



City Council Agenda

Thursday, December 11, 2025

6:00 PM

City Hall

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

October 21, November 10, and November 13, 2025

IV. Organization and Procedure of City Council

1. Oath of Office administered to Mayor Morris and City Council Members Stocks, Crawford, and Santana.

Brief Recess

2. Establishment of time and place for Council's regular meetings and work sessions.
3. Election of Mayor Pro-Tem for CY2026.

V. Presentations

1. **Presentation of retirement plaque to Captain James "Smiley" Johnson for 30 years of service with the City of Concord.**

Captain James" Smiley" Johnson hails from Cabarrus County and has lived in Concord his entire life, growing up in the Logan community. He began working at the age of 15, gaining experience in various roles from fast food to the cotton mill, specifically at Fieldcrest Cannon after graduating high school.

Throughout his firefighting career, Johnson has worked at multiple stations (1 through 10), spending most of his time (approximately 11 years) at Station 1. He achieved the rank of Firefighter II and Fire Engineer four years after starting his career. In 2003, he became a Senior Firefighter and progressed to Lieutenant in 2015, eventually being promoted to Captain in 2021. Captain Johnson participated in the openings of Stations 7, 8, 9, and 10 and was one of the first crew members for the hazmat team when it was established.

VI. Unfinished Business

VII. New Business

A. Informational Items

1. **Update from Sarah Hardin on the progress of Kinetic's fiber broadband expansion in Concord. (Work Session)**
2. **Presentation by Youth Council President, Rashmi Ruppia.**

The President of the Concord Youth Council will provide an update to City Council on the CYC's accomplishments and service for the 2025 school year.

B. Departmental Reports

1. Parks and Recreation Bond Update

C. Persons Requesting to be Heard

D. Public Hearings

E. Presentations of Petitions and Requests

1. Consider a resolution of intent to schedule a public hearing on the matter of closing the right-of-way comprising two areas totaling 0.077 acres at the intersection of Hermitage Dr. SE and Winfield Blvd. SE.

The proposal includes the abandonment of the right-of-way located southwest of the intersection of Hermitage Dr. SE and Winfield Blvd. SE. Carolyn Tucker filed the application and owns the land on three (3) sides adjacent to the area of closure. Each property will receive a portion of the right-of-way being abandoned.

The General Statutes require that the City post signs in two (2) places along the right-of-way, send copies of the approved resolution of intent to all neighboring owners after adoption, and advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirement would allow the hearing to be conducted at the January 8, 2026 meeting.

Recommendation: Consider adopting a resolution of intent to set a public hearing for January 8, 2026.

2. Consider adopting an ordinance to amend Chapter 34.4 of the City Code.

The Fire Marshal's Office is requesting an amendment to the open burning policy to include an exception for open burning on parcel over 20 contiguous acres. The permitting will remain the responsibility of the Concord Fire Marshal's Office prior to any open burning.

Recommendation: Motion to consider adopting an ordinance to amend Chapter 34.4 of the City Code.

3. Consider awarding a bid and authorize the City Manager to execute a contract with Pike Electric, LLC. in the amount of \$660,924.74 for subsurface construction of Substation N at 1050 Vinehaven Dr.

Substation N grading is now complete. Bid specifications for construction of the concrete foundations and all subsurface construction were developed, and a formal bid opening was held at 2:00 p.m. on November 13th, 2025. Four construction firms submitted bids, which were evaluated by staff for adherence to specifications. Pike Electric, LLC. was the lowest bidder at \$660,924.74. Pike Electric, LLC. was deemed to be a responsive and responsible bidder. Upon a Notice to Proceed letter, Pike Electric, LLC. will have 130 days to perform the work.

Recommendation: Motion to award a bid and authorize the City Manager to execute a contract for \$660,924.74 to Pike Electric, LLC. for subsurface construction of Substation N at 1050 Vinehaven Dr.

4. Consider accepting a preliminary application from James and Jodi Kiser.

In accordance with City Code Chapter 62, James and Jodi Kiser have submitted a preliminary application to receive water service outside of the City limits. The property is located at 3005 Zion Church Road, Concord, NC. This 2.89 acre parcel is zoned county LDR and is located within Area B. The owners wish to connect to City water to serve an existing single family home. This parcel is not considered served by sewer.

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

5. Consider appointing or reappointing two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2026.

The Centralina Regional Council Board of Delegates is comprised of elected officials from the counties and municipalities throughout the region. Each member government should appoint an elected official to serve on the Board of Delegates. It is suggested that each member government also appoint at least one other elected official to serve as an Alternate to attend Board of Delegates meetings in the Delegate's absence. Currently, Council Member Clay serves as the appointed member and Mayor Pro-Tem Langford serves as the alternate member.

Recommendation: Motion to appoint two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2026.

6. Consider making appointments and/or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).

Each year, the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives and alternates. Currently, Council Member Crawford serves as the alternate member to the TAC. With the retirement of Council Member McKenzie, a new appointed member is needed. Transportation Director, Phillip Graham, serves as the appointed member to the TCC and Deputy Transportation Director, Tony Tagliaferri, serves as the alternate.

Recommendation: Motion to make appointments and/or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).

VIII. Consent Agenda

A. Consider approving the acceptance of grant funding from Cabarrus Health Alliance's (CHA) REACH grant in the amount of \$13,500 to be used for the McGill project in partnership with Forest Hills United Methodist Church and for food access within Logan.

Staff is seeking to continue the work connected to the McGill project by continuing the partnership established earlier this year between Cabarrus Health Alliance (CHA), Forest Hills United Methodist Church (FHUMC), and the City in the establishment of the Gibson Farmer's Market at the Kerr Street United Methodist Church. Discussions have continued related to the expansion of the funding sources residents can use to purchase fresh fruits and vegetables at the market. These include the addition of EBT, SNAP, WIC, and NC Farmer's Market for Seniors. The majority of the proposed \$13,500 REACH funds would be used to cover any added costs to incorporate the use of these programs at the site as well as continue the transit service

between the Logan Community and the Gibson Farmer's Market. Remaining REACH funds will be used to explore ways to increase or to increase food access within the Logan Community as this is the other designated food desert within Concord.

Recommendation: Motion to approve the acceptance of grant funding from Cabarrus Health Alliance's (CHA) REACH grant in the amount of \$13,500 to be used for the McGill project in partnership with Forest Hills United Methodist Church and for food access within Logan.

B. Consider authorizing the City Manager to execute a contract amendment for the FY2025 audit with Martin Starnes & Associates, CPAs, P.A.

The City is subject to Single Audit Act requirements because it received over \$1,000,000 in federal aid during the fiscal year. Annual audits must test compliance with federal programs, guided by the Executive Office of the President's Office of Management and Budget (OMB) compliance supplement. This year, the release of the compliance supplement, typically issued in the spring, has been delayed due to the subsequent federal government shutdown. Consequently, the Local Government Commission (LGC) has issued guidance extending the submission deadline for audited financial statements for affected units. To utilize this extension, the City must amend its audit contract to authorize the submission of its audited financial statements to the LGC no later than February 12, 2026.

Recommendation: Motion to authorize the City Manager to execute a contract amendment for the FY2025 audit with Martin Starnes & Associates, CPAs, P.A.

C. Consider approving a tiered down payment structure and a revision to the debt-to-income ratio policy for Concord's HOME Investment Partnerships Program (HOME) policy to better meet resident's needs and match North Carolina Housing Financing Agency's loan terms.

With the continued struggle for families to find affordable housing, staff propose structuring down payment assistance on a tiered basis. The breakdown would consist of households with incomes between 50-60% of area median income (AMI) being eligible for up to \$25,000 in down payment and closing cost. Households with incomes which fall between 60.01-70% of AMI being eligible for up to \$15,000 in assistance. Lastly, households with incomes between 70.01%-80% of AMI staying at the current level of assistance of \$10,000.

In addition, staff also recommend reducing the current front-end ratio (the amount of gross household income that is going towards the mortgage payment) to better align with North Carolina Housing Finance Agency loan products. The proposed front-end ratio would be 25% of the household's gross income. This change would mean the household would be well below the HUD required 30% affordability mark.

Recommendation: Motion to approve a tiered down payment structure and a revision to the debt-to-income ratio policy for Concord's HOME Investment Partnerships Program (HOME) policy to better meet resident's needs and match North Carolina Housing Financing Agency's loan terms.

D. Consider authorizing the City Manager to accept a FY26 North Carolina Department of Transportation Airport Infrastructure Grant 46244.41.12.1 in the amount of \$2,342,310 for Airport Improvement Projects at Concord-Padgett Regional Airport.

The Airport Infrastructure Grant in the amount of \$2,342,310 will fund Debt Service and the Development of the Hangar in Common at Concord-Padgett Regional Airport.

Recommendation: Motion to authorize the City Manager to approve the grant agreement and to adopt the grant project ordinance.

E. Consider purchasing one (1) 100kV circuit switcher for Concord Electrics 100kV – 13kV retail substations.

The City of Concord Electric Systems operates ten (10) 100kV–13kV retail substations, several of which are equipped with dual circuit switchers. Given the critical nature of this infrastructure and the extended lead time of approximately 100 weeks, the Electric Department requires a spare circuit switcher to ensure operational continuity in the event of damage or failure. WESCO Distribution Inc. has provided a quote of \$125,192.14 for an S&C-manufactured circuit switcher. All procurement requirements have been satisfied under the SourceWell Cooperative Purchasing Agreement.

Recommendation: Motion to purchase one (1) 100kV circuit switcher from WESCO in the amount of \$125,192.14 using the SourceWell Cooperative Purchasing Agreement.

F. Consider amending the Pipeline Crossing Agreement #1988 with Aberdeen Carolina and Western Railroad.

The RAM Leather Waterline Extension is a project being funded and constructed by the EPA. During the easement acquisition phase of the project, a necessary redesign of the construction plans changed the location of the waterline crossing at the railroad. The revised location for the pipeline crossing is now west of Alvin Hough Road and no longer on the railroad owned parcel known as Piedmont Industrial Park LLC, PID # 5524440962. The original #1988 Agreement called out a specific location agreed upon by both parties, which is now revised in this amendment.

Recommendation: Motion to amend the Pipeline Crossing Agreement #1988 with Aberdeen Carolina and Western Railroad to the revised location West of Alvin Hough Road.

G. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement for LC Sons Properties, LLC.

In accordance with Article 4 of the CDO, the following access easements and maintenance agreements are now ready for approval: the property located at 4758 Poplar Tent Road, Concord, NC with Cabarrus County Property Identification Number (PIN) 5601-60-1922. The owners are offering access easements and SCM maintenance agreements.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: 4758 Poplar Tent Road, Concord, NC. Cabarrus County Property Identification Number (PIN) 5601-60-1922.

H. Consider acceptance of the Tax Office reports for the month of October 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 October 2025.

I. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of October 2025.

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

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

J. Receive monthly report on status of investments as of October 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.

IX. 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
- WeBuild Concord
- Public Art Commission
- Concord United Committee

X. General Comments by Council of Non-Business Nature

XI. Closed Session (If Needed)

XII. Adjournment

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



City Council

2026 Meeting Schedule

Location: 35 Cabarrus Ave, W, Concord, NC 28025

The Concord City Council meets every second Thursday of each month at 6:00 p.m.

A work session is held on the preceding Tuesday at 4:00 p.m.

****A 2nd Work Session will be held from 11:00 a.m. to 1:00 p.m. on Tuesday two weeks following the 1st Work Session ****

The meetings are held in the Council Room of City Hall located at 35 Cabarrus Avenue, West.

Month	Work Session date	Regular Session date	2 nd Work Session date
January	6	8	20
February	10	12	24
March	10	12	24
April	7	9	21
May	12	14	26
June	9	11	23
July	7	9	21
August	11	13	25
September	8	10	22
October	6	8	20
November	10	12	24
December	8	10	15

****The December 2nd Work Session will be held Tuesday, 12/15/26 due to the Christmas holiday.**

Sec. 34-4. Open burning.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Open burning means the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a chimney, or a permitted air pollution control device.

Pile means a quantity of objects or materials stacked or thrown together in a heap, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

Stack means a usually conical shaped pile of debris or material, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

- (b) *Prohibited acts.* No person shall ignite, cause to be ignited, permit to be ignited, allow or maintain, kindle or maintain within the corporate limits of the city any open burning fire.

- (c) *Exceptions.* Exceptions shall include only the following:

- (1) Training fires set for the purpose of instruction and training of public and industrial employees in the methods of firefighting. Prior to commencement of open burning, the fire department shall be notified. All open burning for this purpose shall meet the requirements of all state regulations.
- (2) Open fires for cooking, heating, religious and ceremonial fires shall be allowed when such fire is not composed, in whole or substantial part, of leaves or yard waste, and the location of such fire, and the items necessary for its containment, and provided that the emission of smoke and fumes do not irritate, annoy or constitute a nuisance to others. Such fires shall be conducted in accordance with the North Carolina Fire Code, be contained in a campfire pit meeting the requirements of pile and/or stack, confined to a container no larger than a 55-gallon drum or other device designed for such use. Fuels for such fires must be naturally cut wood, charcoal, propane or natural gas; no construction materials or building materials shall be permitted.
- (3) Bonfires, public or private, shall require a permit and are subject to approval of the fire department. Approval will be granted on the sole discretion of the fire department based upon:
 - a. The proximity of the proposed fire to dwellings, trees, woods and other structures.
 - b. Facilities available for fire management.
 - c. Atmospheric conditions.
 - d. Type of material to be burnt: must be naturally cut wood, three inches in diameter or smaller; no construction materials or building materials.
 - e. The bonfire shall be no more than five feet by five feet by five feet in dimension and shall burn no longer than three hours.
 - f. Any and all other factors considered by the fire department to be required to ensure safe burning.
 - g. Such fires shall be maintained in accordance with the North Carolina Fire Code. Failure to maintain bonfires in accordance with this section shall constitute fire extinguishment and revocation of the permit.
- (4) Fires set for the purpose of disposing of waste propellants, explosives or pyrotechnics, including associated contaminated wastes must be necessary and the waste not able to be disposed of by any

other means than burning. No materials shall be imported from off-site for disposal. A permit must be obtained for fires used for this purpose.

- (5) At the sole discretion of the fire department, when there exists an extreme or emergency circumstance which lacks any other reasonable means of disposing of items which need to be disposed of, and not addressed in this section, the fire department may issue a permit to burn. These fires shall be limited to the disposal of material generated during a natural disaster, such as tornado, hurricane or flood.
- (6) Fires set as part commercial film or video production activities for motion pictures and television or fires set as part of a planned civic event designed to educate or otherwise benefit the public:
 - a. The use of fireworks, pyrotechnic or flame effect devices used in conjunction with or to initiate such fires shall meet the following codes and standards:
 - 1. NFPA 160—Standard for flame effects before an audience.
 - 2. NFPA 1123—Code for fireworks display.
 - 3. NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 - 4. North Carolina State Building Fire Code Chapter 56.
 - 5. North Carolina General Statute Chapter 58 Article 82A—Pyrotechnics Training and Permitting.
 - b. Any person seeking to conduct a fire for such reasons shall obtain a permit and submit a plan in writing to the fire department at least 15 working days prior to the burn with the following information:
 - 1. The name of the person, group, or organization responsible for the production;
 - 2. If applicable, state pyrotechnic display operator license card/certificate of the individuals to discharge pyrotechnics;
 - 3. The date and time of the production;
 - 4. The location of the production;
 - 5. The duration of the burn;
 - 6. A narrative description of the burn;
 - 7. A site plan showing the following:
 - i. The location of the audience;
 - ii. The area affected by the burn;
 - iii. Means of egress;
 - iv. Fire protection features and locations.
 - 8. PPE must be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.
- (7) On parcels of twenty or more contiguous acres, open fires may be set on the property by the property owner. The property owner must obtain a permit from the Concord Fire Marshal's Office prior to setting any such fires.

(d) *Violations and enforcement.*

-
- (1) The fire official shall have the authority to summarily abate any condition that is in violation of this section and that presents an immediate fire hazard to life or property.
 - (2) Any open burning in violation of this section shall be extinguished by the responsible party or the fire department.
 - (3) All costs incurred by the city for enforcement of this section will be the responsibility of the party in violation of this section and will be added to the fine.
 - (4) A civil fine shall be issued to any person or company violating the provisions of this section. The civil fine for residential violations shall be \$50.00 and \$100.00 for any repeat violation. The civil fine for commercial violations of this section shall be \$500.00 per stack or pile and \$1,000.00 per stack or pile for any repeat violation by the same person or company.
 - (5) Violations of this section shall be a misdemeanor as provided under G.S. 160A-175 and 14-4. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).

(Ord. No. 14-117, § 1, 11-13-2014; Ord. No. 22-21, §§ 1, 5, 3-10-2022)

AN ORDINANCE AMENDING A PORTION OF CHAPTER 34 OF
THE CITY CODE FOR CONCORD, NORTH CAROLINA

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

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

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

Section 1. That Chapter 34 – Fire Prevention and Protection, Sec. 34-4. – Open burning, section (c) shall be amended to add a new section (c)(7) as follows:

(c) *Exceptions:* Exceptions shall include only the following:

- (7) On parcels of twenty or more contiguous acres, open fires may be set on the property by the property owner. The property owner must obtain a permit from the Concord Fire Marshal's Office prior to setting any such fires.

Section 2. This Ordinance shall be effective upon adoption.

Adopted this ____ day of _____ 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

Stephen M. Morris, Mayor

ATTEST:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, City Attorney

BID TABULATION
Subsurface Construction of Substation N

City of Concord
Concord, North Carolina

Date: November 13, 2025
Time: 2:00 PM, EDT

<u>Bidder</u>	<u>Hux Contracting</u>	<u>Sumter Utilities</u>	<u>(Gridtech) PowerGrid Services</u>	<u>Pike Electric</u>	<u>_____</u>
I. Total, Foundations	\$ <u>360,600.00</u>	\$ <u>577,241.00</u>	\$ <u>554,891.12</u>	\$ <u>303,473.21</u>	\$ <u>_____</u>
II. Install Grounding and Bonding System (L.S.)	\$ <u>103,500.00</u>	\$ <u>48,246.00</u>	\$ <u>43,523.82</u>	\$ <u>93,935.11</u>	\$ <u>_____</u>
III. Install Cable Trench (L.S.) (Owner Furnished)	<u>87,300.00</u>	<u>23,850.00</u>	<u>9,036.37</u>	<u>39,423.75</u>	<u>_____</u>
IV. Install Conduit (L.S.)	<u>73,650.00</u>	<u>85,312.00</u>	<u>94,130.97</u>	<u>80,840.54</u>	<u>_____</u>
V. Furnish and install Gravelling (L.S.)	<u>51,300.00</u>	<u>156,056.00</u>	<u>50,075.92</u>	<u>93,252.14</u>	<u>_____</u>
Contingency Fund	<u>50,000.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>50,000.00</u>
Total, Construction	\$ <u>726,350.00</u>	\$ <u>940,705.00</u>	\$ <u>801,658.20</u>	\$ <u>660,924.74</u>	\$ <u>_____</u>
Bid Bond	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>



Southeastern Consulting Engineers, Inc.

November 17, 2025

Mr. Alex Burris
Director of Electric Systems
City of Concord
P. O. Box 308
Concord, North Carolina 28025

Ref.: Substation N Subsurface Construction
Bid Recommendation

Dear Alex:

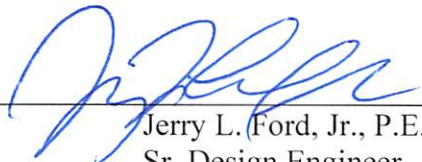
The City received sealed proposals at 2:00 p.m. on November 13, 2025, from four contractors for the subsurface construction at Substation N. The four bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by Pike Electric, LLC. from Mount Airy, NC in the amount of \$660,924.74. Pike Electric has extensive experience constructing substations and has successfully completed projects with the Electric Department.

We recommend that the City accept Pike Electric's proposal and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 

Jerry L. Ford, Jr., P.E.
Sr. Design Engineer

Attachment: Bid Tabulation

cc: Mrs. Andrea Cline
Mr. Caleb Greene
Mr. Jarrin Hogue

CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM

DATE: 11/19/2025

FORMAL BID: Yes

BID DATE: 11/13/2025

DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
Pike Electric, LLC	\$660,924.74	130 days
HUX Contracting	\$726,350.00	130 days
(Gridtech) PowerGrid Services	\$801,658.20	130 days
Sumter Utilities	\$940,705.00	130 days

RECOMMENDATION: Pike Electric, LLC

LOW BIDDER: YES ☒ NO ☐ (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

♦ ♦ ♦ ♦ ♦

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 11/20/2025

COMMENTS: _____

♦ ♦ ♦ ♦ ♦

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2025.11.20 08:45:33 -05'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2025.11.20 14:26:22 -05'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2025.11.20 14:26:22 -05'00'

DATE: _____

COMMENTS: _____

♦ ♦ ♦ ♦ ♦

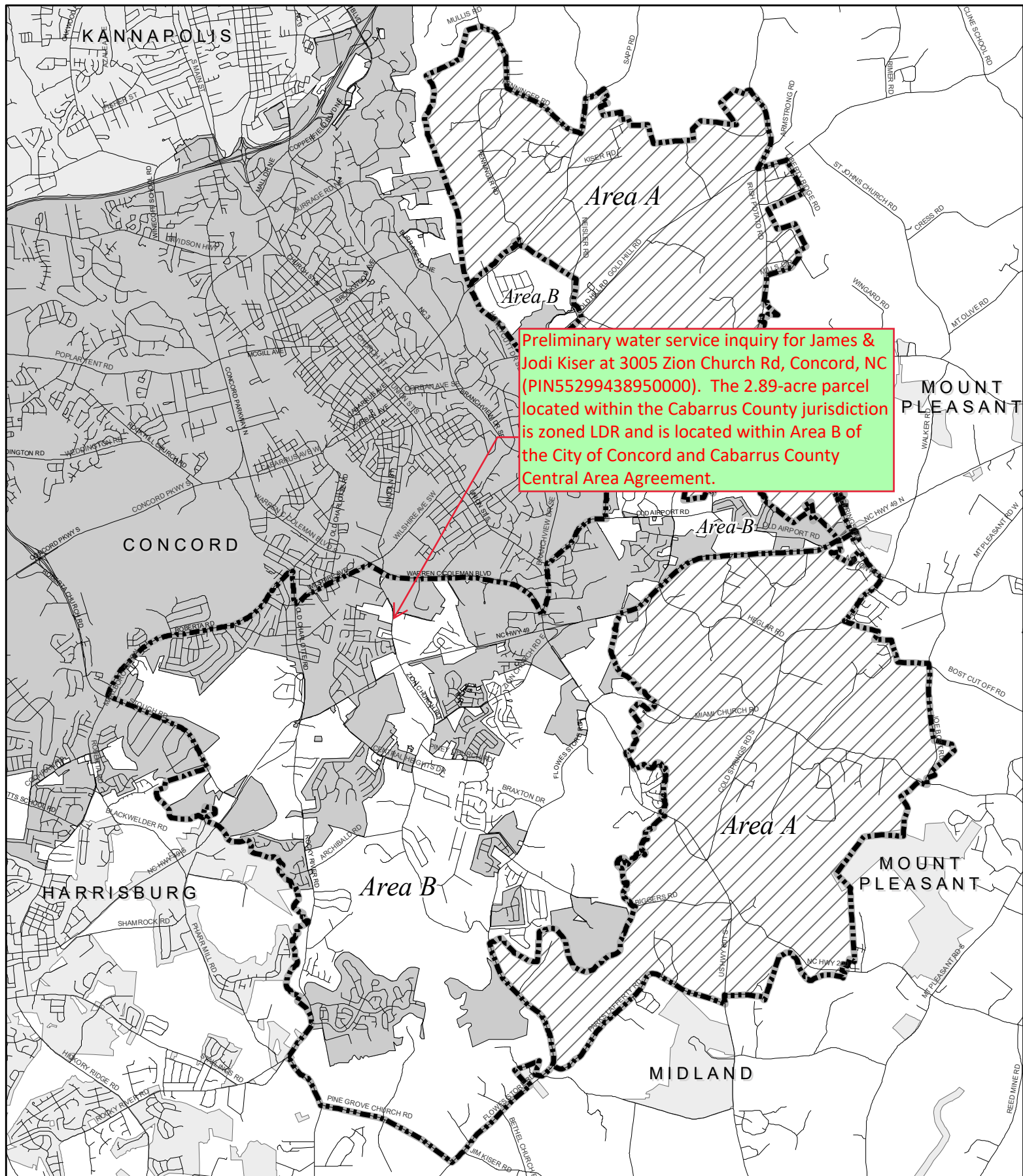
APPROVE AS RECOMMENDED: ☐ YES Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2025.11.20 14:26:22 -05'00'

DATE: _____

CITY MANAGER: _____ DATE: _____

COMMENTS: _____



Preliminary water service inquiry for James & Jodi Kiser at 3005 Zion Church Rd, Concord, NC (PIN55299438950000). The 2.89-acre parcel located within the Cabarrus County jurisdiction is zoned LDR and is located within Area B of the City of Concord and Cabarrus County Central Area Agreement.

Exhibit C

Central Area Plan Areas A & B



Area A

Area B

Streets



City of Concord



Other Municipalities



0 0.5 1
Miles

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

Email: jimkiser@embarqmail.com

1. Name of development: _____
2. Name and address of owner(s)/developer(s): JAMES & JODI KISER
5123 WOODRUN, Mt. Gilead, NC 27306
3. Owner(s)/developer(s) telephone: 704-792-7695 Fax: —
4. Name and address of surveyor/engineer: n/a
5. Surveyor/engineer's telephone: n/a Fax: _____
6. Name, telephone and fax number, and address of agent (if any): n/a
7. Name and address of person to whom comments should be sent: JAMES KISER
5123 WOODRUN, Mt. Gilead, NC 27306
8. Telephone number of person to whom comments should be sent: 704-792-7695
Fax: _____
9. Location of property: 3005 Zion Church Rd. (Correction by SVM) RD.
10. Cabarrus County P.I.N.#: 5529 94 3895 0000
11. Current zoning classification: Residential
12. Total acres: 2.89 Total lots proposed: 1
13. Brief Description of development: n/a
14. Proposed Construction Schedule n/a
15. Type of Service requested Request to tap on to water line which crossed our property

11-12-25
Date

Jodi W. Kiser James R Kiser
Signature of Owner/Agent

JODI W. KISER
Name (printed)

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

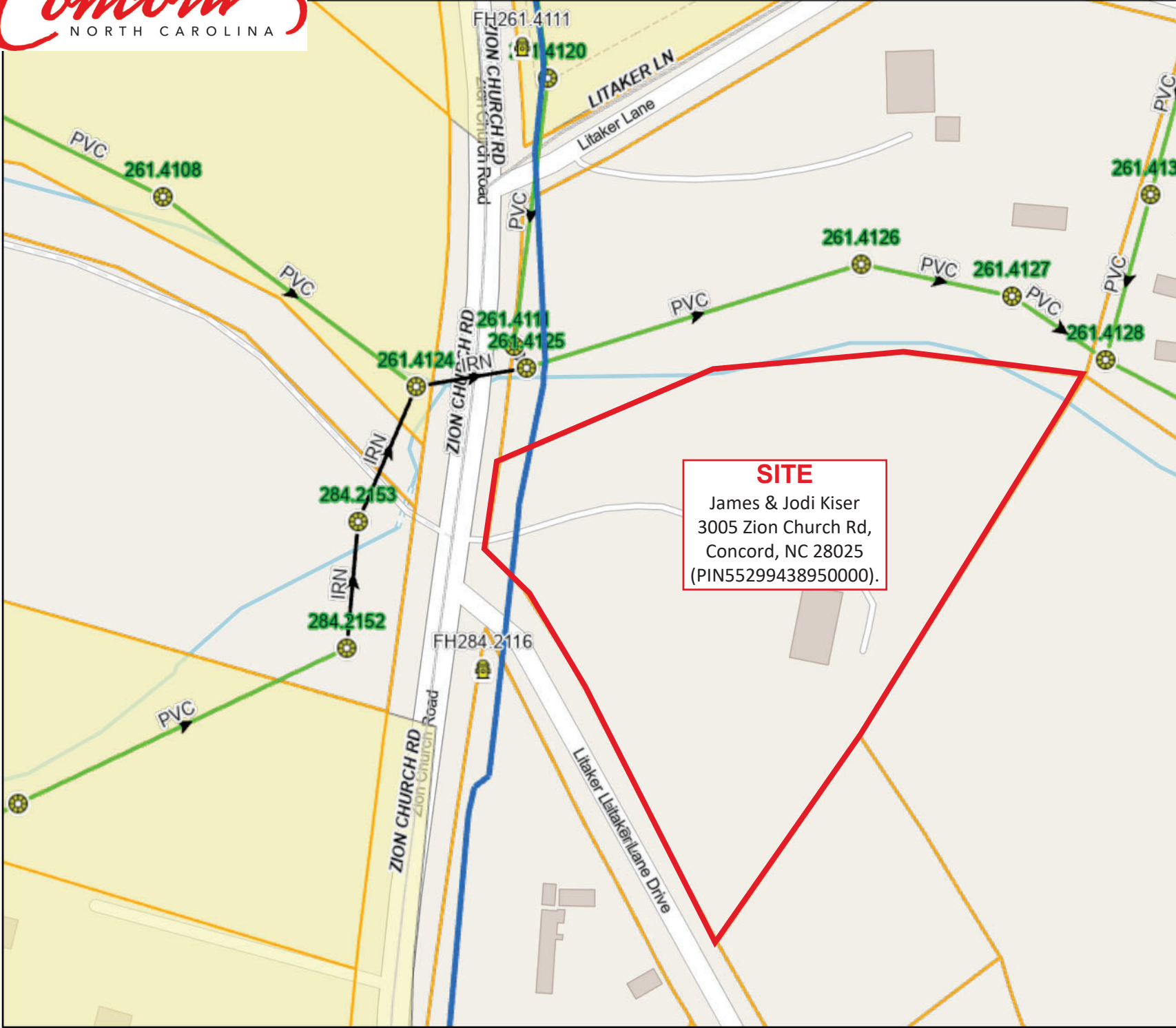
Staff Use Only:

Received by: SVM

Date: November 12, 2025 & Additional information November 19, 2025.



ArcGIS Web Map



Date: Friday, November 21, 2025

Property Owner/Applicant:
James & Jodi Kiser
5123 Woodrun,
Mt. Gilead, NC 27306
Phone: 704-792-7695 | Email: jimkiser@embarqmail.com

Site Development Description & Location: Preliminary water utility service request for James & Jodi Kiser at 3005 Zion Church Rd, Concord, NC (PIN55299438950000). The 2.89-acre parcel located within the Cabarrus County jurisdiction is zoned LDR and is located within Area B of the City of Concord and Cabarrus County Central Area Agreement.

Area Water and Sewer Utility Description: The parcel is considered served by public water located within Zion Church Road right of way. The parcel is not considered served by Concord public gravity sanitary sewer.

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

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

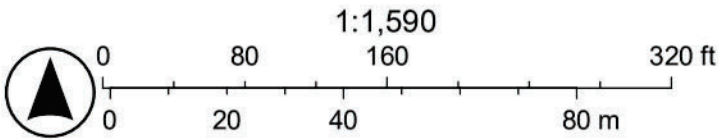
THIS IS NOT A CONTRACT, NOR IS IT AN OFFER TO CONTRACT. THIS IS NOT CONSIDERED VESTING FOR SEWER FLOW ALLOCATION APPROVAL, NOR IS CONSIDERED AN OFFER OF SEWER FLOW ALLOCATION APPROVAL BY THE CITY.

Please note that the actual horizontal and vertical locations of the water and sewer mains with the associated appurtenances should be verified by survey. In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension has been identified and approved in the City's capital improvement plan. The City makes no warranty of merchant ability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained herein.

11/21/2025, 12:04:07 PM

- Hydrant
- City
- Pressure Main
- Distribution Main
- Sewer Manhole
- Sewer Gravity Main
- Poly Vinyl Chloride
- Ductile Iron
- Parcels New
- Centerline
- City of Concord

Notice
Sensitive information not to be copies or distributed without the express written consent of the City of Concord. In compliance with North Carolina Public Record Law, all information provided was created for the City's internal use. The City of Concord, its agents and employees shall not be held liable for any errors in the data. This includes errors of omission, commission, error concerning the content of the data, and relative and positional accuracy of the date. The data cannot be construed to be a legal document. Any resale of this data is strictly prohibited in accordance with North Carolina General Statute 132-10 and shall be considered confidential information vital to national security under exemption 1 and/or a trade secret or commercial information that is confidential under exemption 4 of the Freedom of Information Act.
City of Concord
PO Box 308, Concord,
North Carolina 28026-0308
704-920-5425



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

RESOLUTION OF INTENT

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

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of considering the closure of two unopened areas at the intersection of Hermitage Dr. SE and Winfield Blvd. SE as more specifically set forth below:

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

(1) A meeting will be held at 6:00 p.m. on the 8th day of January 2026 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution regarding the closure of the area described as follows:

RIGHT OF WAY ABANDONMENT AREA 1

LYING IN THE NO. 12 TOWNSHIP, CONCORD, CABARRUS COUNTY, NORTH CAROLINA AND BEING WEST OF THE INTERSECTION OF WINFIELD BLVD. SE AND HERMITAGE DR., BEING THE SOUTHERLY PORTION OF HERMITAGE DR SE TO BE TO BE ABANDONDED, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF PROJECT LOCALIZATION, SAID POINT BEING A NAIL (HAVING NC GRID - NAD83(2011) COORDINATES OF N=604,360.91' AND E=1,534,697.15', WITH A COMBINED GRID FACTOR: 0.9998508919) AND THENCE ALONG A TIE LINE S63°50'12"W A GROUND DISTANCE OF 240.92' TO A 1" IRON ROD, WITNESSED BY A #3 REBAR, (SAID IRON ROD BEING THE SOUTHEAST CORNER OF CAROLYN C. TUCKER PROPERTY DB: 15181 PG: 202 AND HAVING NC GRID - NAD 83(2011) COORDINATES OF N=604,254.71' AND E=1,534,480.95'); THENCE S14.13'01"11E26.77' TO A NEW #5 REBAR, SAID REBAR BEING THE NORTHEAST CORNER OF AREA 1 AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING, S14°13'01"E 27.20' TO A NEW #5 REBAR SET ON THE PROPERTY LINE OF TUCKER ROBERT B. AND CAROLYN C. TUCKER PROPERTY (DB: 776 PG: 226) AND ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF HERMITAGE DR., THENCE WITH THE EXISTING RIGHT OF WAY OF HERMITAGE DR. S54°15'22"W 59.44' TO AN EXISTING 3/4" IRON PIPE, SAID IRON PIPE BEING THE NORTHWESTERN CORNER OF THE AFOREMENTIONED TUCKER PROPERTY (DB: 776 PG: 226) AND INTERSECTING THE NORTHEASTERN PROPERTY LINE OF ANOTHER TUCKER PROPERTY (DB: 16406 PG: 294); THENCE ALONG THE PROPERTY LINE OF TUCKER AND WITH THE EXISTING RIGHT-OF-WAY OF HERMITAGE DR., N30°08'04" W 25.64' TO A NEW #5 REBAR (SAID REBAR SET AT THE SOUTHWESTERN CORNER OF ABANDONMENT AREA 2), THENCE LEAVING THE TUCKER PROPERTY AND EXISTING RIGHT-OF-WAY ALONG A NEW LINE N54°29'40"E 66.80' TO A NEW #5 REBAR AT THE NORTHEASTERN CORNER OF AREA 1 AND THE TRUE POINT OF BEGINNING. THE ABOVE-DESCRIBED RIGHT-OF-WAY ABANDONMENT AREA CONTAINS 0.037 ACRES, MORE OR LESS AND AS SHOWN ON THE SURVEY TITLED "RIGHT OF WAY ABANDONMENT SURVEY, PORTION OF HERMITAGE DR." BY NICHOLAS J. BARNES, PLS OF CESI, DATED: OCTOBER 7th, 2025, CESI JOB #251024.000.

RIGHT OF WAY ABANDONMENT AREA 2

LYING IN THE NO. 12 TOWNSHIP, CONCORD, CABARRUS COUNTY, NORTH CAROLINA AND BEING WEST OF THE INTERSECTION OF WINFIELD BLVD SE AND HERMITAGE DR., BEING THE SOUTHERLY PORTION OF HERMITAGE DR TO BE ABANDONED AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF PROJECT LOCALIZATION, SAID POINT BEING A NAIL (HAVING NC GRID-NAD83(2011) COORDINATES OF N=604,360.91' AND E=1,534,697.15', WITH A COMBINED GRID FACTOR: 0.9998508919) AND THENCE ALONG A TIE LINE S63°50'12"W A GROUND DISTANCE OF 240.92' TO A 1" IRON ROD, WITNESSED BY A #3 REBAR, (SAID IRON ROD BEING THE SOUTHEAST CORNER OF CAROLYN C. TUCKER PROPERTY DB: 15181 PG: 202 AND HAVING NC GRID - NAD 83(2011) COORDINATES OF N=604,254.71' AND E=1,534,480.95'); AND THE TRUE POINT OF BEGINNING FOR AREA 2;

THENCE FROM THE TRUE POINT OF BEGINNING S14°13'01"E 26.77' TO A NEW #5 REBAR, SAID REBAR BEING THE NORTHEAST CORNER OF ABANDONMENT AREA 1; THENCE ALONG A NEW LINE AND THE NORTHERN LINE OF ABANDONMENT AREA 1 S54°29'40"W 66.80' TO A NEW #5 REBAR, SAID REBAR INTERSECTING THE PROPERTY LINE OF

ROBERT B. TUCKER AND CAROLYN C. TUCKER (DB: 16406 PG: 294); THENCE WITH THE AFOREMENTIONED TUCKER PROPERTY N30°08'04"W 24.77' 10 A #5 REBAR, SAID REBAR BEING THE SOUTHEASTERN CORNER OF CABARRUS COUNTY (DB 16552 PG 160); THENCE N54°14'14.44"E 74.20' TO A 1" IRON ROD WITNESSED BY A #3 REBAR, SAID ROD BEING THE SOUTHEASTERN CORNER OF CAROLYN C. TUCKER PROPERTY (DB: 15181 PG: 202) AND ALSO BEING THE TRUE POINT OF BEGINNING. THE ABOVE-DESCRIBED RIGHT-OF-WAY ABANDONMENT AREA CONTAINS 0.040 ACRES, MORE OR LESS AND AS SHOWN ON THE SURVEY TITLED "RIGHT OF WAY ABANDONMENT SURVEY, PORTION OF HERMITAGE DR" BY NICHOLAS J. BARNES, PLS OF CESI, DATED: OCTOBER 7th, CESI JOB #251024.000.

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

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

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

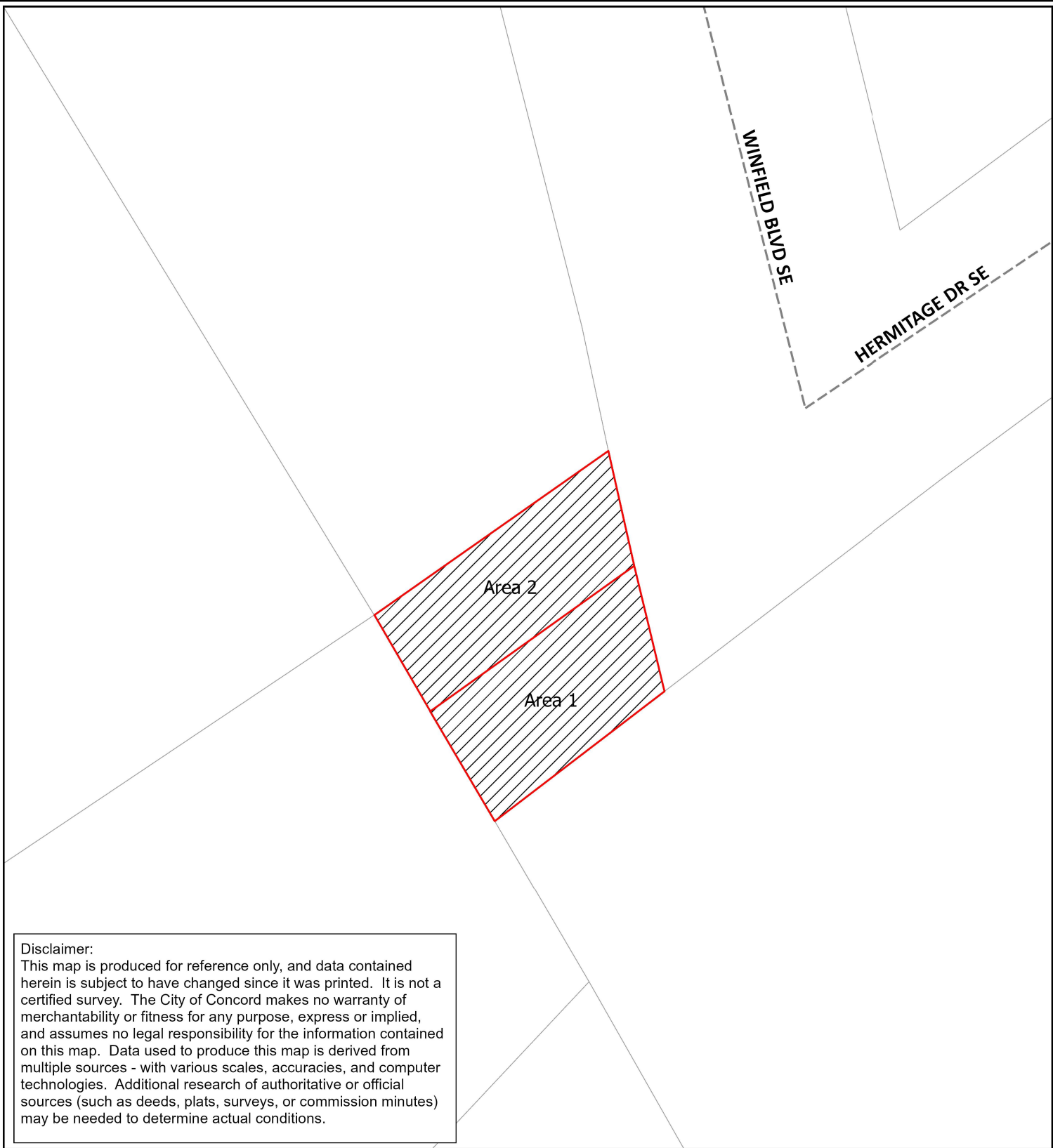
Adopted this 11th day of December 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk



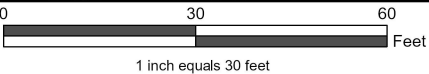
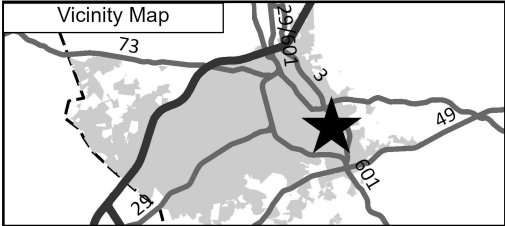
Disclaimer:
 This map is produced for reference only, and data contained herein is subject to have changed since it was printed. It is not a certified survey. The City of Concord makes no warranty of merchantability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained on this map. Data used to produce this map is derived from multiple sources - with various scales, accuracies, and computer technologies. Additional research of authoritative or official sources (such as deeds, plats, surveys, or commission minutes) may be needed to determine actual conditions.



Street Right-of-Way Closure

Location: Hermitage Dr SE at Winfield Blvd SE
 Area: 0.077 acres

- Legend**
- Subject Area
 - Street Centerline
 - Parcel Boundaries



Coordinate System: NAD 1983 State Plane NC FIPS 3200
 Map prepared by City of Concord
 Planning & Neighborhood Development Department
 Printed: November 7, 2025

GRANT PROJECT ORDINANCE
FY26 State Aid to Airport Projects

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

SECTION 1. The project authorized is the **FY26 State Aid to Airport Projects**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

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

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
451-4357000	State Aid	14,566,295	16,908,605	2,342,310
451-4357000				
451-4501680	Transfer From Aviation	743,481	842,153	98,672
451-4501680				
451-4603400	Future Grants	3,678,325	2,278,325	<1,400,000>
451-4603400				
Total				1,040,982

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

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
6300-5800456	Community Hangar	5,016,883	5,214,317	197,434
6300-5800456				
6315-5700000	Debt Service	0	843,548	843,548
6315-5700000				
Total			1,040,982	

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 11th day of December, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2025-2026 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 12th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2025 and ending on June 30, 2026, as amended; and

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

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

Account	Title	Revenues	Amended Budget	(Decrease) Increase
		Current Budget		
680-4406000	Retained Earnings Appr	462,829	561,501	98,672
	Total			98,672

Account	Title	Expenses/Expenditures	Amended Budget	(Decrease) Increase
		Current Budget		
4530-5987000	Transfer to Project Fund	45,735	144,407	98,672
	Total			98,672

Reason: The remaining cost of a Concord Padgett Regional Fuel Farm Expansion This item will be covered by CARES funds reimbursement that were transferred to Aviation Operations in FY23.

Adopted this 11th day of December, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



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: 11/18/25

Branch: 7884

Project Number: CIRCUIT SWITCHER QUO

Project Name

Quoted To: JERRY FORD

Date of Your Inquiry: 11/17/25

When ordering please refer
to Quotation Number: 384606

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	1	S&C***598738-AE8H1KMNRTT2W1; FAULT INTERRUPTING CIRCUIT SWITCHER	123541.10	E	123541.10	0.00		05/25/26
20	8	S&C***SXA-4633-1; ANCHOR BOLT KIT FOR 4 OF THE S-81365-1 ANCHOR BOLTS SOURCEWELL #091422-WES ~ 96-100 WEEK LEAD TIME	206.380	E	1651.04	0.00		05/25/26
SUB-TOTAL					125192.14			
ESTIMATED TAX					8763.45			
TOTAL					133955.59			

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:

PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, made as of April 6th 2023, by and between **ABERDEEN CAROLINA & WESTERN RAILWAY CO.**, whose mailing address is 967 Hwy211 E., Candor, NC 27229 ("**Licensor**"); **CITY OF CONCORD** whose mailing address is 35 Cabarrus Ave W., Concord, NC 28025 ("**Concord**"); and CMC, INC. whose mailing address is: 1151 Jessamine Station Road, Nicholasville, KY 40356 ("**CMC**" and together with Concord, the "**Licensees**" and each a "**Licensee**").

WITNESSETH:

WHEREAS, CMC desires to construct the Pipeline (herein defined) solely for the transmission of municipal potable water under the track(s) and property owned or controlled by Licensor at or near crossing of Alvin Hough Rd And NC HWY 24/27–Town of Midland, County of Cabarrus, State of North Carolina, located at 35°14'03.7"N+80°35'56.8"W or Approx. Mile Post 373 +3272' Located on Licensor's Piedmont Subdivision, and more specifically solely within the area depicted on **Exhibit A** attached hereto and incorporated herein (the "**Crossing**");

WHEREAS, upon construction of the Pipeline by CMC, Concord will be responsible for providing the potable water and the ongoing maintenance, repair, renewal, operation, use, alteration and replacement of the Pipeline (such activities, together with the initial construction being the "**Permitted Use**"); and

WHEREAS, Licensor has agreed to enter into this Agreement for the purpose of allowing the Crossing in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to the terms hereof, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensees with the terms and conditions herein contained;

does hereby license and permit Licensees to construct, maintain, repair, renew, operate, use, alter or change the Pipeline at the Crossing for the Permitted Use for the term herein stated, and to remove same upon termination. The Crossing shall be no wider than 15' in width at any point without the express prior written consent of Licensor.

1.2 The term "**Pipeline**", as used herein, shall mean only a 9.05" DIP with 18" steel casing water main pipeline and the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to such pipeline and the transmission of municipal potable water thereby within the Crossing.

1.3 No additional pipeline or other facilities shall be placed, allowed, or maintained by Licensees in, upon, under or on the Crossing except upon prior separate written consent of Licensors.

2. LICENSE FEE; TERM:

2.1 Licensees agree to pay all expenses in connection with the Pipeline, the Crossing and the Permitted Use.

2.2 Licensees further agree to pay Licensors an annual license fee for said Crossing in the amount of **ONE THOUSAND TWO HUNDRED U.S. DOLLARS** (\$1,200.00) payable annually, in advance beginning as of the effective date hereof (the "**License Fee**"). Said License Fee shall be increased annually on a cumulative and compounding basis by any percentage (%) increase during the previous twelve (12) months in the Consumer Price Index, as herein defined, as shown by the most recent available published index. "**Consumer Price Index**" shall mean the "All Items Index" as published by the U.S. Bureau of Labor Statistics, or any successor index published by a department of the United States Government. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if an original Licensee changes its name, then such Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.3 In addition, Licensees assume sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Pipeline or Crossing.

2.4 This License shall be revocable only in the event of (a) Licensees' cessation of use of the Pipeline for the Permitted Use, (b) removal of the Pipeline, (c) subsequent mutual consent or Licensors and Concord or (d) default by either Licensee hereunder.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensees shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (A.R.E.M.A. Specifications), Licensees' particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 The location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to, and approved by, Licensors and of the material(s) and

size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensees' work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensors and so as to eliminate or minimize any impact on, or interference with, the safe use and operation of Licensors' track(s).

3.4 In the installation and/or maintenance of said Pipeline, Licensees shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensors. As a condition to such consent, a representative will be assigned by Licensors to monitor blasting, and Licensees shall reimburse Licensors for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of a Licensee, or natural or weather events, which are necessary to protect or facilitate Licensors' use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensors, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensees.

3.7 Neither the failure of Licensors to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors of any of the obligations, liability and/or responsibility of any Licensee under this Agreement.

3.8 Each Licensee hereby agrees to reimburse Licensors for any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from this Agreement, including, without limitation, any failure of a Licensee to make or from improper or incomplete repairs or maintenance to Pipeline or Crossing. The liability of Licensees hereunder shall be joint and several.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed and or before use of the Crossing, Licensees, at their sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Each Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensees' activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensees assume sole responsibility for failure to obtain such permit(s) and approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to the Pipeline, Crossing and Permitted Use, Licensees, at their sole cost and expense, shall do the following in a manner satisfactory to Licensor:

(A) Support track(s) and roadbed of Licensor;

(B) Backfill with material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor;

(C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve;

(D) Restore said track(s), roadbed and other disturbed property of Licensor; and

(E) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.2 As between CMC and Concord, CMC agrees that it shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation. For the avoidance of doubt, such agreement does not impact the obligation of either or both of CMC and Concord hereunder with respect to Licensor.

6. TRACK CHANGES:

6.1 In the event that Licensor's rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of Licensor's track(s) or other facilities, or in the event future use by Licensor of right-of-way and property necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate Licensor's track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make such changes at Licensees' cost.

7. PIPE CHANGES:

7.1 Concord shall periodically monitor and verify the depth or height of Pipeline and Crossing in relation to Licensor's tracks and facilities, and shall relocate Pipeline or change the Crossing, at Licensees' expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefore shall be submitted to Licensors for approval before any such change is made. After approval, the terms and conditions of this Agreement shall apply thereto and such approved plans shall be incorporated herein.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensors' railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline or Crossing, in the sole judgment of Licensors, causes: (a) interference (physical, magnetic or otherwise) with Licensors' communication, signal or other wires, power-lines, train control system, or other facilities; or (b) interference in any manner with the operation, maintenance or use by Licensors of its right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then, and in either event, Licensee, upon receipt of written notice from Licensors of any such interference, and at Licensees' sole risk, cost and expense, shall promptly make such changes in its Pipeline and Crossing as may be required in the judgment of Licensors to eliminate all such interference. Upon Licensees' failure to remedy or change, Licensors may do so or contract to do so, at Licensees' sole cost.

8.2 Without assuming any duty hereunder to inspect Licensees' Pipeline, Licensors hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance, or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensees' sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensees hereby agree to, defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit damage, charge or expense which Licensors may suffer sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of Pipeline, Crossing or any structure in connection therewith, or restoration of premises of Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of Pipeline or Crossing, wherein agents, equipment or personnel of Licensees are on the railroad right-of-way, Licensees' liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of Licensor's rail operations. Notwithstanding Section 9.1 or any other provision herein, Licensee expressly assumes all risk of loss and damage to Licensees' Property or Pipeline, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment arising out of Licensor's rail operations. For this Section, the term "**Licensees' Property**" shall include contents of Pipeline as well as property of third parties situated or placed upon Licensor's right-of-way by either Licensee or by such third parties.

9.3 Notwithstanding Section 9.1 or any other provision herein, Licensees assume all responsibility for, and agree to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, escape or otherwise with respect to the Pipeline or the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of subjacent or lateral support of Licensor's tracks arising from such Pipeline leakage, etc.

9.4 Obligations of Licensees hereunder to release, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control or are controlled by or subsidiaries of or are affiliated with Licensor, and their respective officers, agents and employees.

9.5 If a claim is made or action is brought against Licensor, for which Licensees may be responsible hereunder in whole or in part, Licensees shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense. Under no circumstances may Licensees settle any claim or action hereunder without the prior written consent of Licensor.

The provisions of this Section 9 and any other indemnification, hold harmless and defense obligations hereunder shall survive the expiration or termination of this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation of the Pipeline or Crossing or entry onto Licensor's property pursuant to this Agreement, CMC shall procure and shall maintain until the Pipeline is accepted by Concord, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL) from an insurance company licensed to operate in North Carolina and have a Best's rating of no less than A+VII, naming Licensor as additional insured and covering liability assumed by CMC under this Agreement, including, without limitation, contractual liability hereunder. The CGL shall have a coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor prior to cancellation or modification of any policy.

CMC shall deliver the CGL certificate, along with agreement, and annual updates thereof to ATTN: ACWR General Manager, 967 NC Hwy 211 E., Candor NC 27229. If CMCs' CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, CMC shall arrange for adequate time for reporting losses. Failure to do so shall be at CMCs' sole risk.

10.2 Licensor may at any time request evidence of insurance purchased by Licensees to comply with this Agreement. Failure of Licensees to comply with Licensor's request shall be considered a default by Licensees.

10.3 Securing such insurance shall not limit Licensees' liability under this Agreement, but shall be security therefore.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensees or Licensees' contractor to move any vehicles or equipment over track(s) of Licensor, except at public road crossing(s), without separate prior written consent of Licensor.

11.2 If Licensor deems it advisable, during the construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's property at the Crossing, and to keep persons, equipment and materials away from Licensor's track(s), Licensor shall have the right to do so at the reasonable and agreed upon expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and existing labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors, during all times of construction, maintenance, at Licensees' sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensees' continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by the Licensee who is the Licensee at the time such cost or expense is incurred.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefore.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s).

12.4 All undisputed bills or portions of bills not paid within said thirty (30) days shall thereafter

accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted. Unless Licensee shall have furnished detailed objections to such bills within said thirty (30) days, bills shall be presumed undisputed.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event any Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 This Agreement, once the conditions to its effectiveness are satisfied by Licensee, shall be and remain in effect, unless otherwise terminated in accordance herewith.

14.2 All rights which Licensees may have hereunder shall cease upon the date of (a) termination, (b) revocation, (c) subsequent agreement, or (d) Licensees' removal of Pipeline from the Crossing. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third-party defenses or actions.

14.3 Within thirty (30) days after revocation or termination of this Agreement, Licensee at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal. The provisions of this section shall survive the expiration or termination of this Agreement.

15. NOTICE:

15.1 Licensee shall give Licensor's General Manager (GM) at least five (5) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said General Manager.

15.2 All other notices and communications concerning this Agreement shall be addressed to

Licensee at the address above, and to Licensors at the address shown on Page 1, c/o ACWR General Manager; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, national overnight delivery service or by courier, and shall be effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of the named Licensees only, and Licensees shall obtain Licensors' prior written consent to any assignment of Licensees' interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2.4 and 16.1 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensees shall give Licensors written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of documents attesting to such change or legal succession, within thirty (30) days thereof. For the avoidance of doubt, such occurrence shall be deemed a transfer and subject to Section 16.1 hereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Licensors' underlying property interests in the Crossing, upon written notice thereof to Licensees.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensees' failure to obtain said consent.

16.6 In the event of sale or other conveyance by Licensors of its right-of-way, across, under or over, which the Crossing(s) is constructed, Licensors' conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific segment of Right-of-Way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

17. TITLE; LIENS, ENCUMBRANCES:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Railroad's title for any particular right-of-way in Crossing(s) occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Railroad does not warrant title to any

right-of-way in crossing(s), and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the right-of-way, and all leases, licenses and easements or other interests previously granted to others herein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the right-of-way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, as "permission to use" the right-of-way, with dominion and control over such portion of the right-of-way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of right-of-way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the right-of-way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control, and Licensee acknowledges that it does not have the right to occupy any such portion of the right-of-way without also receiving the consent of the owner of the fee simple absolute estate. In such cases, Licensee shall not be permitted access to the right-of-way until it provides Licensor with evidence, reasonable satisfactory in Licensor's sole discretion, that it has either obtained the consent of the owner of the fee simple absolute estate or does not otherwise require such consent. Further, Licensee shall not obtain, exercise or claim any interest greater than the rights of Licensor in the right-of-way, under this Agreement.

17.3 Licensees agree they shall not have nor make, and hereby completely and absolutely waives any right, to any claim against Licensor for damages on account of any deficiencies in title to the right-of-way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensees' use or occupancy thereof.

17.4 Licensees agree to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensees' facilities placement, or the presence of Licensees' facilities in, on or along any Crossing(s), including claims for punitive or special damages.

17.5 Licensees shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in Licensees to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable federal, state, county, municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) hereof shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the State of North Carolina.

18.6 It is understood, acknowledged and agreed that upon completion of the water pipeline construction project contemplated by this Water Pipeline Crossing Agreement, and upon dedication and acceptance of the pipeline as extended into the City of Concord's water distribution system, the status of CMC, Inc., as a Licensee, and its obligations of performance as a Licensee as set forth in this agreement shall cease and terminate with the exception of any and all warranties and specifically, but without limiting any other warranties that may exist, those obligations set forth in section 5.3 hereof and any claims of Licensor relating to CMC's actions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterparts (each of which shall constitute an original) as of the date and year written below.

Aberdeen Carolina & Western Railway Co.

By: Anthony Menzies
Name: Anthony Menzies
Title: Chief Executive Officer
Date: April 4/3/2023, 2023

City of Concord

By: Lloyd Wm. Payne, Jr.
Name: Lloyd Wm. Payne, Jr.
Title: City Manager
Date: April 6th, 2023

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the **City of Concord** to the terms and conditions of this Agreement.

Tax Identification Number:

CMC, Inc.

By: CODY BROWN
Name: CODY BROWN
Title: CFO
Date: April 4/3/2023, 2023

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind CMC, Inc. to the terms and conditions of this Agreement.

Tax Identification Number:

61-0990480

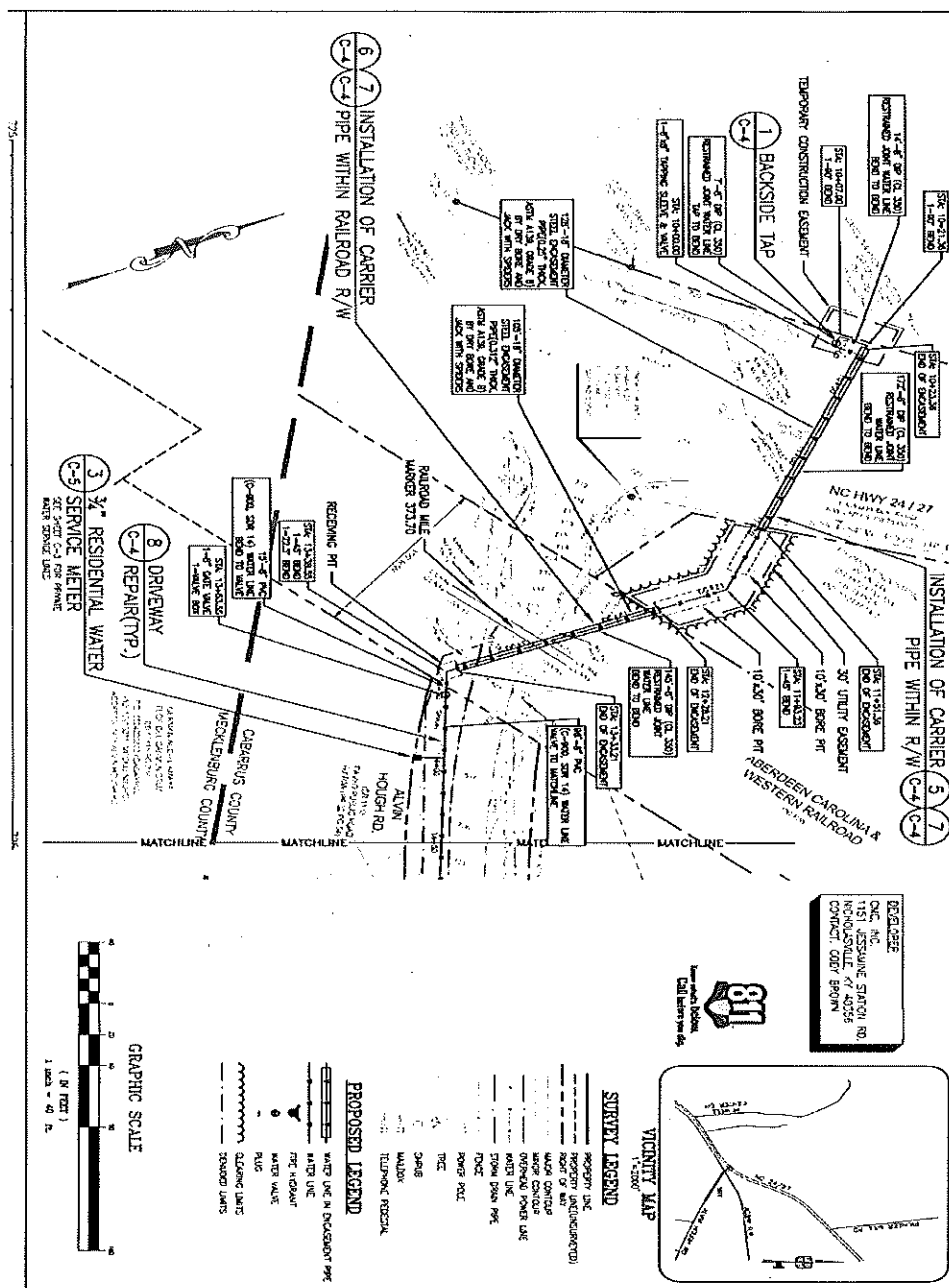
Exhibit A

Exhibit B



STATE OF NORTH CAROLINA

FIRST AMENDMENT PIPELINE CROSSING
AGREEMENT #1988

COUNTY OF CABARRUS

THIS FIRST AMENDMENT TO PIPELINE CROSSING AGREEMENT #1988 (this “First Amendment”) is dated as of _____, by and between **ABERDEEN CAROLINA & WESTERN RAILWAY CO.**, a North Carolina corporation, whose mailing address is 967 NC Hwy 211 E., Candor, North Carolina, 27229, hereinafter called “Licensor” or “Railroad”); **CITY OF CONCORD** whose mailing address is 35 Cabarrus Ave. W., Concord, NC 28025 (“**Concord**”); and **CMC, INC.** whose mailing address is: 1151 Jessamine Station Road, Nicholasville, KY 40356 (“**CMC**” and together with Concord, the “**Licensees**” and each a “**Licensee**”).

Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings ascribed to such terms as set forth in the Original Agreement (as defined herein).

WITNESSETH:

WHEREAS, the Parties entered into that certain PIPELINE CROSSING AGREEMENT #1988 on April 6th, 2023, attached hereto and incorporated herein by reference (as more particularly described in the Original Agreement); and

WHEREAS, the Parties now wish to modify the terms and conditions of the Original Agreement to add certain provisions regarding the precise crossing location and the payment of the annual licensing fee;

NOW, THEREFORE, by mutual agreement of the Parties and in consideration of the Property and the obligations hereinafter set forth, the Original Agreement is hereby amended and modified as follows:

1. The revised location for the pipeline crossing is now west of Alvin Hough Road and no longer on the railroad owned parcel known as Piedmont Industrial Park LLC, PID # 5524440962.
2. Pipeline will still be installed under Railroad’s 100ft wide Right of Way, precisely at (35°14’02.24” N AND 80°35’57.20” W) as depicted in plan set Project R10-11033 Realignment dated 9/16/2024 and attached as exhibit C.
3. CMC, INC will pay a lump sum of three thousand six hundred seventy-two dollars and thirty-six cents (\$3,672.36) to Licensor for the initial three (3) years of the annual licensing fee following final acceptance and activation of the pipeline by the City of Concord.
4. The Original Agreement, as amended by this First Amendment, remains enforceable in accordance with its terms and is hereby ratified and affirmed by each Party in all respects.
5. All other terms and conditions of the Original Agreement shall remain unchanged. In the event of any conflict between the terms of this First Amendment and the Original Agreement, the terms of this First Amendment shall control. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument. This First Amendment may also be executed electronically.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date set forth above.

Aberdeen Carolina & Western Railway Co.

By: _____
Name: _____
Title: _____
Date: _____, 2025

City of Concord

By: _____
Name: _____
Title: _____
Date: _____, 2025

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the **City of Concord** to the terms and conditions of this Agreement.

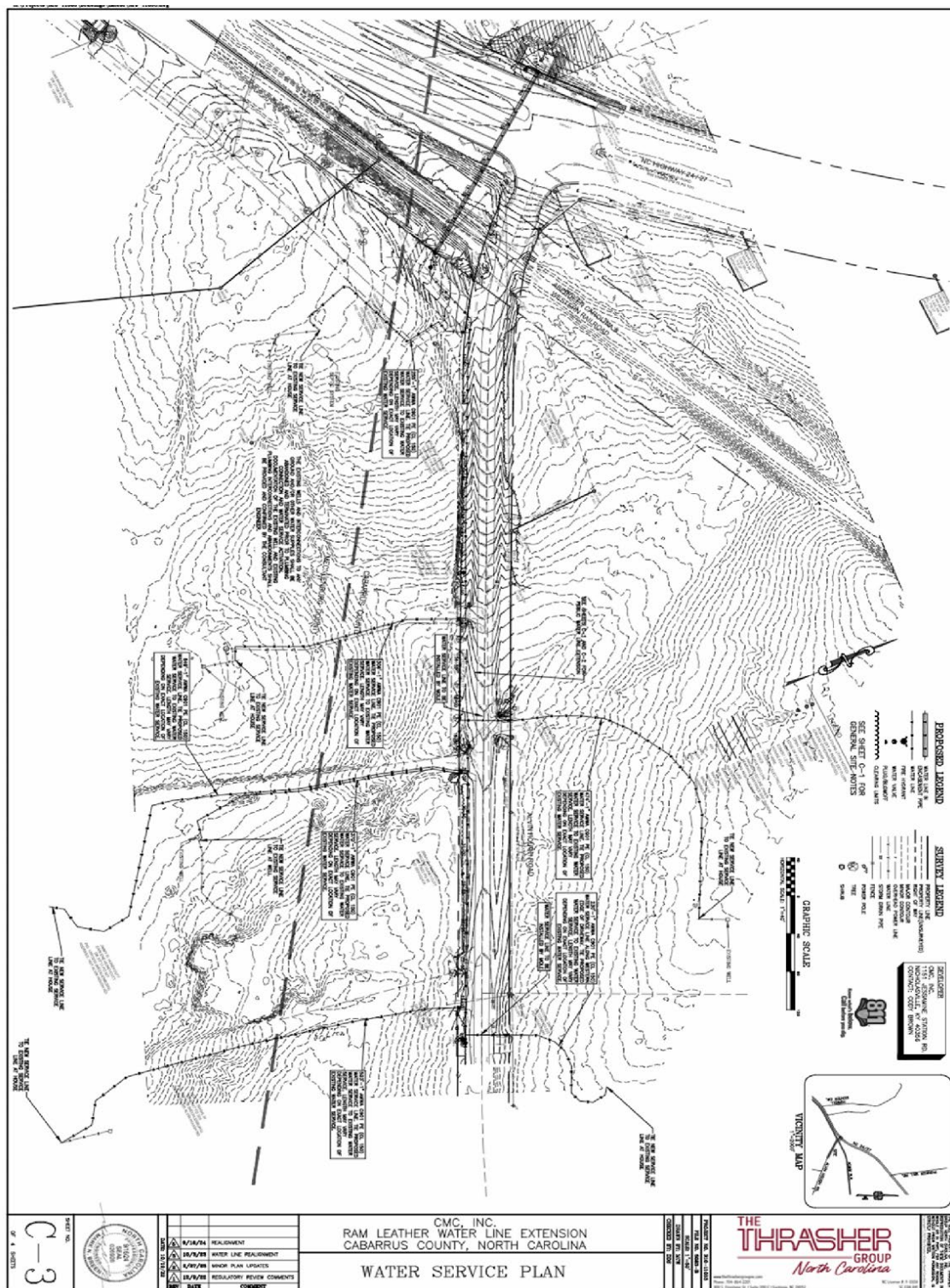
Tax Identification Number:

CMC, Inc.

By: _____
Name: _____
Title: _____
Date: _____, 2025

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind CMC, Inc. to the terms and conditions of this Agreement.

Tax Identification Number: 61-0990480

Exhibit C

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this _____ day of _____, 2025, by LC Sons Properties, LLC, a North Carolina limited liability company, whose principal address is 18900 W Industrial Pkwy, New Caney, TX 77357 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

W I T N E S S E T H:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 4758 Poplar Tent Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 5601-60-1922. It being the land conveyed to Grantor by deed recorded in Book and Page 16166/309 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Property"); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter "CCDO"), and the Concord Technical Standards Manual (hereafter "Concord Manual"); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measure" or "SCM"), (ii) Grantor's dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "Exempt Easement Survey of : 4758 Poplar Tent Road" and labeled "Revised SCM Access Easement 1.542 Acres +/- (67,195 FT^2)"** also filed in Map Book _____ at Page _____ for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit "A" titled "Exempt Easement Survey of : 4758 Poplar Tent Road" and labeled "Revised SCM Access Easement 1.542 Acres +/- (67,195 FT^2)"** also filed in Map Book _____ at Page _____ and access from Poplar Tent Rd (S.R. 1394), for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

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

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in **Exhibit "B"**, the Wet Detention Basin Inspection and Maintenance Plan.

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

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

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDEQ Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property; transferee's mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CCDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement, with the appropriate Deed Book and Page for this Agreement inserted in the relevant blanks, in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG _____."** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement, with the appropriate date, Deed Book and Page for this Agreement inserted in the relevant blanks, shall be inserted in any deed or other document of conveyance:

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2025 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)."

In the event that such conveyance is other than by deed, the above terms of "grantor/grantee" may be substituted by equivalent terms such as "landlord/tenant."

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor does covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF _____, 2025 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR:

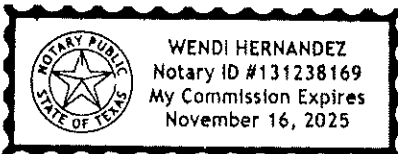
LC Sons Properties, LLC, a North Carolina limited liability company

By: _____
Name: Nicolas Leal
Title: Director

STATE OF Texas
COUNTY OF Montgomery

I, Wendi Hernandez a Notary Public of the aforesaid County and State, do hereby certify that Nicolas Leal as manager/member of LC Sons Properties, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he/she is the manager/member and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 24th day of October, 2025



Notary Public
My commission expires: 11/16/2025

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2025.

Notary Public
My commission expires: _____

PUBLIC WATER UTILITY EASEMENT

LINE	BEARING	DISTANCE
W1	N21°18'32"E	21.84'
W2	S87°43'30"E	20.00'
W3	S21°10'32"E	21.84'

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

PRIVATE SANITARY SEWER EASEMENT

LINE	BEARING	DISTANCE
S21	N43°02'25"E	1.27'
S22	N47°46'10"W	64.63'
S23	S44°07'39"W	27.72'
S24	S20°07'20"W	36.79'
S25	S18°00'47"W	50.42'
S26	S19°00'47"W	37.21'
S27	S20°07'20"W	66.01'
S28	S21°10'32"E	86.77'
S29	S22°07'20"E	72.44'
S30	S23°07'20"E	101.86'
S31	S24°07'39"W	114.33'
S32	S25°07'20"W	130.86'
S33	S26°07'20"W	147.39'
S34	S27°07'20"W	163.92'
S35	S28°07'20"W	180.45'
S36	S29°07'20"W	196.98'
S37	S30°07'20"W	213.51'
S38	S31°07'20"W	230.04'
S39	S32°07'20"W	246.57'
S40	S33°07'20"W	263.10'
S41	S34°07'39"W	279.63'
S42	S35°07'20"W	296.16'
S43	S36°07'20"W	312.69'
S44	S37°07'20"W	329.22'
S45	S38°07'20"W	345.75'
S46	S39°07'20"W	362.28'
S47	S40°07'20"W	378.81'
S48	S41°07'20"W	395.34'
S49	S42°07'20"W	411.87'
S50	S43°07'39"W	428.40'
S51	S44°07'39"W	444.93'
S52	S45°07'20"W	461.46'
S53	S46°07'20"W	477.99'
S54	S47°07'20"W	494.52'
S55	S48°07'20"W	511.05'
S56	S49°07'20"W	527.58'
S57	S50°07'20"W	544.11'
S58	S51°07'20"W	560.64'
S59	S52°07'20"W	577.17'
S60	S53°07'20"W	593.70'
S61	S54°07'39"W	610.23'
S62	S55°07'20"W	626.76'
S63	S56°07'20"W	643.29'
S64	S57°07'20"W	659.82'
S65	S58°07'20"W	676.35'
S66	S59°07'20"W	692.88'
S67	S60°07'20"W	709.41'
S68	S61°07'20"W	725.94'
S69	S62°07'20"W	742.47'
S70	S63°07'20"W	759.00'
S71	S64°07'39"W	775.53'
S72	S65°07'20"W	792.06'
S73	S66°07'20"W	808.59'
S74	S67°07'20"W	825.12'
S75	S68°07'20"W	841.65'
S76	S69°07'20"W	858.18'
S77	S70°07'20"W	874.71'
S78	S71°07'20"W	891.24'
S79	S72°07'20"W	907.77'
S80	S73°07'20"W	924.30'
S81	S74°07'39"W	940.83'
S82	S75°07'20"W	957.36'
S83	S76°07'20"W	973.89'
S84	S77°07'20"W	990.42'
S85	S78°07'20"W	1006.95'
S86	S79°07'20"W	1023.48'
S87	S80°07'20"W	1040.01'
S88	S81°07'20"W	1056.54'
S89	S82°07'20"W	1073.07'
S90	S83°07'20"W	1089.60'
S91	S84°07'39"W	1106.13'
S92	S85°07'20"W	1122.66'
S93	S86°07'20"W	1139.19'
S94	S87°07'20"W	1155.72'
S95	S88°07'20"W	1172.25'
S96	S89°07'20"W	1188.78'
S97	S90°07'20"W	1205.31'
S98	S91°07'20"W	1221.84'
S99	S92°07'20"W	1238.37'
S100	S93°07'20"W	1254.90'
S101	S94°07'39"W	1271.43'
S102	S95°07'20"W	1287.96'
S103	S96°07'20"W	1304.49'
S104	S97°07'20"W	1321.02'
S105	S98°07'20"W	1337.55'
S106	S99°07'20"W	1354.08'
S107	S100°07'20"W	1370.61'
S108	S101°07'20"W	1387.14'
S109	S102°07'20"W	1403.67'
S110	S103°07'20"W	1420.20'
S111	S104°07'39"W	1436.73'
S112	S105°07'20"W	1453.26'
S113	S106°07'20"W	1469.79'
S114	S107°07'20"W	1486.32'
S115	S108°07'20"W	1502.85'
S116	S109°07'20"W	1519.38'
S117	S110°07'20"W	1535.91'
S118	S111°07'20"W	1552.44'
S119	S112°07'20"W	1568.97'
S120	S113°07'20"W	1585.50'
S121	S114°07'39"W	1602.03'
S122	S115°07'20"W	1618.56'
S123	S116°07'20"W	1635.09'
S124	S117°07'20"W	1651.62'
S125	S118°07'20"W	1668.15'
S126	S119°07'20"W	1684.68'
S127	S120°07'20"W	1701.21'
S128	S121°07'20"W	1717.74'
S129	S122°07'20"W	1734.27'
S130	S123°07'20"W	1750.80'
S131	S124°07'39"W	1767.33'
S132	S125°07'20"W	1783.86'
S133	S126°07'20"W	1800.39'
S134	S127°07'20"W	1816.92'
S135	S128°07'20"W	1833.45'
S136	S129°07'20"W	1850.00'
S137	S130°07'20"W	1866.53'
S138	S131°07'20"W	1883.06'
S139	S132°07'20"W	1899.59'
S140	S133°07'20"W	1916.12'
S141	S134°07'39"W	1932.65'
S142	S135°07'20"W	1949.18'
S143	S136°07'20"W	1965.71'
S144	S137°07'20"W	1982.24'
S145	S138°07'20"W	1998.77'
S146	S139°07'20"W	2015.30'
S147	S140°07'20"W	2031.83'
S148	S141°07'20"W	2048.36'
S149	S142°07'39"W	2064.89'
S150	S143°07'20"W	2081.42'
S151	S144°07'20"W	2097.95'
S152	S145°07'20"W	2114.48'
S153	S146°07'20"W	2131.01'
S154	S147°07'39"W	2147.54'
S155	S148°07'20"W	2164.07'
S156	S149°07'20"W	2180.60'
S157	S150°07'20"W	2197.13'
S158	S151°07'20"W	2213.66'
S159	S152°07'20"W	2230.19'
S160	S153°07'20"W	2246.72'
S161	S154°07'39"W	2263.25'
S162	S155°07'20"W	2279.78'
S163	S156°07'20"W	2296.31'
S164	S157°07'20"W	2312.84'
S165	S158°07'20"W	2329.37'
S166	S159°07'20"W	2345.90'
S167	S160°07'20"W	2362.43'
S168	S161°07'20"W	2378.96'
S169	S162°07'20"W	2395.49'
S170	S163°07'20"W	2412.02'
S171	S164°07'39"W	2428.55'
S172	S165°07'20"W	2445.08'
S173	S166°07'20"W	2461.61'
S174	S167°07'20"W	2478.14'
S175	S168°07'20"W	2494.67'
S176	S169°07'20"W	2511.20'
S177	S170°07'20"W	2527.73'
S178	S171°07'20"W	2544.26'
S179	S172°07'20"W	2560.79'
S180	S173°07'20"W	2577.32'
S181	S174°07'39"W	2593.85'
S182	S175°07'20"W	2610.38'
S183	S176°07'20"W	2626.91'
S184	S177°07'20"W	2643.44'
S185	S178°07'20"W	2660.00'
S186	S179°07'20"W	2676.53'
S187	S180°07'20"W	2693.06'
S188	S181°07'20"W	2709.59'
S189	S182°07'20"W	2726.12'
S190	S183°07'20"W	2742.65'
S191	S184°07'39"W	2759.18'
S192	S185°07'20"W	2775.71'
S193	S186°07'20"W	2792.24'
S194	S187°07'20"W	2808.77'
S195	S188°07'20"W	2825.30'
S196	S189°07'20"W	2841.83'
S197	S190°07'20"W	2858.36'
S198	S191°07'20"W	2874.89'
S199	S192°07'20"W	2891.42'
S200	S193°07'20"W	2907.95'
S201	S194°07'39"W	2924.48'
S202	S195°07'20"W	2941.01'
S203	S196°07'20"W	2957.54'
S204	S197°07'20"W	2974.07'
S205	S198°07'20"W	2990.60'
S206	S199°07'20"W	3007.13'
S207	S200°07'20"W	3023.66'
S208	S201°07'20"W	3040.19'
S209	S202°07'20"W	3056.72'
S210	S203°07'20"W	3073.25'
S211	S204°07'39"W	3089.78'
S212	S205°07'20"W	3106.31'
S213	S206°07'20"W	3122.84'
S214	S207°07'20"W	3139.37'
S215	S208°07'20"W	3155.90'
S216	S209°07'20"W	3172.43'
S217	S210°07'20"W	3188.96'
S218	S211°07'20"W	3205.49'
S219	S212°07'20"W	3222.02'
S220	S213°07'20"W	3238.55'
S221	S214°07'39"W	3255.08'
S222	S215°07'20"W	3271.61'
S223	S216°07'20"W	3288.14'
S224	S217°07'20"W	3304.67'
S225	S218°07'20"W	3321.20'
S226	S219°07'20"W	3337.73'
S227	S220°07'20"W	3354.26'
S228	S221°07'20"W	3370.79'
S229	S222°07'20"W	3387.32'
S230	S223°07'20"W	3403.85'
S231	S224°07'39"W	3420.38'
S232	S225°07'20"W	3436.91'
S233	S226°07'20"W	3453.44'
S234	S227°07'20"W	3470.00'
S235	S228°07'20"W	3486.53'
S236	S229°07'20"W	3503.06'
S237	S230°07'20"W	3519.59'
S238	S231°07'20"W	3536.12'
S239	S232°07'20"W	3552.65'
S240	S233°07'20"W	3569.18'
S241	S234°07'39"W	3585.71'
S242	S235°07'20"W	3602.24'
S243	S236°07'20"W	3618.77'
S244	S237°07'20"W	3635.30'
S245	S238°07'20"W	3651.83'
S246	S239°07'20"W	3668.36'
S247	S240°07'20"W	3684.89'
S248	S241°07'20"W	3701.42'
S249	S242°07'39"W	3717.95'
S250	S243°07'20"W	3734.48'
S251	S244°07'20"W	3751.01'
S252	S245°07'20"W	3767.54'
S253	S246°07'20"W	3784.07'
S254	S247°07'39"W	3800.60'
S255	S248°07'20"W	3817.13'
S256	S249°07'20"W	3833.66'
S257	S250°07'20"W	3850.19'
S258	S251°07'20"W	3866.72'
S259	S252°07'20"W	3883.25'
S260	S253°07'20"W	3899.78'
S261	S254°07'39"W	3916.31'
S262	S255°07'20"W	3932.84'
S263	S256°07'20"W	3949.37'
S264	S257°07'20"W	3965.90'
S265	S258°07'20"W	3982.43'
S266	S259°07'20"W	3998.96'
S267	S260°07'20"W	4015.49'
S268	S261°07'20"W	4032.02'
S269	S262°07'20"W	4048.55'
S270	S263°07'20"W	4065.08'
S271	S264°07'39"W	4081.61'
S272	S265°07'20"W	4098.14'
S273	S266°07'20"W	4114.67'
S274	S267°07'20"W	4131.20'
S275	S268°07'20"W	4147.73'
S276	S269°07'20"W	4164.26'
S277	S270°07'20"W	4180.79'
S278	S271°07'20"W	4197.32'
S279	S272°07'20"W	4213.85'
S280	S273°07'20"W	4230.38'
S281	S274°07'39"W	4246.91'
S282	S275°07'20"W	4263.44'
S283	S276°07'20"W	4280.00'
S284	S277°07'20"W	4296.53'
S285	S278°07'20"W	4313.06'
S286	S279°07'20"W	4329.59'
S287	S280°07'20"W	4346.12'
S288	S281°07'20"W	4362.65'
S289	S282°07'20"W	4379.18'
S290	S283°07'20"W	4395.71'
S291	S284°07'39"W	4412.24'
S292	S285°07'20"W	4428.77'
S293	S286°07'20"W	4445.30'
S294	S287°07'20"W	4461.83'
S295	S288°07'20"W	4478.36'
S296	S289°07'20"W	4494.89'
S297	S290°07'20"W	4511.42'
S298	S291°07'20"W	4527.95'
S299	S292°07'20"W	4544.48'
S300	S293°07'20"W	4561.01'
S301	S294°07'39"W	4577.54'
S302	S295°07'20"W	4594.07'
S303	S296°07'20"W	4610.60'
S304	S297°07'20"W	4627.13'
S305	S298°07'20"W	4643.66'
S306	S299°07'20"W	4660.19'
S307	S300°07'20"W	4676.72'
S308	S301°07'20"W	4693.25'
S309	S302°07'20"W	4709.78'
S310	S303°07'20"W	4726.31'
S311	S304°07'39"W	4742.84'
S312	S305°07'20"W	4759.37'
S313	S306°07'20"W	4775.90'
S314	S307°07'20"W	4792.43'
S315	S308°07'20"W	4808.96'
S316	S309°07'20"W	4825.49'
S317	S310°07'20"W	4842.02'
S318	S311°07'20"W	48



Wet Detention Basin Inspection and Maintenance Plan

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

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

☐ does ☒ does not incorporate a vegetated filter at the outlet.

This system (check one):

☐ does ☒ does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

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

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

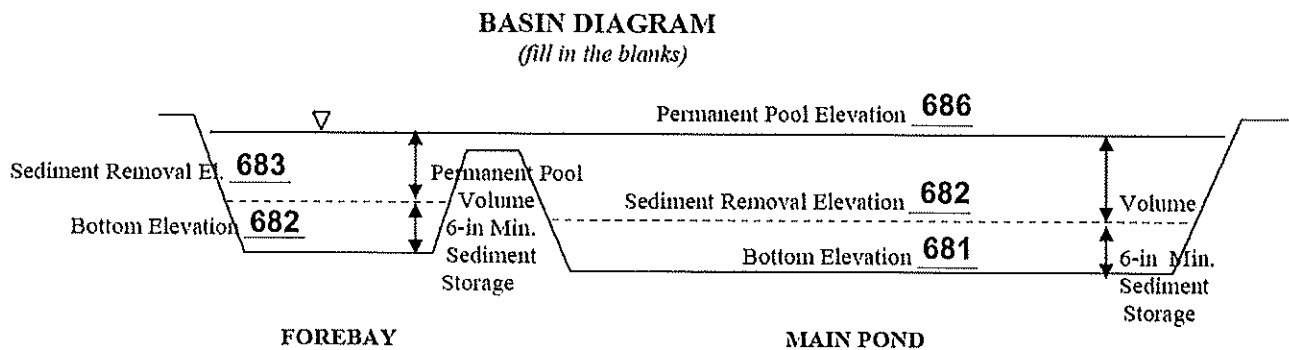
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or equivalent as-built elevations.(Indicate which is being indicated in this document.)

When the permanent pool depth reads 4 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 3 feet in the forebay, the sediment shall be removed.



Tax Report for Fiscal Year 2025-2026**FINAL REPORT****October****Property Tax Receipts**

2025 BUDGET YEAR	3,932,219.10
2024	37,709.81
2023	4,356.29
2022	1,756.56
2021	944.32
2020	407.27
2019	370.09
2018	324.86
2017	162.24
2016	162.24
Prior Years	773.76
Interest	5,993.57
Refunds	
	<hr/>
	3,985,180.11

Vehicle Tax Receipts- County

2025 BUDGET YEAR	
2024	254.49
2023	
2022	
2021	
2020	
2019	
Prior Years	
Penalty & Interest	43.45
Refunds	
	<hr/>
	297.94

Fire District Tax - County

2025 BUDGET YEAR	16,947.40
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	4,002,425.45

423:Vehicle Tag Fee-Transportation Impr Fund	10.00
100:Vehicle Tag Fee	10.00
630:Vehicle Tag Fee-Transportation Fund	10.00
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	30.00

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

Oakwood Cemetery current	1,400.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	691.67
Rutherford Cemetery endowment	333.33
West Concord Cemetery current	825.00
West Concord Cemetery endowment	600.00
Total Cemetery Collections	<hr/>
	3,850.00

Total Collections	<hr/>
	\$ 4,006,305.45

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	3,060.28
Discoveries/Annex prior yr billed in current Yr	4,249.26
Discovery Penalty	1,711.96
Total Amount Invoiced - Monthly	<u>9,021.50</u>
Total Amount Invoiced - YTD	97,599,553.70

Current Year	
Less Abatements (Releases)	
Real	2,871.28
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>2,871.28</u>

Adjusted Amount Invoiced - monthly	6,150.22
Adjusted Amount Invoiced - YTD	97,534,769.46

Current Levy Collected	3,932,219.10
Levy Collected from previous years	46,967.44
Penalties & Interest Collected	5,993.57
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>3,985,180.11</u>
Total Collected - YTD	21,467,387.62

Total Collected - net current levy -YTD	21,279,758.66
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Percentage of Collected -current levy	21.82%
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Amount Uncollected - current year levy	76,255,010.80
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Percentage of Uncollected - current levy	78.18%
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100.00%

CITY OF CONCORD**Summary of Releases, Refunds and Discoveries for the Month of October 2025****RELEASES**

CITY OF CONCORD	\$	2,871.28
CONCORD DOWNTOWN	\$	-

REFUNDS

CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

DISCOVERIES**CITY OF CONCORD**

TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2019	0	0	0	0.0048	0.00	0.00
2020	0	83,980	83,980	0.0048	403.10	241.87
2021	0	92,982	92,982	0.0048	446.31	223.17
2022	0	233,091	233,091	0.0048	1,118.84	447.54
2023	0	252,243	252,243	0.0048	1,210.77	363.22
2024	0	254,821	254,821	0.0042	1,070.25	214.04
2025	199,815	528,822	728,637	0.0042	3,060.28	222.12
Total	199,815	1,445,939	1,645,754		\$ 7,309.54	\$ 1,711.96

DOWNTOWN

TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
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
2025	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 10/31/2025

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
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	6
TOYOTA CREDIT PR 0 11/14/2025	8923A0YE7	5,000,000.00	4,877,525.00	11/14/2025	4.367	1.12	4/21/2025	97.5505	14
NORDDEUTSCHE LANDBK NY 0 1/2/2026	65558NA24	5,000,000.00	4,873,416.67	1/2/2026	4.453	1.12	6/6/2025	97.468333	63
NATIXIS NY BRANCH CP 0 2/13/2026	63873KBD8	5,000,000.00	4,842,986.11	2/13/2026	4.388	1.11	5/23/2025	96.859722	105
TORONTO DOMINION 0 3/20/2026	89119CL8	5,000,000.00	4,839,991.67	3/20/2026	4.360	1.11	6/20/2025	96.799833	140
MUFG BANK LTD 0 4/2/2026	62479MD26	5,000,000.00	4,856,650.00	4/2/2026	4.355	1.12	8/1/2025	97.133	153
CREDIT AGRICOLE CIB 0 4/10/2026	22533UDA8	5,000,000.00	4,887,125.00	4/10/2026	3.959	1.12	9/12/2025	97.7425	161
METLIFE SHORT TERM 0 5/6/2026	59157UE63	5,000,000.00	4,887,952.78	5/6/2026	3.948	1.12	10/9/2025	97.759056	187
TOYOTA MTR CR 0 5/15/2026	89233HEF7	5,000,000.00	4,847,940.28	5/15/2026	4.198	1.11	8/19/2025	96.958806	196
SWEDISH EXPORT CR 0 6/26/2026	87030KFS0	5,000,000.00	4,877,694.44	6/26/2026	3.793	1.12	10/31/2025	97.553889	238
ING FUNDING LLC 0 7/28/2026	45685RGU5	5,000,000.00	4,859,844.44	7/28/2026	3.817	1.12	10/29/2025	97.196889	270
Sub Total / Average Commercial Paper		55,000,000.00	53,545,291.67		4.176	12.31		97.356446	139
FFCB Bond									
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.15	12/22/2021	100	52
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.15	3/22/2024	99.992204	125
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.15	12/17/2020	100	228
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.14	9/22/2023	99.426	305
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.15	9/28/2021	100	332
FFCB 4 2/23/2027	3133ETJF5	5,000,000.00	4,997,113.80	2/23/2027	4.037	1.15	5/23/2025	99.942276	480
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.15	3/30/2020	100	515
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	522
FFCB 3.66 9/15/2027-26	3133ETXQ5	5,000,000.00	5,000,000.00	9/15/2027	3.660	1.15	9/15/2025	100	684
FFCB 3.61 10/27/2027-26	3133ETL96	5,000,000.00	5,000,000.00	10/27/2027	3.610	1.15	10/27/2025	100	726
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.15	3/10/2021	100	861
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.15	3/23/2021	100	874
FFCB 4.14 6/16/2028-27	3133ETLE5	5,000,000.00	5,000,000.00	6/16/2028	4.140	1.15	6/16/2025	100	959
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	1,182
FFCB 1.55 3/15/2029-22	3133EMX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.14	3/24/2021	99.2	1,231
FFCB 4.21 8/27/2029-26	3133ETVD6	5,000,000.00	5,000,000.00	8/27/2029	4.210	1.15	8/27/2025	100	1,396
FFCB 4.52 4/9/2030-26	3133ETCF2	5,000,000.00	5,000,000.00	4/9/2030	4.520	1.15	4/9/2025	100	1,621
FFCB 4.37 4/16/2030-27	3133ETDA2	5,000,000.00	5,000,000.00	4/16/2030	4.370	1.15	4/22/2025	100	1,628
FFCB 4.57 9/10/2031-26	3133ETXB8	5,000,000.00	5,000,000.00	9/10/2031	4.570	1.15	9/10/2025	100	2,140
Sub Total / Average FFCB Bond		95,000,000.00	94,909,774.00		3.010	21.82		99.905492	835
FHLB Bond									
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.15	12/30/2020	100	60
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	109
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.15	3/10/2021	100	130
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.15	4/29/2021	100	180
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	207
FHLB 4.4 11/13/2026-25	3130G3PG2	5,000,000.00	5,000,000.00	11/13/2026	4.400	1.15	11/18/2024	100	378
FHLB 4.375 1/8/2027-26	3130B4GP0	5,000,000.00	5,000,000.00	1/8/2027	4.375	1.15	1/8/2025	100	434
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	469
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	655
FHLB 4.125 7/10/2028-26	3130B6YJ9	5,000,000.00	5,000,000.00	7/10/2028	4.125	1.15	7/10/2025	100	983
FHLB 4.45 12/4/2028-26	3130B3XH1	5,000,000.00	5,000,000.00	12/4/2028	4.450	1.15	12/4/2024	100	1,130
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.15	11/1/2019	100	1,462

FHLB 3.75 9/23/2030-27	3130B7SM7	5,000,000.00	5,000,000.00	9/23/2030	3.750	1.15	9/24/2025	100	1,788
Sub Total / Average FHLB Bond		65,000,000.00	64,744,250.00		2.801	14.88		99.62151	616
FHLMC Bond									
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.15	7/14/2020	100	256
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.14	8/30/2024	99.323	301
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.14	2/22/2024	99.05	479
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.09	3/25/2024	94.917654	510
FHLMC 4.1 5/20/2027-25	3134GAD91	5,000,000.00	4,977,705.00	5/20/2027	4.290	1.14	11/20/2024	99.5541	566
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.14	9/27/2024	99.45	608
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.14	9/23/2024	99.2954	692
FHLMC 4.65 11/12/2027-25	3134HAZQ9	5,000,000.00	5,000,000.00	11/12/2027	4.650	1.15	11/14/2024	100	742
FHLMC 4 12/9/2027-25	3134GAL35	5,000,000.00	4,967,900.00	12/9/2027	4.230	1.14	12/9/2024	99.358	769
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	776
FHLMC 4.4 1/26/2028-26	3134HBYN5	5,000,000.00	5,000,000.00	1/26/2028	4.400	1.15	7/15/2025	100	817
FHLMC 4.3 2/4/2028-27	3134HA5M1	5,000,000.00	5,000,000.00	2/4/2028	4.300	1.15	2/4/2025	100	826
FHLMC 4.13 2/25/2028-26	3134HBJ85	5,000,000.00	4,998,000.00	2/25/2028	4.147	1.15	8/25/2025	99.96	847
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	854
FHLMC 4.23 3/27/2028	3134HBFLO1	5,000,000.00	5,000,000.00	3/27/2028	4.230	1.15	3/28/2025	100	878
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	892
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	966
FHLMC 4.2 7/21/2028-26	3134HBZU8	5,000,000.00	5,000,000.00	7/21/2028	4.200	1.15	7/21/2025	100	994
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.15	8/20/2024	100	1,389
Sub Total / Average FHLMC Bond		95,000,000.00	94,492,007.69		4.043	21.72		99.477692	746
FNMA Bond									
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	7
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	7
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	7
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.05	11/17/2023	91.267	59
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	175
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.20	10/27/2023	88.898	272
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.15	10/29/2020	100	363
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.15	11/4/2020	100	734
FNMA 4.32 3/10/2028-25	3136GACR8	5,000,000.00	5,000,000.00	3/10/2028	4.320	1.15	3/10/2025	100	861
FNMA 4.6 5/5/2028-25	3136GAGT0	4,750,000.00	4,750,000.00	5/5/2028	4.600	1.09	5/9/2025	100	917
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	987
FNMA 3.95 8/14/2028-26	3136GANR6	5,000,000.00	5,000,000.00	8/14/2028	3.950	1.15	8/14/2025	100	1,018
FNMA 4 9/12/2028-26	3136GASR1	5,000,000.00	5,000,000.00	9/12/2028	4.000	1.15	9/12/2025	100	1,047
FNMA 3.5 9/18/2028-26	3136GAT25	5,000,000.00	4,985,900.00	9/18/2028	3.600	1.15	9/18/2025	99.718	1,053
FNMA 3.5 10/16/2028-26	3136GAXZ7	5,000,000.00	4,987,500.00	10/16/2028	3.589	1.15	10/17/2025	99.75	1,081
FNMA 3.7 10/24/2028-26	3136GAYK9	5,000,000.00	4,996,250.00	10/24/2028	3.727	1.15	10/24/2025	99.925	1,089
FNMA 4 4/10/2030-26	3136GAENS	5,000,000.00	4,999,750.00	4/10/2030	4.001	1.15	4/10/2025	99.995	1,622
FNMA 4.45 8/7/2030-26	3136GALN76	5,000,000.00	5,000,000.00	8/7/2030	4.450	1.15	8/8/2025	100	1,741
FNMA 3.875 9/18/2030-26	3136GATA7	5,000,000.00	5,000,000.00	9/18/2030	3.875	1.15	9/18/2025	100	1,783
FNMA 3.75 10/18/2030-27	3136GAY29	5,000,000.00	5,000,000.00	10/18/2030	3.750	1.15	10/20/2025	100	1,813
Sub Total / Average FNMA Bond		79,305,000.00	78,412,977.80		3.653	18.03		98.962268	1,032
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	20,865,624.82	20,865,624.82	N/A	4.114	4.80	5/24/2024	100	1
NCCMT LGIP	NCCMT481	932,747.15	932,747.15	N/A	4.050	0.21	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		21,798,371.97	21,798,371.97		4.111	5.01		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	22,147,537.28	22,147,537.28	N/A	4.150	5.09	3/31/2019	100	1
Sub Total / Average Money Market		22,147,537.28	22,147,537.28		4.150	5.09		100	1
Treasury Note									
T-Note 2.25 11/15/2025	912828M56	5,000,000.00	4,925,075.95	11/15/2025	4.250	1.13	2/7/2025	98.501519	15
Sub Total / Average Treasury Note		5,000,000.00	4,925,075.95		4.250	1.13		98.501519	15
Total / Average		438,250,909.25	434,975,286.36		3.590	100		99.280119	639