6) additional project status meetings from July 2025 through December 2025 with the full team. These meetings are assumed to be one hour virtual meetings.
 - o Six (6) project check ins with the City Project manager and Kimley-Horn team.

Task 4 – Property Owner Meetings & Coordination

- Highland Creek HOA Coordination
 - o One (1) additional HOA meetings with one (1) Kimley-Horn Staff
 - o Create one (1) exhibit for use at meetings with HOA
- Carolina International School Coordination
 - o Attend up to two (2) meetings with school staff to review easements
- Allen Mills HOA Coordination
 - o Attend one (1) meeting with HOA representatives

Task 5 – Survey

- Additional survey for new Highland Creek Connection to Clarke Creek Parkway
 - o 1' contour interval topographical map. Topo will be field run
 - o Existing sewer manholes and inverts
 - o Sewers connecting into the existing line

- o Locations of storm drain pipes and drainage structures including sizes, shapes, material, invert elevations, and rim/grate elevations
- o Edge of top of stream bank and toe of slope
- o Edge and elevation of pavement
- o Top of shoulder and toe of slope
- o Utilities (water, sewer, gas, fiber, OH electric, etc.)
- o Locations of power pole, buffers, and all utility easements. Include roads, fences, structures, ruins, clearings, storm water pond berms, visible aboveground utilities.
- o Corners of buildings or building faces located within the 100-foot band width.
- o Locations of trees greater than or equal to 18" diameter (labeled with size and variety), ornamental trees of any size, any landscaped areas and/or forested areas/tree lines within the 30-foot band width of proposed trail.

- Revisions to real estate plats for Highland Creek Parcels

For the services set forth above, Client shall pay Consultant the following compensation:

Task Number & Name		Fee	Type
1	Construction Documents – Phase A	\$53,200	Lump Sum
2	Environmental – Phase A Additional	\$15,700	Lump Sum
3	Meetings and Coordination	\$6,700	Lump Sum
4	Property Owner Meetings and Coordination	\$9,900	Lump Sum
5	Survey	\$22,800	Lump Sum
6	Expenses	\$5,000	Not-To-Exceed
Total		\$113,300	

CLIENT:

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

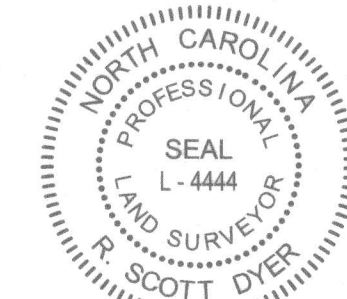
By: 

Title: Vice President

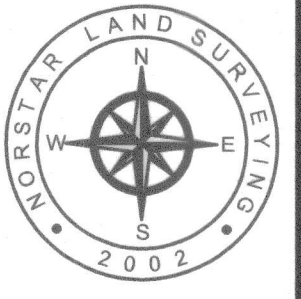
Date: August 28, 2025

#9241

Book 105 Pg 32 filed 04/30/2025 @ 2:59 PM (NKE)



R. Scott Dyer
4/26/25



NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Red Hill Subdivision

Township No. 2 Cabarrus County, NC

EXEMPTION PLAT

DATE

June 24, 2022

SCALE

1" = 100'

NLS NO.

21065

DRAWN BY

S. Kimrey

CHECKED BY

S. Dyer

BY

REVISION

DATE

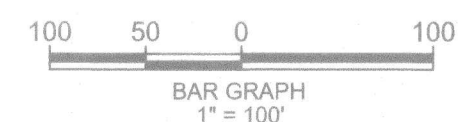
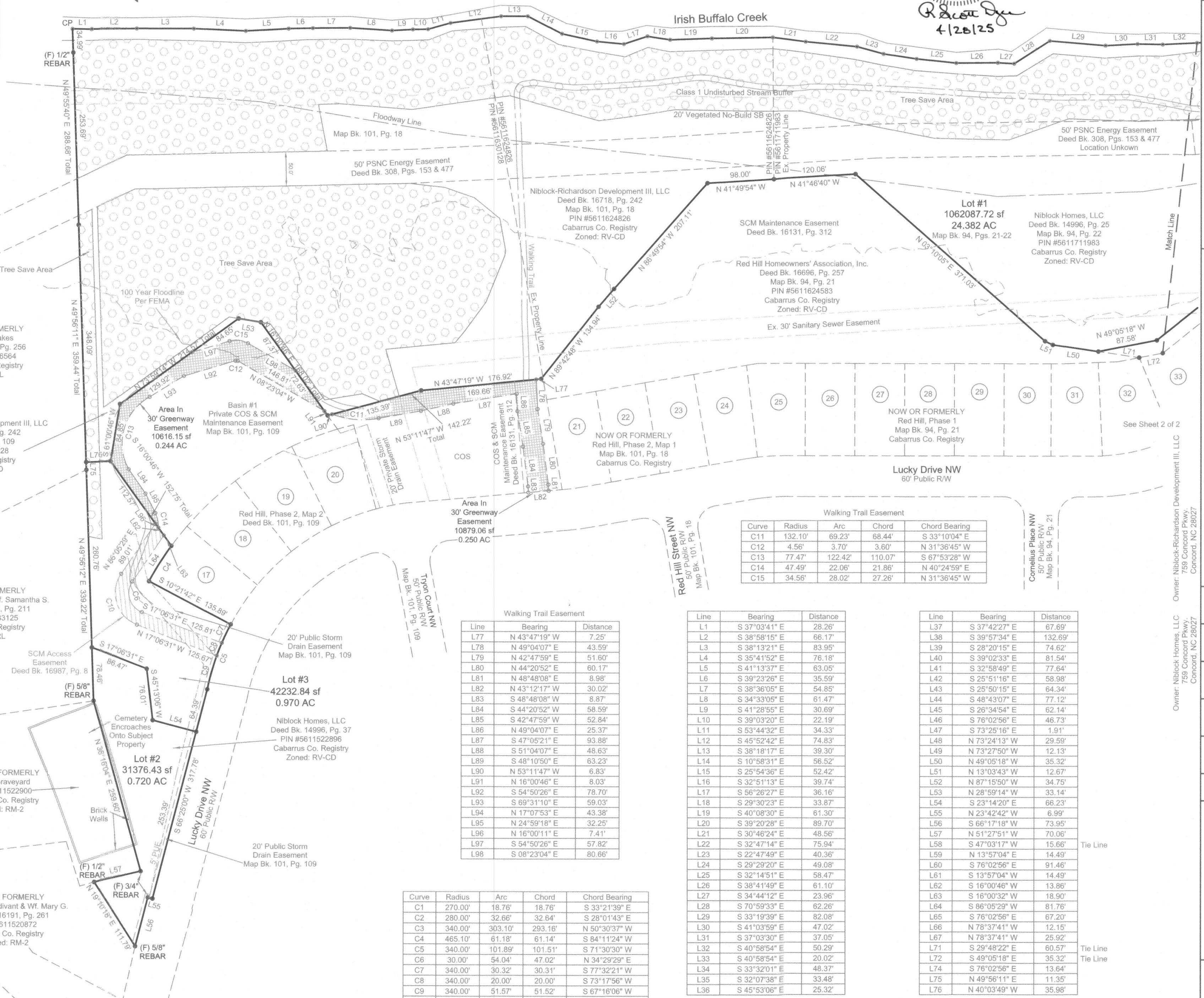
SHEET

1 OF 2

The purpose of this plat is to identify Lots 1 and 3 to be donated to The City of Concord along with associated easements in accordance with a Memorandum of Understanding with the City of Concord. Lot 2 will be donated to Historic Cabarrus Association, Inc.

See Sheet 2 of 2 for Certifications and Notes

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - CP - CALCULATED POINT
 - SDE - PUBLIC STORM DRAIN EASEMENT
 - PUE - PUBLIC UTILITY EASEMENT
 - PSDE - PRIVATE STORM DRAIN EASEMENT
 - o - CALCULATED POINT
 - SCM ACCESS EASEMENT
 - TREE SAVE AREA
 - 30' GREENWAY EASEMENT
 - BOUNDARY LINE
 - ADJ. PROPERTY LINE



Certificate of Ownership and Offer of Dedication

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

William P. Niblock 4/28/25
Niblock Homes, LLC Date

William P. Niblock 4/28/25
Niblock-Richardson Development III, LLC Date

Plat Review Officers Certificate

State of North Carolina County of Cabarrus
I, Andrew S. Barrier, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
A. S. Barrier 4/30/25
Review Officer Date

Certificate of Final Plat Approval

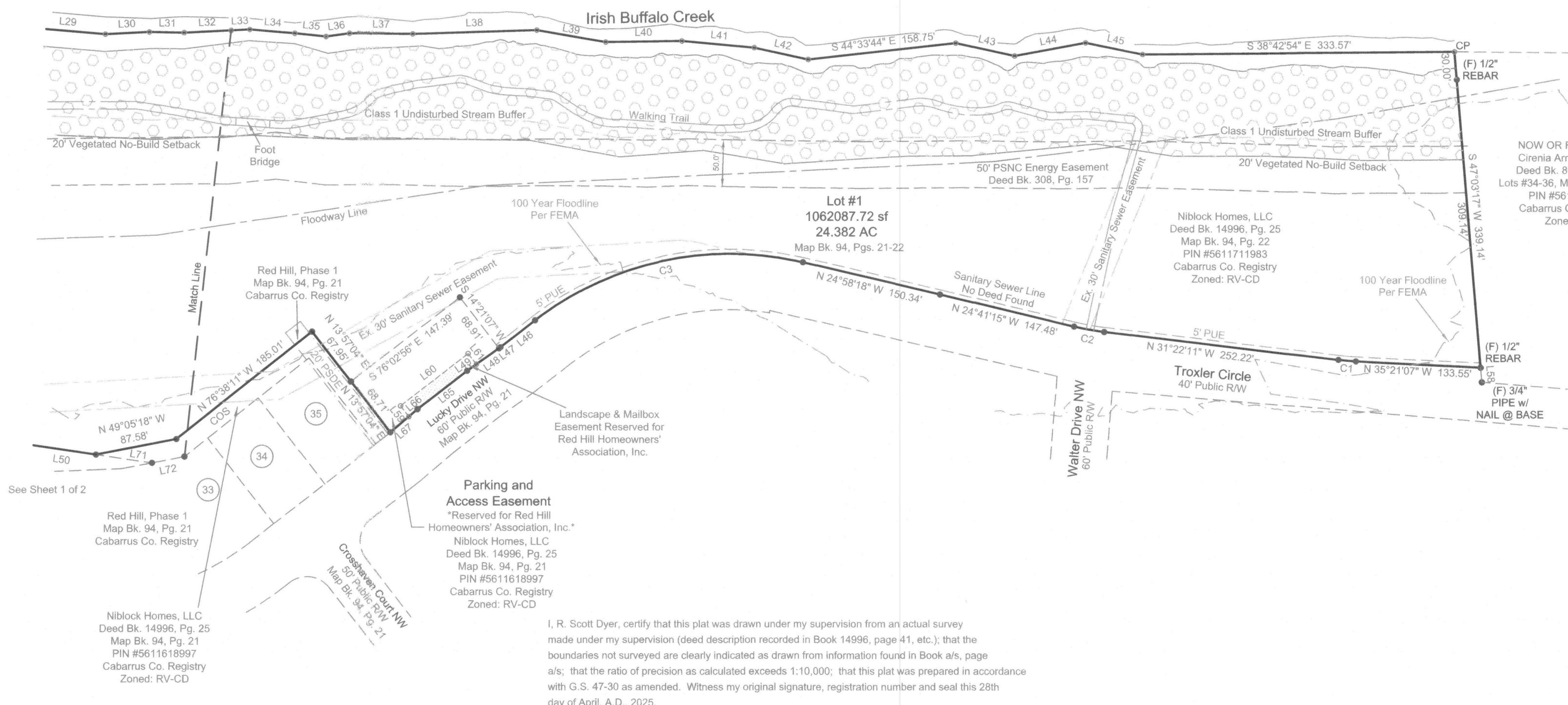
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Red Hill Exemption Plat was approved by the Concord Administrator with the concurrence of the Development Review Committee at their meeting on April 29, 2025.
A. S. Barrier 4/30/25
Planning and Neighborhood Services Director or Designee Date

NOTES:

- * Deed Reference - Deed Bk. 14996, Pg. 41 Niblock Homes, LLC
Dated: March 12, 2021 Recorded in Cabarrus Co. Registry
- * Deed Reference - Deed Bk. 16718, Pg. 242 Niblock-Richardson Development III, LLC
Dated: November 15, 2023 Recorded in Cabarrus Co. Registry
- * A portion of the subject property is located within a 100 year flood plain area per Community Flood Panel #3710561100 K, dated November 16, 2018.
- * Map Reference - Red Hill, Phase 1 Dated June 14, 2022
Map Bk. 94, Pg. 21 Recorded in Cabarrus Co. Registry
Performed by R. Scott Dyer, PLS
- * This plat is subject to any rights-of-way, easements or agreements of record.
- * 1/2" rebar found at all corners unless otherwise noted.
- * PIN #5611630128, 5611624826, 5611711983, 5611522896 & 5611618997

See Sheet 1 of 2 for Line and Curve Tables

The purpose of this plat is to identify Lots 1 and 3 to be donated to The City of Concord along with associated easements in accordance with a Memorandum of Understanding with the City of Concord. Lot 2 will be donated to Historic Cabarrus Association, Inc.



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14996, page 41, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 28th day of April, A.D., 2025.

- I also certify to one or more of the following as indicated:
- ___ A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 - ___ B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 - ___ C. That this plat is of an existing parcel(s) of land;
 - ☒ D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 - ___ E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer
R. Scott Dyer, PLS #4444

Owner: Niblock Homes, LLC
759 Concord Pkwy.
Concord, NC 28027

Owner: Niblock-Richardson Development III, LLC
759 Concord Pkwy.
Concord, NC 28027

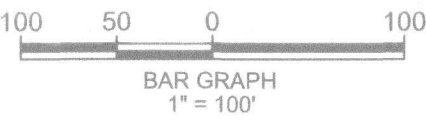


NorStar Land Surveying, Inc.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

DATE	REVISION	BY

Red Hill Subdivision		
City of Concord	Township No. 2	Cabarrus County, NC
EXEMPTION PLAT		

DATE	June 24, 2022	DRAWN BY	S. Kimrey
SCALE	1" = 100'	CHECKED BY	S. Dyer
NLS NO.	21065	SHEET	2 OF 2



Prepared by and return to:

Law Offices of Robert M. Critz, P.A.

P.O. Box 745

Concord, NC 28026-0745

File No.: 28713-C

Pin Number: 5611-71-1983, 5611-62-4826, 5611-63-0128 and p/o 5611-61-8997

Revenue Stamps: None

NO TITLE OPINION RENDERED NOR IMPLIED

NORTH CAROLINA

NON-WARRANTY DEED

CABARRUS COUNTY

THIS NON-WARRANTY DEED is made effective the 24th day of August, 2025, by and between:

GRANTOR	GRANTEE
NIBLOCK HOMES, LLC, a North Carolina limited liability company 759 Concord Parkway North, Suite 20 Concord, North Carolina 28027	CITY OF CONCORD, a North Carolina municipal corporation P.O. Box 308 Concord, North Carolina 28026-0308

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. The property, nor any part thereof, is the primary residence of the Grantor.

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all Grantor's right, title and interest in and to that certain lot or parcel of land, more particularly described as follows:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being that 24.382 acres (1,062,087.72 square feet), more or less, tract identified as LOT #1 of GREENWAY DEDICATION of RED HILL SUBDIVISION, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 105, Pages 32 and 33, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

RESERVING THEREUNTO THE RED HILL HOMEOWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, a right-of-way and general easement for that portion of the hereinabove described property identified as PARKING AND ACCESS EASEMENT and LANDSCAPE & MAILBOX EASEMENT as shown on Map Book 105, Page 33, specific reference thereto being hereby made for a more complete description thereof by metes and bounds. This reservation of easement is intended to include the asphalt parking lot and the cluster mailbox serving the residents of Red Hill Subdivision.

SUBJECT TO AND TOGETHER WITH non-exclusive access easements as described in those Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreements with the City of Concord recorded in Book 16131, Page 312 and Book 16785, Page 264 and recorded in Book 16987, Page 8.

TO HAVE AND TO HOLD all Grantor's right, title and interest in and to the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed effective the day and year first above written.

NIBLOCK HOMES, LLC,
a North Carolina limited liability company

By: 
William T. Niblock, Authorized Signor

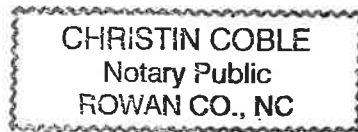
**NORTH CAROLINA
CABARRUS COUNTY**

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **William T. Niblock**, authorized signer for **Niblock Homes, LLC, a North Carolina limited liability company**, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of Niblock Homes, LLC, and that his authority to execute and acknowledge said instrument is contained in that CONSENT OF MANAGER OF NIBLOCK HOMES, LLC, TO ACTION WITHOUT MEETING, which is an instrument duly executed and acknowledged, and recorded in Book 16180, Page 185, in the Office of the Register of Deeds for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said **William T. Niblock** acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of Niblock Homes, LLC.

Witness my hand and notarial seal, this the 24th day of August, 2025.

Christin Coble
Notary Public

My Commission Expires: 02/17/2028



NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ [EXEMPT]

Parcel Identifier No. 4680-49-2592 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee, Register of Deeds Box

This instrument was prepared by: VaLerie Kolczynski, City Attorney

Brief description for the Index: Survey Tract B, Plat 78/69-72/Rocky Pop Reserve

THIS DEED made this _____ day of _____, 2025, by and between

GRANTOR

CATAWBA LANDS CONSERVANCY,
a North Carolina non-profit corporation

Address:
2400 Park Rd, Suite 1
Charlotte, NC 28203

GRANTEE

CITY OF CONCORD,
a North Carolina municipal corporation

Address:
PO Box 308
Concord, NC 28026-0308

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 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, parcel of land situated in the City of Concord, Number Two (2) Township, Cabarrus County, North Carolina and more particularly described as follows:

Being all of that Tract or Parcel of Land situate, lying, and being in Cabarrus County, containing 38.548 acres and being more fully described on survey entitled "Survey Tract B" prepared by CES Group Engineers, LLP, bearing a field survey date of April 16, 2018 and recorded in Plat Book 78, at Pages 69-72 in the Cabarrus County Public Registry. Reference is hereby made to said plat for a more complete metes and bounds description of the property.

Being the same property designated as Tract B (38.548 acres) on survey entitled "FINAL SUBDIVISION PLAT PROPERTY OF EPCON POPLAR TENT, LLC CABARRUS COUNTY, NC" recorded in Plat Book 78, at Pages 31-34 in the Cabarrus County Public Registry.

This conveyance is made expressly subject to and encumbered by that certain Declaration of Covenants and Restrictions Rocky Pop Preserve recorded in Deed Book 13266, at Page 64, Cabarrus County Public Registry.

All or a portion of the property herein conveyed DOES NOT include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 13266, Page 57 in the above Public Registry.

A map showing the above-described property is recorded in Plat Book 78, Pages 69-72 and in Plat Book 78, Pages 31-34.

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

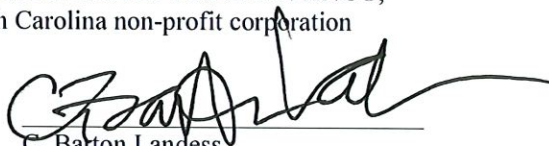
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons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

1. Subject to all easements, restrictions, conditions, utilities, protective covenants, rights-of-way, zoning laws, and all ordinances of record, including but not limited to all matters enumerated on Exhibit A attached hereto and incorporated herein.
2. Rights of others in and to the continuous and uninterrupted flow of waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.
3. Matters which would be depicted by a current and accurate physical survey of the property herein conveyed.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

CATAWBA LANDS CONSERVANCY,
a North Carolina non-profit corporation

By:



C. Barton Landess

Its:

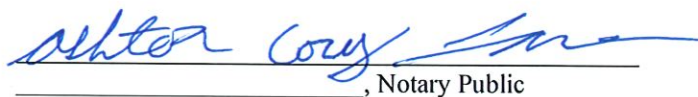
Chief Executive Officer

STATE OF NORTH CAROLINA

COUNTY OF GASTON

The undersigned Notary Public of the County and State aforesaid, certify that C. Barton Landess personally came before me this day and acknowledged that he is the Chief Executive Officer of **CATAWBA LANDS CONSERVANCY**, a North Carolina nonprofit corporation, and that he, as Chief Executive Officer, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 25 day of August, 2025.

, Notary Public

My commission expires: 10/11/2026

[NOTARY SEAL]

Page 2 of 3

EXHIBIT A***EXCEPTIONS TO COVENANTS AND WARRANTIES***

1. The lien of ad valorem taxes for 2025 and subsequent years, not yet due and payable;
2. Right of Way Grant to the Concord Telephone and Telegraph Company, Inc. recorded in Deed Book 302, at Page 31;
3. Utility Pipeline Easement to the Public Service Company of North Carolina, Inc. dba PSNC Energy recorded in Deed Book 3964, at Page 221;
4. Grant of Easement to the City of Concord recorded in Deed Book 8968, at Page 198;
5. Permanent Utility Easement to the Department of Transportation recorded in Deed Book 9210 at Page 7;
6. Temporary Easement to the Department recorded in Deed Book 9360, at Page 97;
7. 200' Duke Power Company R/W recorded in Deed Book 237, at Page 345;
8. 30' Sanitary Sewer easement to the City of Concord in Deed Book 14404, at Page 346, replacing a prior easement to the City of Concord in Deed Book 13266, at Page 60;
9. Deed of Easement to the Department of Transportation recorded in Deed Book 567, at Page 264;
10. Right of Way of Poplar Tent Road (SR 1394) as shown on survey described in item 11 immediately below;
11. Matters shown on survey by CES Group Engineers, LLP titled, "Final Subdivision Property of Epcon Poplar Tent , LLC Cabarrus County," dated August 23, 2018 and recorded in Plat Book 78, at Page 31, 32, 33, and 34 in the Cabarrus County Public Registry; and
12. Matters shown on survey by CES Group Engineers, LLP, bearing field survey date of April 16, 2018 and recorded in Plat Book 78, at Pages 69, 70, 71, and 72 in the Cabarrus County Public Registry.
13. Declaration of Covenants and Restrictions Rocky Pop Preserve as recorded in Deed Book 13266, at Page 64, Cabarrus County Public Registry.

OWNER AFFIDAVIT AND INDEMNITY AGREEMENT (NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)

PARTIES: All parties identified in this section must execute this Agreement.

Owner: Catawba Lands Conservancy, a North Carolina non-profit corporation

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: Lying in the City of Concord, Number Two (2) Township, Cabarrus County, North Carolina, being all of that Tract or Parcel of Land situate, lying, and being in Cabarrus County, containing 38.548 acres and being more fully described on survey entitled "Survey Tract B" prepared by CES Group Engineers, LLP, bearing a field survey date of April 16, 2018 and recorded in Plat Book 78, at Pages 69-72 in the Cabarrus County Public Registry. Reference is hereby made to said plat for a more complete metes and bounds description of the property.

Being the same property designated as Tract B (38.548 acres) on survey entitled "FINAL SUBDIVISION PLAT PROPERTY OF EPCON POPLAR TENT, LLC CABARRUS COUNTY, NC" recorded in Plat Book 78, at Pages 31-34 in the Cabarrus County Public Registry.

This conveyance is subject to the Declaration of Covenants and Restrictions Rocky Pop Reserve as recorded 11/14/2018 in Deed Book 13266, at Page 64, Cabarrus County Registry.

Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. Certifications: Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. Reliance and Indemnification: This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. NCLTA Copyright and Entire Agreement: This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

(See the following page for signature and notary statement)

CATAWBA LANDS CONSERVANCY,
a North Carolina non-profit corporation

By: _____

C. Barton Landess

Its: _____

Chief Executive Officer

STATE OF NORTH CAROLINA

COUNTY OF GASTON

The undersigned Notary Public of the County and State aforesaid, certify that C. Barton Landess personally came before me this day and acknowledged that he is the Chief Executive Officer of **CATAWBA LANDS CONSERVANCY**, a North Carolina nonprofit corporation, and that he, as Chief Executive Officer, being authorized to do so, executed the foregoing on behalf of the corporation.

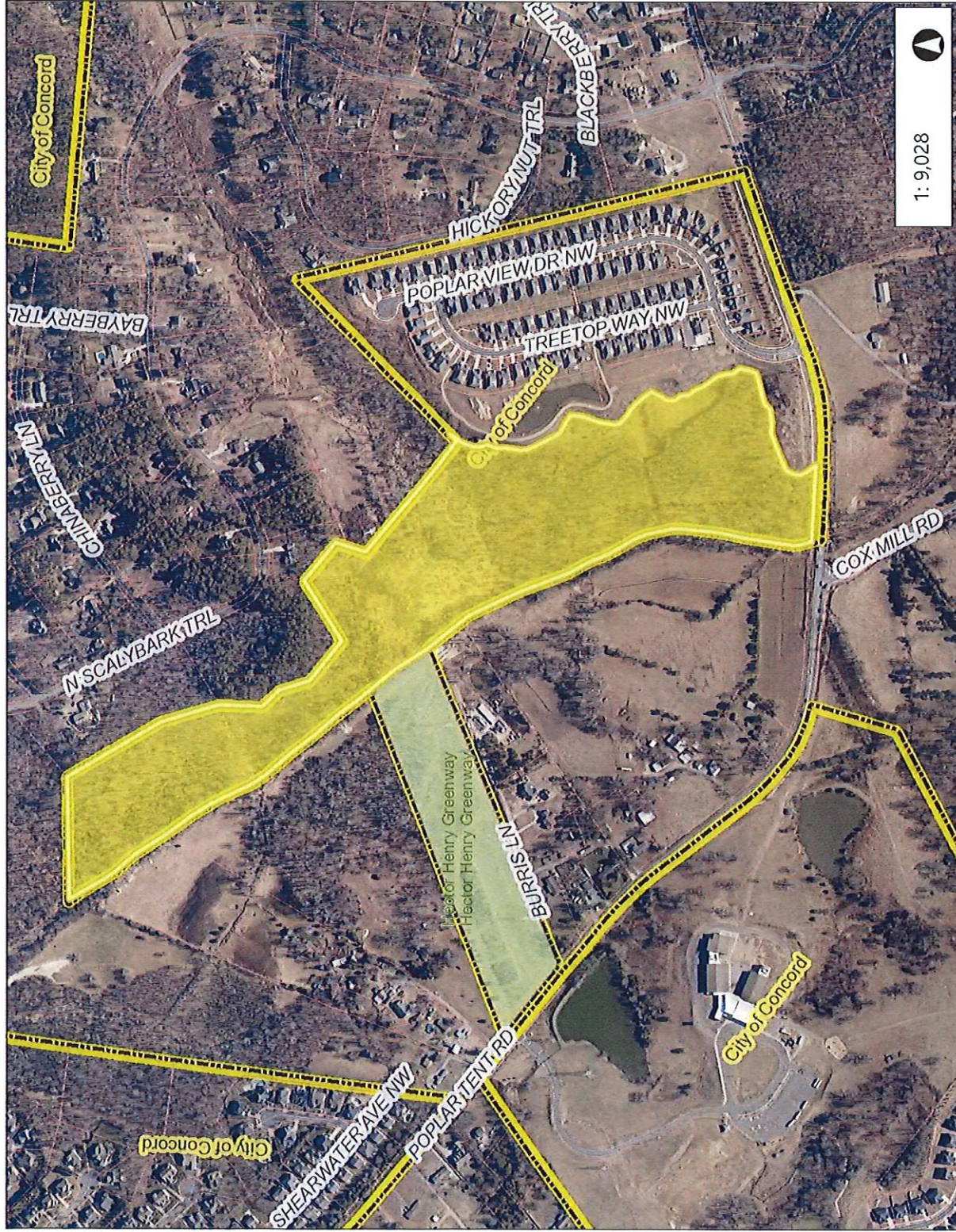
Witness my hand and official stamp or seal, this 25 day of August, 2025.



Ashton Corey Lamb, Notary Public

My commission expires: 10/11/2026

[NOTARY SEAL]



1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

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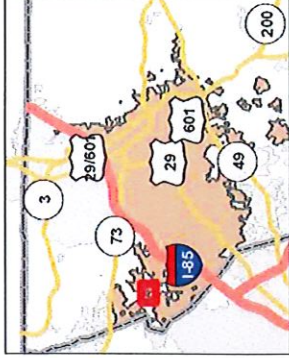
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

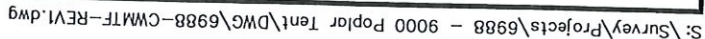
Notes

Legend

- Parcels
- Speedways & Race Tracks
- Airports & Airstrips
- Railroad
- Highways
- Interstate
- NC Highway
- US Highway
- Roads
- Parks
- Concord City Limits Zoomed In
- Other Municipal Boundaries
- Cabarrus County



S:\Survey\Projects\6988 - 9000 Poplar Tent\DWG\6988-CWMTF-REV1.dwg



OWNERSHIP: 46805849480000
 TAX PARCEL: 46805849480000
 EPCON POPLAR TENT LLC 251
 P.O. BOX 5291
 CHARLOTTE, NC 28259

PREPARED FOR:
 CATAWBA LANDS CONSERVANCY
 4530 PARK ROAD #420
 CHARLOTTE, NC 28209

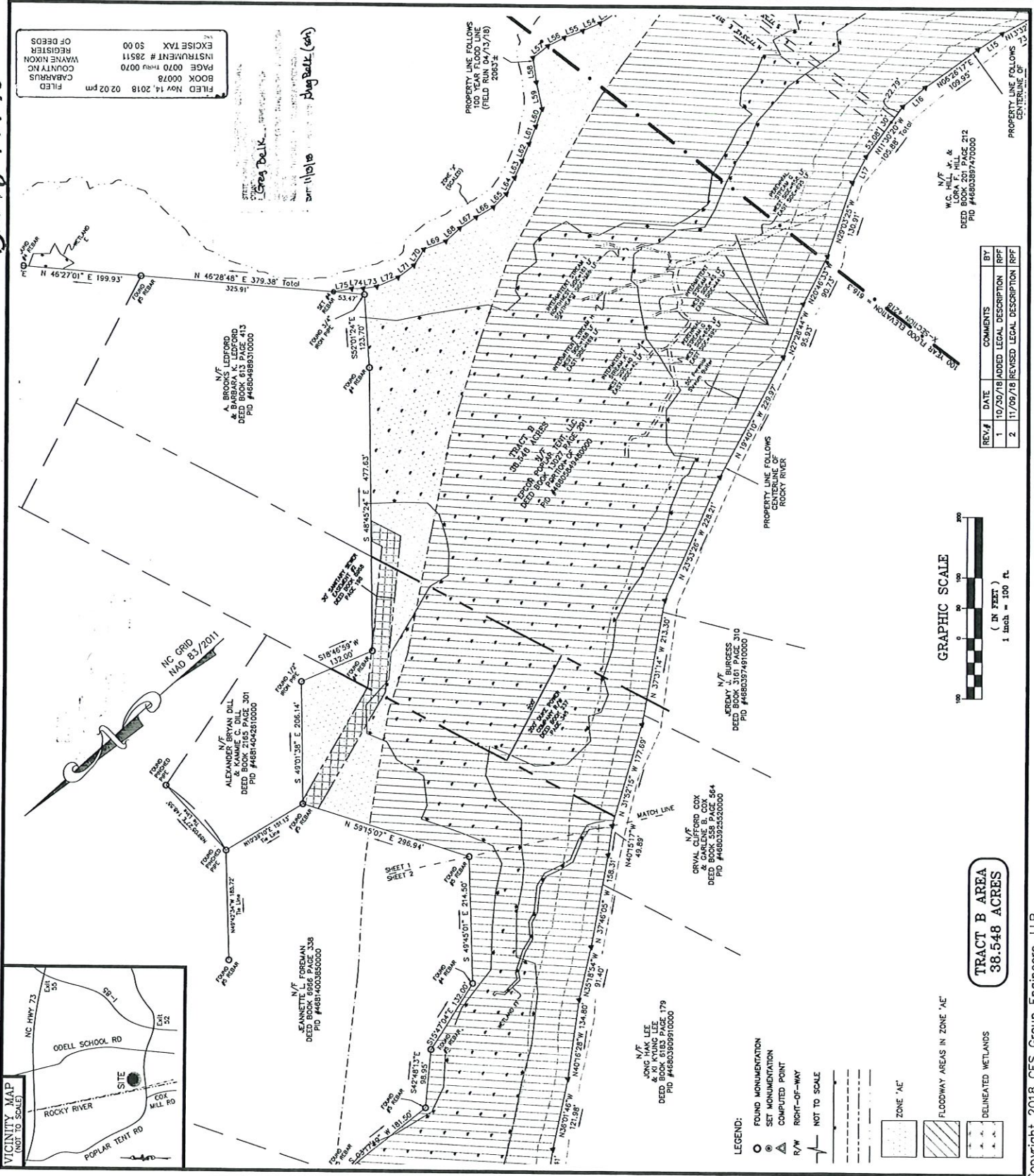
CES GROUP
 ENGINEERS, LLP
 NG FIRM LICENSE# F-1240
 274 N. HWY. 16, SUITE 300
 DENVER, NC 28037
 T 704.489.1500
 www.ces-group.net



TRACT B
 SURVEY
 FEE TO BE CONVEYED TO THE CATAWBA LANDS CONSERVANCY TO
 BE PROTECTED BY RESTRICTIVE COVENANTS
 PORTION OF PARCEL 46805849480000
 CABARRUS COUNTY, NC
 CLEAN WATER MANAGEMENT TRUST FUND GRANT CONTRACT
 #2014-011

DRAWN BY: GHL/RPF/MS
 CHECKED BY: KCH
 PROJECT NO: 6988
 SHEET: 2 OF 4
 FIELD SURVEY DATE: 4/16/2018
 SCALE: 1" = 100'
 DRAWING TITLE: 6988-CWMTF.dwg

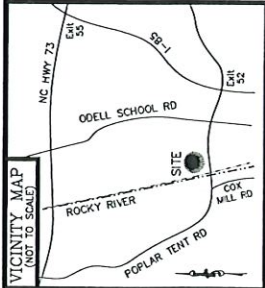
BA 28 PG 70



REV#	DATE	COMMENTS	BY
1	10/30/18	ADDED LEGAL DESCRIPTION	RFF
2	11/09/18	REVISED LEGAL DESCRIPTION	RFF

TRACT B AREA
 38.548 ACRES

BK 78 PG 71

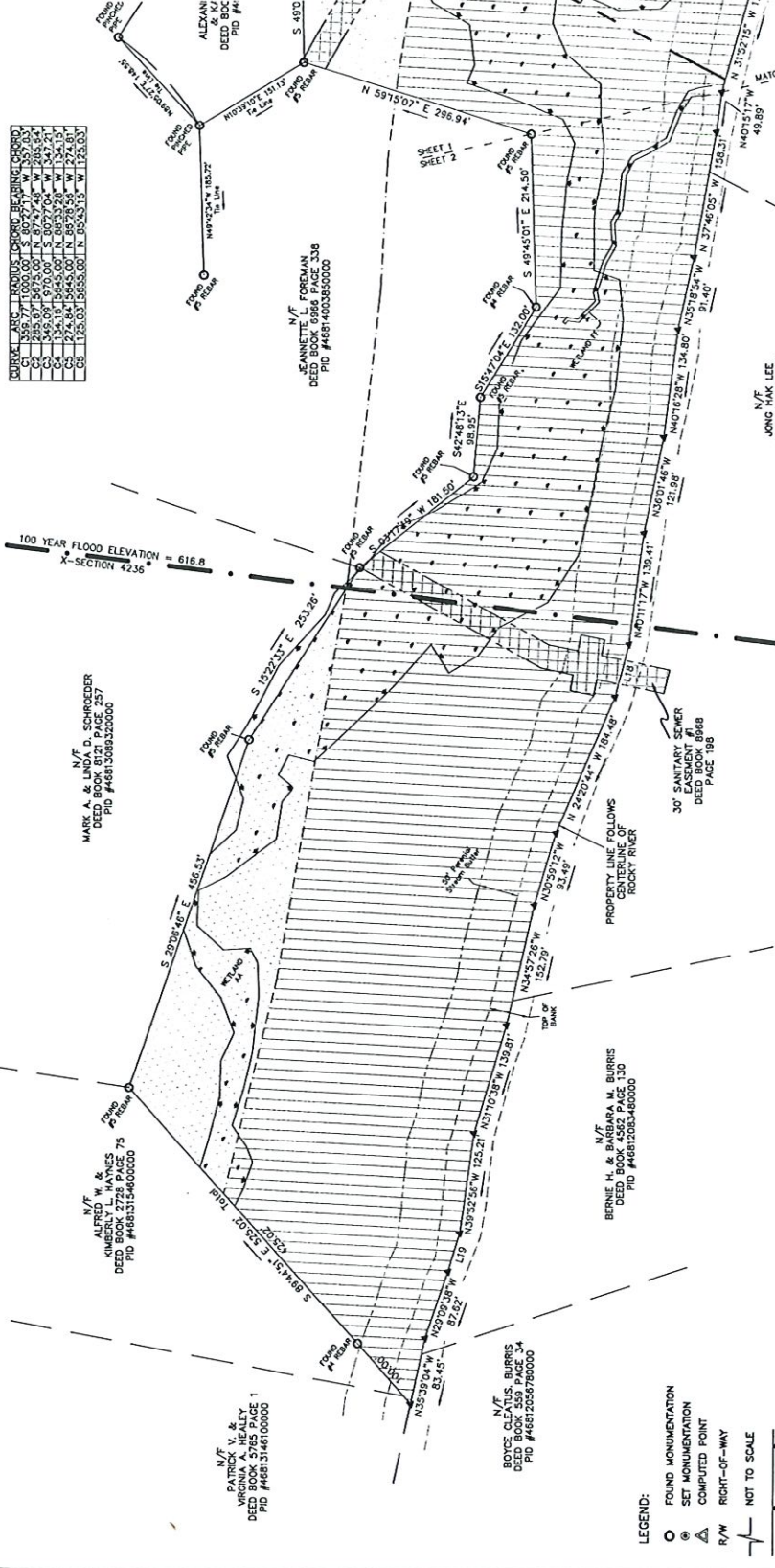


TRACT B AREA
38.548 ACRES

FILED Nov 14, 2018 02:02 pm
BOOK 0078
PAGE 0071 THRU 0071
INSTRUMENT # 28512
EXCISE TAX \$0.00

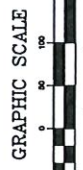
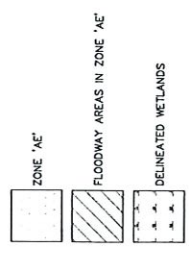
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2	S 89° 52' 02" W	75.17	18	S 89° 52' 02" W	75.17
3	N 103° 03' 15" W	41.24	19	N 103° 03' 15" W	41.24
4	S 89° 52' 02" W	75.17	20	S 89° 52' 02" W	75.17
5	N 103° 03' 15" W	41.24	21	N 103° 03' 15" W	41.24
6	S 89° 52' 02" W	75.17	22	S 89° 52' 02" W	75.17
7	N 103° 03' 15" W	41.24	23	N 103° 03' 15" W	41.24
8	S 89° 52' 02" W	75.17	24	S 89° 52' 02" W	75.17
9	N 103° 03' 15" W	41.24	25	N 103° 03' 15" W	41.24
10	S 89° 52' 02" W	75.17	26	S 89° 52' 02" W	75.17
11	N 103° 03' 15" W	41.24	27	N 103° 03' 15" W	41.24
12	S 89° 52' 02" W	75.17	28	S 89° 52' 02" W	75.17
13	N 103° 03' 15" W	41.24	29	N 103° 03' 15" W	41.24
14	S 89° 52' 02" W	75.17	30	S 89° 52' 02" W	75.17
15	N 103° 03' 15" W	41.24	31	N 103° 03' 15" W	41.24
16	S 89° 52' 02" W	75.17	32	S 89° 52' 02" W	75.17

CURVE	ARC	RADIUS	CHORD	BEARING	ORD
1	358.97	150.00	100.00	N 89° 52' 02" W	358.97
2	358.97	150.00	100.00	S 89° 52' 02" W	358.97
3	358.97	150.00	100.00	N 89° 52' 02" W	358.97
4	358.97	150.00	100.00	S 89° 52' 02" W	358.97
5	358.97	150.00	100.00	N 89° 52' 02" W	358.97
6	358.97	150.00	100.00	S 89° 52' 02" W	358.97
7	358.97	150.00	100.00	N 89° 52' 02" W	358.97
8	358.97	150.00	100.00	S 89° 52' 02" W	358.97
9	358.97	150.00	100.00	N 89° 52' 02" W	358.97
10	358.97	150.00	100.00	S 89° 52' 02" W	358.97



- NOTES:
- THIS PARCEL WAS SUBDIVIDED ON OCTOBER 3, 2018 IN BOOK 78 PAGE 31-34, AS OF OCTOBER 30, NO NEW OR ADDITIONAL TAX PARCEL INFORMATION IS REQUIRED TO BE FILED WITH THE COUNTY CLERK'S OFFICE.
 - BOUNDARY INFORMATION BASED ON DEED BOOK 11750 PAGE 81, AS RECORDED IN THE CABARRUS COUNTY REGISTER OF DEEDS. DASHED LINES INDICATE LINES NOT SURVEYED.
 - AREA BY COORDINATE METHOD. ALL DISTANCES SHOWN ARE HORIZONTAL AND US FEET.
 - REMARKS SET AT ALL CORNERS UNLESS OTHERWISE NOTED. ALL DISTANCES ARE HORIZONTAL AND US FEET.
 - THIS PROPERTY IS LOCATED WITHIN ZONE 3X & 4X ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 771648100U & 371048000U DATED NOVEMBER 5, 2008.
 - THIS SURVEY WAS CONDUCTED BY CES GROUP ENGINEERS, LLP TITLED "SHERWOOD DEVELOPMENT-POPLAR TENT ROAD" BY WETLANDS AND ENVIRONMENTAL PLANNING GROUP, DATED 3/08/18.

- LEGEND:
- FOUND MONUMENTATION
 - SET MONUMENTATION
 - COMPUTED POINT
 - R/W
 - RIGHT-OF-WAY
 - NOT TO SCALE



REV#	DATE	COMMENTS	BY
1	10/30/18	ADDED LEGAL DESCRIPTION	RPF
2	11/09/18	REVISED LEGAL DESCRIPTION	RPF

CES GROUP ENGINEERS, LLP
274 N. HWY. 16, SUITE 300
DENVER, CO 80203
www.ces-group.net

CES GROUP ENGINEERS, LLP
274 N. HWY. 16, SUITE 300
DENVER, CO 80203
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TRACT B
SURVEY

FEES TO BE CONVEYED TO THE CATAWBA LANDS CONSERVANCY TO BE PROTECTED BY RESTRICTIVE COVENANTS

CABARRUS COUNTY, NC

PORTION OF PARCEL 46805849480000

CLEAN WATER MANAGEMENT TRUST FUND GRANT CONTRACT

#2014-011

DRAWN BY:
GHL/RPF/MS

CHECKED BY:
KCH

PROJECT NO.:
6988

SHEET:
3 OF 4

FIELD SURVEY DATE:
4/16/2018

SCALE:
1" = 100'

DRAWING TITLE:
6988-CWMTF.dwg

BK 38 PG 32

OWNERSHIP: 46805849480000
TAX PARCEL: 000778 PAGE 291
EPCON POPLAR TENT, LLC
P.O. BOX 5291
CHARLOTTE, NC 28259

PREPARED FOR:
CATAMBA LANDS CONSERVANCY
4530 PARK ROAD #420
CHARLOTTE, NC 28209

www.ces-group.net
T 704.489.1500
DENVER, CO 80207
DENVER, CO 80207
F 704.489.1500

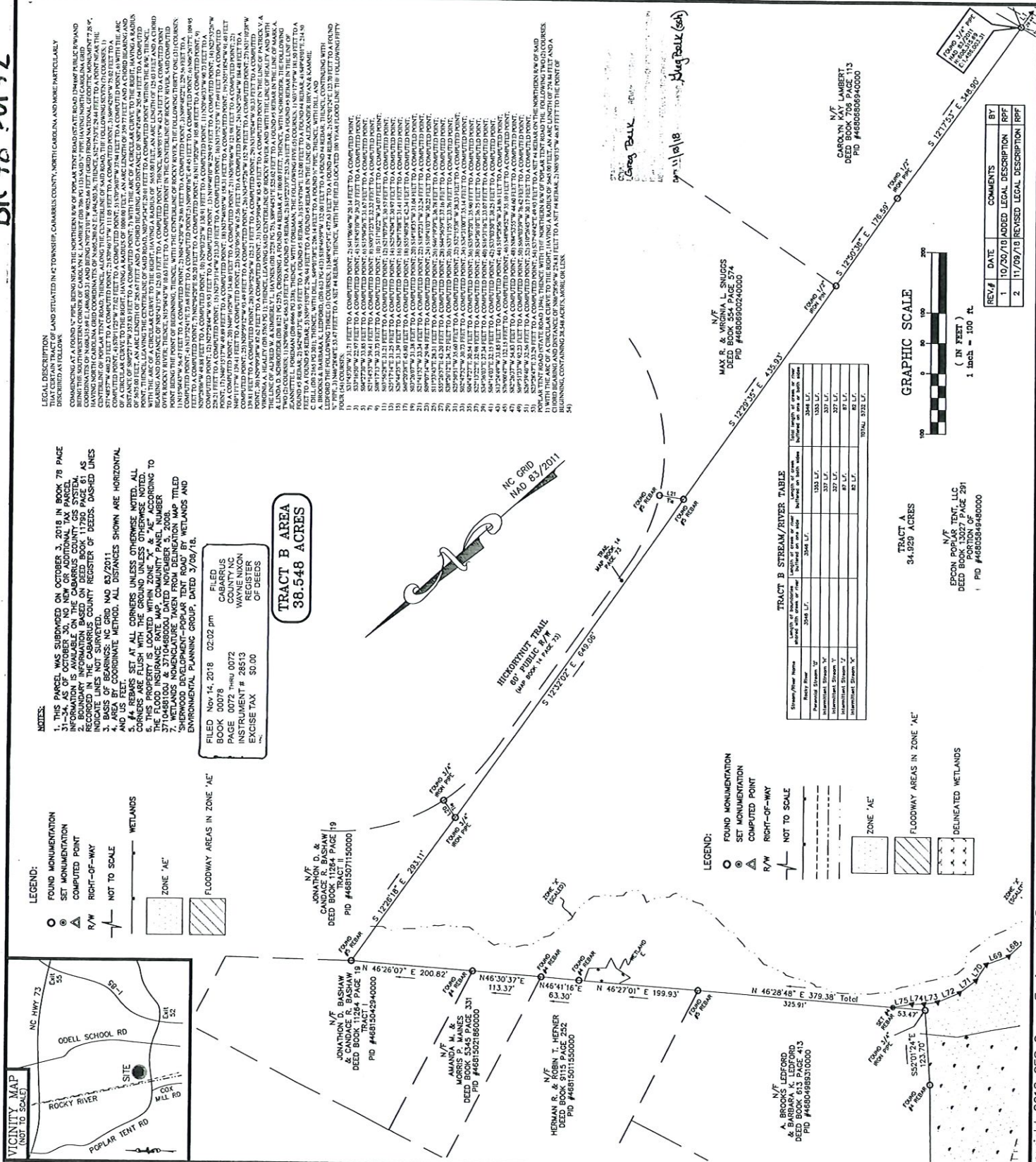
274 N. HWY. 16, SUITE 300
DENVER, CO 80207
F 704.489.1500

CEG GROUP
ENGINEERS, LLP
NC FIRM LICENSE # F-1240

TRACT B
SURVEY
PORTION OF PARCEL 46805849480000
CABARUS COUNTY, NC
CLEAN WATER MANAGEMENT TRUST FUND GRANT CONTRACT
#2014-011

FEES TO BE CONVEYED TO THE CATAMBA LANDS CONSERVANCY TO
BE PROTECTED BY RESTRICTIVE COVENANTS
PORTION OF PARCEL 46805849480000
CABARUS COUNTY, NC
CLEAN WATER MANAGEMENT TRUST FUND GRANT CONTRACT
#2014-011

DRAWN BY: CHL/RPF/MS
CHECKED BY: KCH
PROJECT NO: 6988
SHEET: 4 OF 4
FIELD SURVEY DATE: 4/16/2018
SCALE: 1" = 100'
DRAWING TITLE: 6988-CWMTF.dwg



SCANNED AND RETURNED

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS
 FILED Nov 14, 2018
 AT 02:13 pm
 BOOK 13266
 START PAGE 0064
 END PAGE 0073
 INSTRUMENT # 28517
 EXCISE TAX \$0.00
 MDW

**DECLARATION OF COVENANTS AND RESTRICTIONS
 ROCKY POP PRESERVE**

Prepared by: Catawba Lands Conservancy and Clean Water Management Trust Fund

**After Recording Return to: Nancy Guthrie, NC Clean Water Management Trust Fund,
 1651 Mail Service Center, Raleigh, NC 27699-1541**

**NORTH CAROLINA
 P/O Tax Parcel 46805849480000**

**CABARRUS COUNTY
 CWMTF No. 2014-011**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Restrictive Covenants") made on this 14th day of November, 2018, by the Catawba Lands Conservancy, a North Carolina non-profit corporation, with an address of 4530 Park Road, Suite 420, Charlotte, NC 28209; ("Declarant")

RECITALS & CONSERVATION PURPOSES

WHEREAS, Declarant is the sole owner in fee simple of that certain real property containing a total of approximately 38.548 acres more or less, located in Cabarrus County, North Carolina, and described in the General Warranty Deed dated Nov. 13, 2018 from Epcon Poplar Tent, LLC to Catawba Lands Conservancy and recorded in Deed Book 13266 at Page 57 in the Cabarrus County Public Registry (hereinafter the "**Property**"); and

WHEREAS, the **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND**, a division of the North Carolina Department of Natural and Cultural Resources with an address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651 ("**Fund**") is authorized by Chapter 143B, Article 2, Part 41 of the General Statutes of North Carolina ("N.C.G.S.") to acquire land and interests in land:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and

10/20

- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
- to provide buffers around military bases to protect the military mission; and
- that represents the ecological diversity of North Carolina (the "State"), including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; and
- that contributes to the development of a balanced State program of historic properties.

WHEREAS, Declarant has received a grant from the Fund (Grant Contract No. 2014-011) for acquisition of the Property in consideration of which Declarant has agreed that the Property will be restricted in a manner that will:

- preserve, enhance, restore, and maintain the natural features and resources of the Property, to provide habitat for native plants and animals, to control runoff of sediment, and to improve and maintain water quality, including providing environmental protection for surface waters of portions of the Rocky River and its tributaries;
- establish or expand a network of riparian greenways for environmental, educational, and recreational uses; and
- protect and preserve the ecological diversity represented by the Property for recreational, scientific, educational, cultural, and aesthetic purposes.

WHEREAS,

- Declarant and Fund recognize that the Property is located adjacent to the Rocky River and that the Property has been deemed by the State to qualify as a riparian buffer, addressing the protection, including, but not limited to, cleanup and prevention of pollution, of the State's surface waters, and the establishment of a network of riparian buffers and greenways;
- Declarant and Fund recognize that the Property represents the ecological diversity of North Carolina, including, but not necessarily limited to, natural features such as those described in the Baseline Documentation Report for Rocky Pop Preserve dated October 25, 2018. Declarant and Fund further recognize that restricting use of the Property in the manner set forth herein will facilitate preservation and conservation of these natural features for recreational, scientific, educational, cultural, and aesthetic purposes; and

- Moreover, Declarant and Fund recognize that the Property has other conservation values in addition to those described above, including wildlife conservation, open space, and scenic values for environmental, educational, and recreation uses (hereinafter, collectively with the conservation values described above, the “Conservation Values”).

WHEREAS, Declarant and Fund recognize that the Property is intended for uses supported by the Carolina Thread Trail that are consistent with these Restrictive Covenants; and

WHEREAS, the Fund requires Declarant to record these Restrictive Covenants to ensure appropriate conservation and management of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration to Declarant and to the Fund as protector of the public interests it promotes, the Declarant hereby adopts and declares the Property subject to the restrictions hereinafter set forth, the purposes which are to protect and preserve the Conservation Values of the Property.

ARTICLE I. DURATION OF RESTRICTIVE COVENANTS

The covenants and restrictions contained in these Restrictive Covenants shall be permanent and perpetual, shall run with the land and shall be binding upon Declarant and its successors and assigns as owner of the Property, and all those claiming by, through or under each such owner, in perpetuity. These Restrictive Covenants are intended to be a “conservation agreement” and/or “preservation agreement,” as defined and contemplated in the Historic Preservation and Conservation Agreements Act, N.C.G.S. § 121-34, *et seq.*

ARTICLE II. EXCEPTIONS TO RESTRICTIONS

A. Recreation. Declarant shall be permitted to engage in and permit others to engage in passive non-equestrian recreational uses of the Property, including, walking, hiking, fishing, swimming, and animal or plant observation, so long as the Conservation Values are not impaired.

B. Construction of Trails and Incidental Facilities. Declarant may construct, repair, and relocate paved or unpaved greenway trails on the Property, and facilities and infrastructure incidental to and for the convenience of users of the greenway trail, such as observation platforms, boardwalks, litter receptacles, signage, canoe accesses, benches, and similar conveniences. Declarant may also establish and construct on the Property parking areas near adjacent streets, and trail connections from such parking areas to the greenway trail as long as these facilities are at least 50 feet from the top of the stream bank where practicable and do not further degrade water quality. Existing trails that are closer than 50 feet from top of the stream bank and depicted on **Exhibit B** may continue. All necessary care shall be taken to complete the

construction of such features in a manner so as not to impair any Conservation Values either during or after construction.

C. Maintenance. Declarant shall be responsible, at its expense, for maintaining the Property with the purposes set forth herein, including maintenance of a greenway trail, mowing, removal of trash, waste and litter, and efforts to control vandalism and other crimes on the Property.

D. Vegetation Management. Declarant may install appropriate native landscaping, remove vegetation for stream restoration, remove or control invasive exotic plants, remove dead and dangerous trees, and prune vegetation to ensure the health of the vegetation as well as the safety of the public on the Property provided these activities do not impair the Conservation Values.

E. Stream Restoration. Declarant reserves the right, at its expense, to restore and stabilize the stream channel and bank, based upon prevailing design and permitting standards, to enhance water quality on the Property. Restoration and stabilization activities should be based on a design using as many natural materials such as vegetation as practicable. In the event such stream restoration occurs, Declarant shall be responsible for maintaining the integrity of the stream bank.

F. Rules and Regulations. Declarant shall have the sole right to promulgate or approve rules and regulations for the reasonable use of the Property by the public, provided the Property is used for the purposes stated herein, including walking, educational tours, scientific study of the Property and its natural ecosystems, hiking, bike riding, jogging, and picnicking, and other non-equestrian recreational uses.

G. Motor Vehicles. Declarant may use motor vehicles on the greenway trail to carry out the purposes of these Restrictive Covenants and for security purposes within the Property. All other use of motor vehicles on the Property except emergency vehicles is prohibited.

I. Utilities and other Public Purposes. Declarant shall have the right to grant easements or rights-of-way across the Property for underground utilities and other public purposes consistent with the primary purposes set forth herein. Such easements or rights-of-way shall be located in a manner that will minimize the impact on Conservation Values.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

A. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or disturbance of other natural features, including plant and animal life, except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of asphalt and greenway trails and related convenience facilities, and public accesses allowed hereunder; (2) selective cutting or clearing of vegetation, and the application of approved chemicals for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of invasive exotic plants; (3)

hunting and fishing pursuant to applicable local, state, and federal rules and regulations; (4) removal of damaged trees and debris caused by storm, disease, or fire and posing a threat to life or property; and (5) to allow installation of underground utilities pursuant to **Paragraph I of Article II**.

B. Industrial and Commercial Use. Industrial and commercial activities and any right of passage across the Property for such purposes are prohibited.

C. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural, and animal husbandry operations are prohibited on the Property.

D. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed on the Property, except as allowed by **Article II**.

E. Signs. Signs are not permitted on the Property except as follows: local, state, or federal traffic or similar informational signs; greenway trail signs; for sale or lease signs; signs identifying the conservation values of the Property; signs identifying the Declarant as the owner of the property and the Fund as funder of the project; educational and interpretive signs; identification labels or any other similar temporary or permanent signs, as approved by the Fund.

F. Dumping or Storing. Dumping or storage of trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material on the Property is prohibited.

G. Mineral Use, Excavation or Dredging. There shall be no filling, excavation, dredging, mining, or drilling on the Property and no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials on the Property, except as allowed by **Article II**.

H. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters and no activities that would be detrimental to water quality or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by the State and any other appropriate authorities.

I. Conveyance and Subdivision. The Property shall not be divided, subdivided, or partitioned. No property interest in the Property may be divided, subdivided, or partitioned. Without limiting the foregoing, the Property shall not be conveyed except in its current configuration as a single parcel of property.

ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement. The right of enforcement of these Restrictions is hereby granted and vested with Declarant.

B. Third Party Right of Enforcement. In the event that the Declarant fails to enforce any of the terms of this Restrictive Covenants, the State shall have the independent right to enforce the terms of this Restrictive Covenants through any and all authorities available under state or federal law. Any forbearance by the State to exercise this third party right of enforcement shall not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Restrictive Covenants. And the State, its agents and employees shall have such right of entry and access as may be necessary to carry out its third party rights of enforcement set forth herein.

ARTICLE V. DOCUMENTATION AND TITLE

A. Property Condition. The parties acknowledge that the Property is currently undeveloped land, with no improvements other than as described in **Exhibit A** and easements and rights of way of record.

B. Title. The Declarant covenants and represents that the Declarant is the sole owner and is seized of the Property in fee simple and has good right to establish the covenants and restrictions contained herein; that there is legal access to the Property, that the Property, except as to the items listed immediately below, is free and clear of any and all encumbrances, none of which would nullify, impair or limit in any way the terms or effect of these Restrictive Covenants; Declarant shall defend its title against the claims of all persons whomsoever.

EXCEPTIONS TO COVENANTS AND WARRANTIES:

- 1) The lien of ad valorem taxes for 2019 and subsequent years, not yet due and payable;
 - 2) Right of Way Grant to the Concord Telephone and Telegraph Company, Inc. recorded in Book 302, Page 31;
 - 3) Utility Pipeline Easement to the Public Service Company of North Carolina, Incorporated dba PSNC Energy recorded in Book 3964, Page 221;
 - 4) Grant of Easement to the City of Concord recorded in Book 8968, Page 198;
 - 5) Permanent Utility Easement to the Department of Transportation recorded in Book 9210, page 7;
 - 6) Temporary Easement to the Department of Transportation recorded in Book 9360, Page 97;
 - 7) 200' Duke Power Company R/W recorded in Book 237, Page 345;
 - 8) 30' Sanitary Sewer Easement described in Book 13266, Page 60;
 - 9) Deed of Easement to the Department of Transportation recorded in Book 567, Page 264;
 - 10) Right of Way of Poplar Tent Road (SR 1394) as shown on the survey described in item 11 immediately below;
 - 11) Matters shown on survey by CES Group Engineers, LLP entitled "Final Subdivision Property of Epcon Poplar Tent LLC Cabarrus County", dated August 23, 2018 and recorded in Plat Book 78 at Pages 31, 32, 33 & 34 in the Cabarrus County Public Registry; and
 - 12) Matters shown on survey by CES Group Engineers, LLP, bearing field survey date of April 16, 2018 and recorded in Plat Book 79 at Pages 69, 70, 71 & 72 in the Cabarrus County Public Registry;
- (*The recording information in these Exceptions refers to instruments recorded in the Cabarrus County Register of Deeds.)

C. **Recovery Related to Title Defect, Encumbrance, or Encroachment.** Declarant obtained title insurance at the time of acquisition of the Property in the amount of \$177,600.00. In the event that Declarant, or any successor or assign of Declarant, obtains any compensation, reimbursement, or payment of any money, funds, or other thing of value from, on behalf of, or for the benefit of, a title insurer or a predecessor in interest, arising out of or related to any title issue or defect, encumbrance, or encroachment, related to the Property, then Declarant, or its successor or assign, as the case may be, shall pay fifty percent (50%) of such money, funds, and the value of the other thing of value received by it to the Fund.

ARTICLE VI. MISCELLANEOUS

A. **Subsequent Transfer of Fee.** Declarant hereby covenants and agrees, that in the event it transfers or assigns the Property, the transferee of the Property shall be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "**Internal Revenue Code**"), which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Declarant agrees for itself, its successors and assigns, to notify State in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time said transfer is consummated. Any transferee or assignee of the Property shall take title subject to these Restrictive Covenants as set forth herein, shall perform all such acts as shall be necessary to effect the transfer. Declarant, for itself, its successors and assigns, further agrees to make specific reference to these Restrictive Covenants in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

B. **Conservation Purpose.**

(1) The parties hereto recognize and agree that the benefits of these Restrictive Covenants are in gross and assignable, provided, however that the Declarant hereby covenants and agrees, that in the event it transfers or assigns its interest in these Restrictive Covenants, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and the Declarant further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

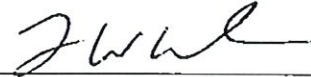
(2) Unless otherwise specifically set forth in these Restrictive Covenants, nothing herein shall convey to or establish for the public a right of access over the Property.

C. **Amendments.** Declarant shall not amend these Restrictive Covenants except with the prior written consent of the Fund. Any amendment(s) shall be effective upon recording in the public records of Cabarrus County, North Carolina.

IN WITNESS WHEREOF, Declarant, by authority duly given, has hereunto caused these presents to be executed by their respective officers and its seal affixed, to be effective the day and year first above written.

DECLARANT:

CATAWBA LANDS CONSERVANCY, a
North Carolina nonprofit corporation

By: 
Thomas W. Okel, Executive Director

ATTEST:

By: 
Saxby Chaplin
Corporate Secretary

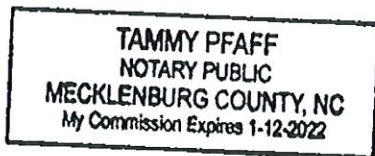


[Affix Corporate Seal]

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Tammy Pfaff, a Notary Public of the County and State aforesaid, do hereby certify that Saxby Chaplin personally appeared before me this day and acknowledged that he/she is the Corporate Secretary of Catawba Lands Conservancy, a non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive Director, Thomas W. Okel, sealed with its corporate seal, and attested by himself/herself as its Corporate Secretary.

Witness my hand and notarial seal this the 14th day of November, 2018.



Notary Public: 
Printed Name: Tammy Pfaff
My commission expires: 1-12-2022

EXHIBIT A

List improvements on the Property.

There are no improvements on the Property other than those installed pursuant to easements and rights of way of record.

EXHIBIT B
Existing Trail Map

There are no existing trails on the Property



- CATAWBA -
LANDS CONSERVANCY
 LAND | WATER | FARMS | NATURE

Rocky Pop Preserve
Board Resolution (Transfer of Fee to City of Concord)
July 22, 2020

Project: Rocky Pop Preserve

Acreage: 38.5 acres

Location: Rocky River, Cabarrus County, NC

Public Benefit: Federal - Preserving land areas for outdoor recreation by, or for the education of, the general public; relatively natural habitats for fish, wildlife or plants or similar ecosystems; the preservation of open space in furtherance of a governmental policy to preserve surface water quality, including riparian buffers, wetlands and floodplains. State - Public access to public waters or trails; fish and wildlife conservation and watershed protection.

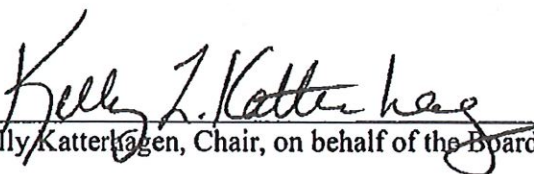
Project History: This property is located on Poplar Tent Road in Concord, N.C. and was acquired by the Conservancy in late 2018 and encumbered by a Declaration of Covenants and Restrictions as required by the Clean Water Management Trust Fund ("CWMTF"). A future segment of the Thread Trail is planned for the property. Prior to acquisition, the Conservancy's Board approved a) recording Restrictive Covenants encumbering the property using the CWMTF template; and b) transferring the fee to a partner entity and retaining a Conservation Easement using the CWMTF template.

Strategy: Transfer the fee to the City of Concord subject to the CWMTF Declaration of Covenants and Restrictions that were recorded in November 2018, encumbering the property in lieu of retaining a Conservation Easement.

Recommendation: The Land Acquisition Committee recommends that the Board approve transferring the fee to the City of Concord subject to the CWMTF Declaration of Covenants and Restrictions that were recorded in November 2018, encumbering the property in lieu of retaining a Conservation Easement.

Resolved: By majority vote of its members, the Catawba Lands Conservancy Board of Directors, in recognition of the public benefit and conservation values identified above and the proposed project's consistency with the Conservancy's adopted project selection criteria, hereby approves this project as recommended by the Land Acquisition Committee and authorizes Conservancy staff to undertake all efforts, reports and procedures necessary to complete the transaction.

This action is effective this 22nd day of July, 2020.



Kelly Katterhagen, Chair, on behalf of the Board of Directors

Utility Billing and Collections

Including City Commercial Waste Collection Billing

Late Fee: A Utility late fee of 1 ½ percent will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 26th day. New payment arrangements are subject to late fee.

Same Day Connection Fee

Monday – Friday 8:00am – 3:00pm	No Charge	
Monday – Friday 3:01pm – 5:00pm	\$100.00	Per Connection

Note: No regular connection after hours, on weekends, or holidays. Same day service will only apply to residential customers applying for new service or transferring service. Same day service is not available for meter sets.

Non-Payment Administration Fee

Monday – Friday 8:00am – 4:00pm	\$50.00	Per Occurrence
Monday – Friday after 4:00pm, Weekends, and Holidays	\$100.00	Per Occurrence

Note: Once a customer has been placed on the cutoff list, administrative fees apply regardless of whether the customer has been disconnected.

Security Deposits

Commercial and Industrial customers who provide a letter of credit at the initial application for service will not be required to pay a deposit. However, if a letter of credit is not provided, a deposit equal to two months' average bill at the same address is required. Disconnection for non-payment will require a deposit equal to two months average bill for reconnection of services.

Residential customers who meet a satisfactory credit rating are not required to have a security deposit at time of initial service. Disconnection for non-payment, returned checks, or bankruptcy will subject customer to deposit schedule for reconnection of service. A credit letter will be accepted in lieu of a deposit.

Residential customers who fail to meet a satisfactory credit rating will be required to pay a deposit as follows:

Water service	\$75.00	Per Connection
Electric service	\$200.00	Per Connection
Sewer service	\$75.00	Per Connection

Any combination of utility services, deposit fees will be added together for the total deposit amount as stated above.

Returned Payment Charge: There will be a \$25.00 service charge for returned payments. Services are subject to disconnection for returned payments.

Partial Payment Application: Partial payments will be applied to services in the order of Stormwater, Commercial waste collection, Sewer, Water, and Electricity. Customer is responsible for remaining past due amounts and is subject to disconnection without further notice.

Check Cashing: Checks are not accepted for accounts disconnected due to non-payment and/or returned payments. No third-party checks will be cashed.

Involuntary Discontinuance of Service – Water and Sewer

In order to protect the City's water distribution and wastewater collection systems, to protect the consuming public, to prevent the dangerous and destructive practice of tampering with any water distribution or wastewater collection facilities of the City, the following ~~penalties-procedures~~ are hereby established:

- ~~1. Penalty of \$500.00 for altering, tampering with, removing, or replacing a City water meter. A fee of \$500.00 for jumping or by-passing of water meter.~~
- ~~2. All cases not covered by the specific situations as noted above, will be judged on an individual basis and treated accordingly.~~
- ~~3.1. In addition to the fees set forth above, the~~ The offending party shall pay all costs incurred by the City by reason of damage to its equipment.
- ~~4.2. In addition to the fees and costs provided in the above, such conduct described shall be subject to immediate disconnection of City water and/or sewer service if the offending party is a City water and/or sewer customer.~~
- ~~5. The penalties and costs herein provided shall be imposed by the Customer Service Manager, department(s) involved, or their designated agents.~~

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Utility Billing and Collections

- ~~6.3.~~ When it becomes necessary for the City to discontinue services for any reasons listed in Section ~~42~~, Discontinuing Services of the City's Customer Service Policies and Procedures Manual, service will be restored after payment of (1) all past due bills due to the City, (2) any deposit as required, and (3) any material and labor costs incurred by the City, according to the current Fee Schedule. No meters will set in subdivision until all ~~penalties-and-charges~~ are paid.
- ~~7.4.~~ Any person upon whom ~~penalty-and/or~~ cost is imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
- ~~8.5.~~ Any person upon whom any ~~penalty-and/or~~ cost are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
- ~~9.~~ If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100.00 plus the damages, usage, and reconnection fee.

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Involuntary Discontinuance of Service (Meter Tampering) – Electric

In order to protect the City's electric distribution systems, to protect the consuming public, to prevent the theft of electric energy, and to prevent the dangerous and destructive practice of tampering with electric facilities of the City, the following fees are hereby established:

- ~~1.~~ A penalty of \$50.00 for breaking, removing, or replacing a City electric meter seal or disconnecting or reconnecting City electric service for the purpose of working on the service without notice to and approval by the Customer Care Department. Any consumer who fails to have said service inspected by the County Electrical Inspector within a period of five (5) working days, or upon said inspection, such work as was done should fail electrical inspection, shall be subject to immediate disconnection from the City electric system, and shall be liable to the City for all costs incurred during disconnection and reconnection of said service.
- ~~2.~~ A penalty of \$500.00 for altering, tampering with, or removing or replacing a City electric meter for the purpose of obtaining service after service has been disconnected for non-payment of electric bills rendered.
- ~~3.~~ A penalty of \$500.00 for straight wiring, jumping or by any other means obtaining electric service from an existing service pole or pedestal. A penalty of \$500.00 for altering the registration of an electric meter by use of any electronic or mechanical means or the obtaining of electric power by any means when said power is obtained by bypassing registration of the electric meter.
- ~~4.2.~~ If metering equipment is damaged, it will be replaced or repaired according to the City's specifications. Any offending party whose electric service has been discontinued by the City pursuant to this section shall not be eligible for reconnection to the City's electric service either at the point of infringement or at any other locations on the City's electric system until the penalty imposed & all replacement/repair costs are paid in full.
- ~~5.3.~~ If service has been disconnected from a power source for non-payment or meter tampering and the customer restores service on a non-protected circuit (i.e. mobile home pedestal, junction pedestal, transformer, etc.), persons involved may face legal prosecution and penalties in the amount of \$500.00 will be required in addition to other tampering charges to reconnect service.
- ~~6.~~ All cases not covered by the specific situations as noted above, will be judged on an individual basis and treated accordingly.
- ~~7.4.~~ In addition to the penalties and cost provided in the above, such conduct described shall be subject to immediate disconnection of City electric service if the offending party is a City electric customer.
- ~~8.~~ The penalties and costs herein provided shall be imposed by the Customer Service Manager or his/her designated agent.
- ~~9.5.~~ Any person upon whom any penalties and/or costs are imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
- ~~10.6.~~ Any person upon whom any penalty and/or costs are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
- ~~14.~~ If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100 plus the damages, usage and reconnection fee.

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Utility Billing and Collections

Including City Commercial Waste Collection Billing

Late Fee: A Utility late fee of 1 ½ percent will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 26th day. New payment arrangements are subject to late fee.

Same Day Connection Fee

Monday – Friday 8:00am – 3:00pm	No Charge	
Monday – Friday 3:01pm – 5:00pm	\$100.00	Per Connection

Note: No regular connection after hours, on weekends, or holidays. Same day service will only apply to residential customers applying for new service or transferring service. Same day service is not available for meter sets.

Non-Payment Administration Fee

Monday – Friday 8:00am – 4:00pm	\$50.00	Per Occurrence
Monday – Friday after 4:00pm, Weekends, and Holidays	\$100.00	Per Occurrence

Note: Once a customer has been placed on the cutoff list, administrative fees apply regardless of whether the customer has been disconnected.

Security Deposits

Commercial and Industrial customers who provide a letter of credit at the initial application for service will not be required to pay a deposit. However, if a letter of credit is not provided, a deposit equal to two months' average bill at the same address is required. Disconnection for non-payment will require a deposit equal to two months average bill for reconnection of services.

Residential customers who meet a satisfactory credit rating are not required to have a security deposit at time of initial service. Disconnection for non-payment, returned checks, or bankruptcy will subject customer to deposit schedule for reconnection of service. A credit letter will be accepted in lieu of a deposit.

Residential customers who fail to meet a satisfactory credit rating will be required to pay a deposit as follows:

Water service	\$75.00	Per Connection
Electric service	\$200.00	Per Connection
Sewer service	\$75.00	Per Connection

Any combination of utility services, deposit fees will be added together for the total deposit amount as stated above.

Returned Payment Charge: There will be a \$25.00 service charge for returned payments. Services are subject to disconnection for returned payments.

Partial Payment Application: Partial payments will be applied to services in the order of Stormwater, Commercial waste collection, Sewer, Water, and Electricity. Customer is responsible for remaining past due amounts and is subject to disconnection without further notice.

Check Cashing: Checks are not accepted for accounts disconnected due to non-payment and/or returned payments. No third-party checks will be cashed.

Involuntary Discontinuance of Service – Water and Sewer

In order to protect the City's water distribution and wastewater collection systems, to protect the consuming public, to prevent the dangerous and destructive practice of tampering with any water distribution or wastewater collection facilities of the City, the following procedures are hereby established:

1. The offending party shall pay all costs incurred by the City by reason of damage to its equipment.
2. In addition to the fees and costs provided in the above, such conduct described shall be subject to immediate disconnection of City water and/or sewer service if the offending party is a City water and/or sewer customer.

Utility Billing and Collections

3. When it becomes necessary for the City to discontinue services for any reasons listed in Section 2, Discontinuing Services of the City's Customer Service Policies and Procedures Manual, service will be restored after payment of (1) all past due bills due to the City, (2) any deposit as required, and (3) any material and labor costs incurred by the City, according to the current Fee Schedule. No meters will set in subdivision until all charges are paid.
4. Any person upon whom cost is imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
5. Any person upon whom any cost are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.

Involuntary Discontinuance of Service (Meter Tampering) – Electric

In order to protect the City's electric distribution systems, to protect the consuming public, to prevent the theft of electric energy, and to prevent the dangerous and destructive practice of tampering with electric facilities of the City, the following fees are hereby established:

1. Any consumer who fails to have said service inspected by the County Electrical Inspector within a period of five (5) working days, or upon said inspection, such work as was done should fail electrical inspection, shall be subject to immediate disconnection from the City electric system, and shall be liable to the City for all costs incurred during disconnection and reconnection of said service.
2. If metering equipment is damaged, it will be replaced or repaired according to the City's specifications. Any offending party whose electric service has been discontinued by the City pursuant to this section shall not be eligible for reconnection to the City's electric service either at the point of infringement or at any other locations on the City's electric system until all replacement/repair costs are paid in full.
3. If service has been disconnected from a power source for non-payment or meter tampering and the customer restores service on a non-protected circuit (i.e. mobile home pedestal, junction pedestal, transformer, etc.), persons involved may face legal prosecution.
4. In addition to the cost provided in the above, such conduct described shall be subject to immediate disconnection of City electric service if the offending party is a City electric customer.
5. Any person upon whom any costs are imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
6. Any person upon whom any costs are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.

ORD. #

GRANT 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 project authorized and amended are the projects included in the CDBG 2024 Grant

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
310-4355000				
310-4355000	Program Income	\$106,791	\$111,370	\$4,579
Total				<u>4,579</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3123-5480012				
3123-5480012	Match/PI Exp	\$1,000	\$5,579	\$4,579
3123-5470020				
3123-5470020	Economic Development	\$6,000	\$7,207	\$1,207
3122-5121000				
3122-5121000	Regular	\$70,749	\$71,904	\$1,155
3122-5181000				
3122-5181000	FICA	\$5,460	\$5,509	\$49
3122-5182000				
3122-5182000	Retirement-General	\$9,706	\$9,800	\$94
3122-5183000				
3122-5183000	Group Insurance	\$8,283	\$7,279	(\$1,004)
3122-5187000				
3122-5187000	401K Contribution	\$3,568	\$3,638	\$70

3122-5294000				
3122-5294000	Miscellaneous Pay	\$1,546	\$0	(\$1,546)
3122-5191000				
3122-5191000	Accounting/Audit	\$137	\$101	(\$36)
3122-5194000				
3122-5194000	Contract Services	\$3009	\$3000	(\$9)
3122-5299000				
3122-5299000	Supplies-Departmental	\$2,378	\$2,086	(\$292)
3122-5312000				
3122-5312000	Travel & Training	\$1,148	\$1,296	\$148
3122-5491000				
3122-5491000	Dues & Subscriptions	\$600	\$764	\$164
Total				\$4,579

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 grant 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 11th day of September, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ORD. #

GRANT 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 project authorized and amended are the projects included in the HOME 2024 Grant.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
320-4355000				
320-4355000	Home Program Income	\$1,770,054	\$1,852,156	\$82,102
320-436100				
320-436100	Investment Earnings	\$8,145	\$24,128	\$15,983
Total				\$98,085

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3220-5480012				
3220-5480012	Match/PI Exp	\$231,006	\$313,108	\$98,085
Total				\$98,085

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 grant 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 11th day of September, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



MEMORADUM

DATE: Friday, September 12, 2025
TO: Jackie Deal, Director of Engineering
FROM: Veronika Galitsky, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Cabarrus County EE Warehouse and ITS Facility
PROJECT NUMBER: 2022-021
DEVELOPER: Cabarrus County
FINAL CERTIFICATION - LOT NUMBERS: Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, September 11, 2025
ONE-YEAR WARRANTY DATE: Friday, September 11, 2026

Water Infrastructure	Quantity
6-inch in LF	50.00
6-inch Valves	2



MEMORADUM

DATE: Friday, September 12, 2025
TO: Jackie Deal, Director of Engineering
FROM: Veronika Galitsky, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Kathryn Drive Subdivision
PROJECT NUMBER: 2021-033
DEVELOPER: Red Dirt Properties of NC, LLC
FINAL CERTIFICATION - LOT NUMBERS: 9 lots
INFRASTRUCTURE TYPE: Sewer
COUNCIL ACCEPTANCE DATE: Thursday, September 11, 2025
ONE-YEAR WARRANTY DATE: Friday, September 11, 2026

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	201.00
Manholes as EA	4

MEMORADUM

DATE:	Friday, September 12, 2025
TO:	Jackie Deal, Director of Engineering
FROM:	Veronika Galitsky, Construction Manager
SUBJECT:	Infrastructure Acceptance
PROJECT NAME:	Union Street Improvements
PROJECT NUMBER:	2020-009
DEVELOPER:	City of Concord - Water Resources
FINAL CERTIFICATION - LOT NUMBERS:	Site
INFRASTRUCTURE TYPE:	Water and Sewer
COUNCIL ACCEPTANCE DATE:	Thursday, September 11, 2025
ONE-YEAR WARRANTY DATE:	Friday, September 11, 2026

Water Infrastructure	Quantity
6-inch in LF	50.00
6-inch Valves	2
8-inch in LF	70.00
8-inch Valves	1
12-inch in LF	50.00
12-inch Valves	2
16-inch in LF	1600.00
16-inch Valves	13
Hydrants	9

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	247.00
12-inch in LF	107.00
Manholes as EA	2



MEMORADUM

DATE: Friday, September 12, 2025
TO: Phillip Graham, Director of Transportation
FROM: Veronika Galitsky, Const. Mgr.
SUBJECT: Roadway Acceptance
PROJECT NAME: Cannon Run Sub PH 1 MP 1A & 1B
PROJECT NUMBER: 2019-045
DEVELOPER: Pulte Home Company, LLC
COUNCIL ACCEPTANCE DATE: Thursday, September 11, 2025
ONE-YEAR WARRANTY DATE: Friday, September 11, 2026

Street	Length in LF	ROW in FT	Plat
Moss Plantation Avenue NW	938.00	65.00	PH 1 MPs 1A&1B
Gossage Lane NW	321.00	50.00	PH 1 MPs 1A&B
Respect Street NW	1244.00	50.00	PH 1 MP 1B
Resolve Avenue NW	347.00	65.00	PH 1 MP 1B
Total	1259.00		



MEMORADUM

DATE: Friday, September 12, 2025
TO: Phillip Graham, Director of Transportation
FROM: Veronika Galitsky, Const. Mgr.
SUBJECT: Roadway Acceptance
PROJECT NAME: Odell Corners - Commercial Site
PROJECT NUMBER: 2018-013A
DEVELOPER: Odell 73 Investments, LLC
COUNCIL ACCEPTANCE DATE: Thursday, September 11, 2025
ONE-YEAR WARRANTY DATE: Friday, September 11, 2026

Street	Length in LF	ROW in FT	Plat
Odell Corners Boulevard	287.00	66.00	PH 1
Odell Corners Boulevard	226.00	63.00	PH 1
August Street	226.00	66.00	PH 1
Total	739.00		



MEMORADUM

DATE: Friday, September 12, 2025
TO: Phillip Graham, Director of Transportation
FROM: Veronika Galitsky, Const. Mgr.
SUBJECT: Roadway Acceptance
PROJECT NAME: Red Hill PH 1
PROJECT NUMBER: 2021-024
DEVELOPER: Pulte Home Company, LLC
COUNCIL ACCEPTANCE DATE: Thursday, September 11, 2025
ONE-YEAR WARRANTY DATE: Friday, September 11, 2026

Street	Length in LF	ROW in FT	Plat
Lucky Drive NW	2019.42	60.00	PH 1
Crosshaven Court NW	180.00	50.00	PH 1
Cornelius Place NW	135.00	50.00	PH 1
Total	2334.42		

Tax Report for Fiscal Year 2025-2026**FINAL REPORT****July****Property Tax Receipts**

2025 BUDGET YEAR	372,123.86
2024	(5,202.42)
2023	2,135.21
2022	579.67
2021	147.40
2020	63.36
2019	38.40
2018	34.56
2017	34.56
2016	34.56
Prior Years	91.44
Interest	5,552.21
Refunds	
	375,632.81

Vehicle Tax Receipts- County

2025 BUDGET YEAR	601,283.57
2024	590.85
2023	
2022	
2021	
2020	
2019	
Prior Years	
Penalty & Interest	8,529.76
Refunds	
	610,404.18

Fire District Tax - County

2025 BUDGET YEAR	723.93
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Less: Collection Fee from County

Net Ad Valorem Collections	
	986,760.92

423:Vehicle Tag Fee-Transportation Impr Fund	41,763.35
100:Vehicle Tag Fee	169,523.30
630:Vehicle Tag Fee-Transportation Fund	41,763.35
Less Collection Fee - Transit	
Net Vehicle Tag Collection	
	253,050.00

Privilege License	85.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	
	85.00

Oakwood Cemetery current	2,250.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	3,375.01
Rutherford Cemetery endowment	799.99
West Concord Cemetery current	7,200.00
West Concord Cemetery endowment	1,600.00
Total Cemetery Collections	
	15,225.00

Total Collections	
	\$ 1,255,120.92

Current Year	
Original Scroll	
Levy	96,650,967.07
Penalty	57,204.55
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	5,104.26
Discoveries/Annex prior yr billed in current Yr	13,475.76
Discovery Penalty	579.16
Total Amount Invoiced - Monthly	<u>96,727,330.80</u>
Total Amount Invoiced - YTD	96,727,330.80

Current Year	
Less Abatements (Releases)	
Real	25,420.62
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>25,420.62</u>

Adjusted Amount Invoiced - monthly	96,701,910.18
Adjusted Amount Invoiced - YTD	96,701,910.18

Current Levy Collected	372,123.86
Levy Collected from previous years	(2,043.26)
Penalties & Interest Collected	5,552.21
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>375,632.81</u>
Total Collected - YTD	375,632.81

Total Collected - net current levy -YTD	372,123.86
--	------------

Percentage of Collected -current levy	0.38%
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Amount Uncollected - current year levy	96,329,786.32
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Percentage of Uncollected - current levy	99.62%
--	--------

100.00%

CITY OF CONCORD**Summary of Releases, Refunds and Discoveries for the Month of Jul 2025****RELEASES**

CITY OF CONCORD	\$	25,420.62
CONCORD DOWNTOWN	\$	-

REFUNDS

CITY OF CONCORD	\$	592.29
CONCORD DOWNTOWN	\$	-

DISCOVERIES**CITY OF CONCORD**

TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2019	0	0	0	0.0048	0.00	0.00
2020	38,150	0	38,150	0.0048	183.12	91.56
2021	38,150	0	38,150	0.0048	183.12	73.24
2022	867,420	0	867,420	0.0048	4,163.62	54.94
2023	867,420	26,584	894,004	0.0048	4,291.22	74.90
2024	966,340	141,918	1,108,258	0.0042	4,654.68	149.72
2025	886,230	329,069	1,215,299	0.0042	5,104.26	134.80
Total	3,663,710	497,571	4,161,281		\$ 18,580.01	\$ 579.16

DOWNTOWN

TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2019	0	0	0	0.0023	0.00	0.00
2020	0	0	0	0.0023	0.00	0.00
2021	0	0	0	0.0023	0.00	0.00
2022	0	0	0	0.0023	0.00	0.00
2023	0	0	0	0.0023	0.00	0.00
2024	0	0	0	0.0016	0.00	0.00
Total	0	0	0		\$ -	\$ -

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 7/31/2025

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP MUFG BK LTD NY 0 8/22/2025	62479LVN2	5,000,000.00	4,840,008.33	8/22/2025	4.525	1.12	12/2/2024	96.800167	22
CP CREDIT AGRICOLE CIB NY 0 9/12/2025	22533TWC6	5,000,000.00	4,837,813.89	9/12/2025	4.537	1.12	12/20/2024	96.756278	43
CP PURE GROVE FDG 0 10/14/2025	74625TXE1	5,000,000.00	4,843,638.90	10/14/2025	4.470	1.12	1/27/2025	96.872778	75
Nordea Bank 0 11/6/2025	65558JY68	5,000,000.00	4,894,165.28	11/6/2025	4.301	1.13	5/9/2025	97.883306	98
TOYOTA CREDIT PR 0 11/14/2025	8923A0YE7	5,000,000.00	4,877,525.00	11/14/2025	4.367	1.13	4/21/2025	97.5505	106
NORDDEUTSCHE LANDSBK NY 0 1/2/2026	65558NA24	5,000,000.00	4,873,416.67	1/2/2026	4.453	1.13	6/6/2025	97.468333	155
NATIXIS NY BRANCH CP 0 2/13/2026	63873KBD8	5,000,000.00	4,842,986.11	2/13/2026	4.388	1.12	5/23/2025	96.859722	197
TORONTO DOMINION 0 3/20/2026	89119CL8	5,000,000.00	4,839,991.67	3/20/2026	4.360	1.12	6/20/2025	96.799833	232
Sub Total / Average Commercial Paper		40,000,000.00	38,849,545.85		4.425	8.98		97.125609	116
FFCB Bond									
FFCB 0.53 9/29/2025-21	3133EMB4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.16	9/29/2020	100	60
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.16	12/22/2021	100	144
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.16	3/22/2024	99.992204	217
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.16	12/17/2020	100	320
FFCB 4.75 9/1/2026	3133EPWU3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.15	9/22/2023	99.426	397
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.16	9/28/2021	100	424
FFCB 4 2/23/2027	3133ETJF5	5,000,000.00	4,997,113.80	2/23/2027	4.037	1.16	5/23/2025	99.942276	572
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.16	3/30/2020	100	607
FFCB 4.48 4/6/2027-26	3133ERR78	5,000,000.00	4,995,500.00	4/6/2027	4.525	1.15	1/10/2025	99.91	614
FFCB 4.58 8/27/2027-25	3133ERRA1	5,000,000.00	5,000,000.00	8/27/2027	4.580	1.16	8/27/2024	100	757
FFCB 4.4 10/4/2027-25	3133ERVZ1	5,000,000.00	5,000,000.00	10/4/2027	4.400	1.16	10/4/2024	100	795
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.16	3/10/2021	100	953
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.16	3/23/2021	100	966
FFCB 4.14 6/16/2028-27	3133ETLE5	5,000,000.00	5,000,000.00	6/16/2028	4.140	1.16	6/16/2025	100	1,051
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.15	2/16/2021	99.725	1,274
FFCB 1.55 3/15/2029-22	3133EMX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.15	3/24/2021	99.2	1,323
FFCB 4.52 4/9/2030-26	3133ETCF2	5,000,000.00	5,000,000.00	4/9/2030	4.520	1.16	4/9/2025	100	1,713
FFCB 4.37 4/16/2030-27	3133ETDA2	5,000,000.00	5,000,000.00	4/16/2030	4.370	1.16	4/22/2025	100	1,720
Sub Total / Average FFCB Bond		90,000,000.00	89,909,774.00		2.814	20.79		99.900236	772
FHLB Bond									
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.16	1/20/2021	99.98	81
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.16	12/30/2020	100	152
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.16	1/29/2021	100	182
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.15	2/17/2021	99.9	201
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.16	3/10/2021	100	222
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.16	4/29/2021	100	272
FHLB 1 5/26/2026-23	3130AMME9	5,000,000.00	4,769,250.00	5/26/2026	4.356	1.10	12/20/2024	95.385	299
FHLB 4.4 11/13/2026-25	3130G3PG2	5,000,000.00	5,000,000.00	11/13/2026	4.400	1.16	11/18/2024	100	470
FHLB 3.86 12/18/2026-25	3130B2W68	4,985,000.00	4,985,000.00	12/18/2026	3.860	1.15	9/30/2024	100	505
FHLB 4.375 1/8/2027-26	3130B4GP0	5,000,000.00	5,000,000.00	1/8/2027	4.375	1.16	1/8/2025	100	526
FHLB 4.35 2/12/2027-26	3130B4Y88	5,000,000.00	4,993,750.00	2/12/2027	4.416	1.15	2/14/2025	99.875	561

FHLB 4.45 5/27/2027-25	3130B5PC6	4,900,000.00	4,900,000.00	5/27/2027	4.450	1.13	4/4/2025	100	665
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.15	8/28/2020	99.725	747
FHLB 4.125 7/10/2028-26	3130B6YJ9	5,000,000.00	5,000,000.00	7/10/2028	4.125	1.16	7/10/2025	100	1,075
FHLB 4.45 12/4/2028-26	3130B3XH1	5,000,000.00	5,000,000.00	12/4/2028	4.450	1.16	12/4/2024	100	1,222
FHLB 4.25 9/10/2029-25	3130B2TX3	5,000,000.00	5,000,000.00	9/10/2029	4.250	1.16	9/23/2024	100	1,502
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.16	11/1/2019	100	1,554
Sub Total / Average FHLB Bond		84,885,000.00	84,628,250.00		2.746	19.57		99.709258	603
FHLMC Bond									
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	54
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.21	11/4/2022	88.468864	54
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	54
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.16	7/14/2020	100	348
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.15	8/30/2024	99.323	393
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.15	2/22/2024	99.05	571
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.10	3/25/2024	94.917654	602
FHLMC 4.1 5/20/2027-25	3134GAD91	5,000,000.00	4,977,705.00	5/20/2027	4.290	1.15	11/20/2024	99.5541	658
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.15	9/27/2024	99.45	700
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.15	9/23/2024	99.2954	784
FHLMC 3.625 10/15/2027-25	3134HASE4	5,000,000.00	4,962,500.00	10/15/2027	3.892	1.15	10/15/2024	99.25	806
FHLMC 4.65 11/12/2027-25	3134HAZQ9	5,000,000.00	5,000,000.00	11/12/2027	4.650	1.16	11/14/2024	100	834
FHLMC 4 12/9/2027-25	3134GAL35	5,000,000.00	4,967,900.00	12/9/2027	4.230	1.15	12/9/2024	99.358	861
FHLMC 4.4 12/16/2027-25	3134HAP80	5,000,000.00	4,991,250.00	12/16/2027	4.463	1.15	12/20/2024	99.825	868
FHLMC 4.4 1/26/2028-26	3134HBYN5	5,000,000.00	5,000,000.00	1/26/2028	4.400	1.16	7/15/2025	100	909
FHLMC 4.3 2/4/2028-27	3134HA5M1	5,000,000.00	5,000,000.00	2/4/2028	4.300	1.16	2/4/2025	100	918
FHLMC 4.75 2/14/2028-25	3134HA6J7	5,000,000.00	5,000,000.00	2/14/2028	4.750	1.16	2/14/2025	100	928
FHLMC 4.125 3/3/2028-26	3134HBBJ9	5,000,000.00	4,981,850.00	3/3/2028	4.255	1.15	3/4/2025	99.637	946
FHLMC 4.23 3/27/2028	3134HBFL01	5,000,000.00	5,000,000.00	3/27/2028	4.230	1.16	3/28/2025	100	970
FHLMC 4 4/10/2028-26	3134HBGA3	5,000,000.00	4,987,500.00	4/10/2028	4.089	1.15	4/11/2025	99.75	984
FHLMC 3.875 6/23/2028-26	3134HBWV9	5,000,000.00	4,986,000.00	6/23/2028	3.975	1.15	6/25/2025	99.72	1,058
FHLMC 4.2 7/21/2028-26	3134HBZU8	5,000,000.00	5,000,000.00	7/21/2028	4.200	1.16	7/21/2025	100	1,086
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.16	8/20/2024	100	1,481
Sub Total / Average FHLMC Bond		103,140,000.00	102,260,336.20		4.073	23.64		99.189496	815
FNMA Bond									
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.16	8/19/2020	100	19
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.16	8/25/2020	100	25
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	25
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.27	1/5/2023	90.313183	99
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	99
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.19	4/5/2023	92.12444	99
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.06	11/17/2023	91.267	151
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	267
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.21	10/27/2023	88.898	364
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.16	10/29/2020	100	455
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.14	4/9/2024	99.029597	617
FNMA 3.5 9/24/2027-25	3135GAVE8	5,000,000.00	4,932,000.00	9/24/2027	3.997	1.14	10/21/2024	98.64	785
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.16	11/4/2020	100	826
FNMA 4.32 3/10/2028-25	3136GACR8	5,000,000.00	5,000,000.00	3/10/2028	4.320	1.16	3/10/2025	100	953
FNMA 4.6 5/5/2028-25	3136GAGT0	4,750,000.00	4,750,000.00	5/5/2028	4.600	1.10	5/9/2025	100	1,009
FNMA 4 7/14/2028-26	3136GAK40	5,000,000.00	4,993,000.00	7/14/2028	4.050	1.15	7/14/2025	99.86	1,079
FNMA 4 4/10/2030-26	3136GAENS	5,000,000.00	4,999,750.00	4/10/2030	4.001	1.16	4/10/2025	99.995	1,714
Sub Total / Average FNMA Bond		60,225,000.00	59,165,939.66		3.093	13.68		98.356614	651
Local Government Investment Pool									

NC CLASS LGIP	NCCLASS	23,748,843.05	23,748,843.05	N/A	4.334	5.49	5/24/2024	100	1
NCCMT LGIP	NCCMT481	2,300,901.18	2,300,901.18	N/A	4.220	0.53	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		26,049,744.23	26,049,744.23		4.324	6.02		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	21,888,161.78	21,888,161.78	N/A	4.400	5.06	3/31/2019	100	1
Sub Total / Average Money Market		21,888,161.78	21,888,161.78		4.400	5.06		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	1.12	1/10/2025	96.91379	92
T-Note 2.25 11/15/2025	912828M56	5,000,000.00	4,925,075.95	11/15/2025	4.250	1.14	2/7/2025	98.501519	107
Sub Total / Average Treasury Note		10,000,000.00	9,770,765.45		4.222	2.26		97.714105	100
Total / Average		436,187,906.01	432,522,517.17		3.484	100		99.196126	573