



# City Council Agenda

Thursday, January 8, 2026

6:00 PM

City Hall

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

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

## **I. Call to Order**

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

## **III. Approval of Minutes**

November 25, December 9, December 11, and December 16, 2025.

## **IV. Presentations**

### **1. Presentation of retirement plaque to Sergeant Phillip Carlton for over 28 years of service to the City of Concord Police Department.**

Sgt. Phillip Carlton has been a proud resident of Cabarrus County since 1978. A 1992 graduate of Mount Pleasant High School, he earned his Associate's degree from Central Piedmont Community College (CPCC), laying the foundation for a long and distinguished career in law enforcement.

He began his service with the Concord Police Department on January 12, 1998 first assigned to B Squad Patrol. He served as an Officer, Master Police Officer, and Field Training Officer, and in 2003 received the MADD Officer of the Year Award. In 2006, he was promoted to Sergeant. Since then, he has served as a patrol sergeant in every district and played a key role in the pilot program that established the department's permanent shift structure.

His leadership has extended to specialty units including Criminal Investigations, Support Services, and Community Outreach and Education. His commitment to readiness and community safety is reflected in his involvement with the CPD Dive Team, SWAT, and his work as a Community Liaison.

He has earned numerous certifications and recognition, including his Advanced Law Enforcement Certification, Traffic Crash Investigation and Enforcement Certification, completion of the Law Enforcement Management Program at RCCC, and the FBI-LEEDA Trilogy Award.

Outside of law enforcement, he is devoted to his family. He has been married to his wife, Cindy, for 27 years, and they have two sons, Kyle and Garrett. He enjoys traveling, spending time with family, and playing cornhole. He is also an accomplished high school wrestling official and has been selected multiple times to officiate the NCHSAA State Championships.

### **2. Presentation of a retirement plaque recognizing Mark "Rosey" Cain for over 30 years of service with the City of Concord.**

Mark began his career with the City over 30 years ago as a member of the Sewer department. Mark then transferred to Water Resources where he worked on both construction and meter lab crews. He later transitioned to the Electric underground division where he continued to expand his technical expertise with the City. He ultimately found his long-term home as a Meter Technician where he dedicated approximately 23 years of service. Throughout his career, Mark was known for his strong work ethic, and reliability. His contributions will have a lasting impact on the City and his service is deeply appreciated.

### **3. Presentation of a retirement plaque recognizing Keith “Cooter” Karriker for over 31 years of service with the City of Concord.**

Keith began his career with the City over 31 years ago as part of a tree trimming crew. He later transitioned to Electric overhead, and finally Meter Technician, a position he held for an estimated 25 years. Over the course of his career, Keith became a trusted and familiar presence, delivering outstanding service to our community. His long tenure reflects a sustained commitment to his work, and his contributions over the years have been a meaningful part of the City’s service to the community. His contributions will have a lasting impact on the City and his service is deeply appreciated.

## **V. Unfinished Business**

## **VI. New Business**

### **A. Informational Items**

#### **1. Presentation of the Independent Auditor's report on the Annual Comprehensive Financial Report for the Fiscal Year ending June 30, 2025.**

G.S. 159-34 requires each unit of local government or public authority to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local government accounts. The auditor shall be selected by and report directly to the governing board. As a minimum, the required report shall include the financial statements as prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to the financial statements. A copy of the report is available on the City's website.

### **B. Departmental Reports**

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

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

### **D. Public Hearings**

#### **1. Conduct a public hearing to consider adopting a resolution on the matter of closing the right-of-way of two unopened areas at the intersection of Hermitage Dr. SE and Winfield Blvd. SE. The proposal includes the abandonment of the right -of-way of two unopened areas at the intersection of Hermitage Dr. SE and Winfield Blvd. SE.**

These areas were never opened and are unimproved. Carolyn Tucker filed the application and is the owner of 621 Hermitage Dr. SE. The other adjoining properties are also owned by Carolyn Tucker.

Staff posted signs in two (2) places along the right-of-way, sent copies of the approved resolution of intent to all neighboring owners after adoption, and advertised in the newspaper once a week for four (4) consecutive weeks, all as required by the General Statutes. All City departments have reviewed the petition and there are no objections.

**Recommendation:** Conduct a public hearing to consider adopting a resolution on the matter of closing the right-of-way of two unopened areas at the intersection of Hermitage Dr. SE and Winfield Blvd. SE.

#### **2. Conduct a public hearing and consider adopting an ordinance annexing +/- 13.40 acres at 7201 Trail Rd. (PIN 4691-41- 2998 owned by Calmat Co.); 7205 Trail Rd. (PIN 4691- 42-0039 owned by Vulcan Lands, Inc.); & 508 Cessna Rd. (PIN p/o 4691-32-7633 owned by Gerald & Kimberly Hinson).**

Voluntary annexation petition of +/-13.40 acres at 7201 Trail Rd., 7205 Trail Rd., & a portion of 508 Cessna Rd. The property is currently zoned Cabarrus County CR (Countryside Residential). The proposed annexation would be for the extension of the existing quarry’s overburden storage area. If annexed, this parcel would be in District 5.

**Recommendation:** Conduct a public hearing and consider a motion adopting the annexation ordinance and set an effective date for January 8, 2026.

**3. Conduct a public hearing to consider adopting an ordinance amending Article 3 (Zoning Amendments and Hearing Procedures), Article 5 (Subdivision Plats, Site Plans, and Construction Documents), and Article 14 (Definitions) of the Concord Development Ordinance (CDO).**

The proposed changes to the Concord Development Ordinance (CDO) are part of an ongoing effort to clarify, increase efficiency of use, and ensure compliance with state statutes and various other state and federal requirements.

The proposed amendments to Article 3 will simplify administrative approvals in reference to conditional rezoning plans; amendments to Article 5 include updates to maintain compliance with NCGS 160D-802, cross reference the updated language of Article 3, including a new requirement associated with minor plats, and additionally includes changes requested by the engineering department; and, the amendment to Article 14 cross references the updated language of Article 5 regarding exemption plats to maintain compliance with NCGS 160D-802.

The Planning and Zoning Commission unanimously recommended the proposed amendments to Council at their December 16, 2025 meeting.

**Recommendation:** Motion to adopt an ordinance amending Articles 3, 5, and 14 of the Concord Development Ordinance (CDO).

**E. Presentations of Petitions and Requests**

**1. Consider authorizing the City Manager to execute a contract between the Concord ABC Board and the City of Concord Police Department.**

The Police Department shall provide ABC law enforcement responsibilities within the City limits of Concord, North Carolina in return for \$200,000. This amount shall be reimbursed to the City in equal payments every 90 days.

**Recommendation:** Motion to authorize the City Manager to execute a contract between the Concord ABC Board and the City of Concord Police Department.

**2. Consider adopting updated Rules and Regulations for the Concord-Padgett Regional Airport.**

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public and the Tenants, Operators, Permittees, and users of the airport and to restrict or prevent any activities or actions that would negatively interfere with the safe, orderly, and efficient use of the Airport. The last revision of the Rules and Regulations occurred in mid-2000s. The FAA encourages updates every 5-10 years or on an as needed basis.

**Recommendation:** Motion to adopt the updated Rules and Regulations for the Concord-Padgett Regional Airport.

**3. Consider adopting updated General Aviation Minimum Standards (Minimum Standards) to encourage and promote the consistent provision of high quality Commercial General Aviation Aeronautical Activities available to the public at the Concord-Padgett Regional Airport.**

The last revision to the Minimum Standards occurred in mid-2000's. The FAA encourages updates every 5-10 years or on an as needed basis.

**Recommendation:** Motion to adopt updated General Aviation Minimum Standards for the Concord-Padgett Regional Airport.

**4. Consider authorizing the City Manager to execute a change in order #1, Apron and Taxiway Rehabilitation Airport.**

Change order #1 is for additional work for enlarging the repair area, and asphalt removal which was not included in the original bid for the hard stand, full depth pavement repair, curb and gutter repair. In addition to these items, the contractor is requesting an additional 15 days. These items have been reviewed and recommended by our independent Engineer. The increase in the contract amount will be funded through the NCDOT-Airport Improvement Program grant.

**Recommendation:** Motion to authorize the City Manager to execute the change order#1 in the amount of \$116,560.00 with an additional 15 days and to approve the budget amendment attached.

**5. Consider authorizing the City Manager to negotiate and execute a professional service agreement with The Wilson Group Architects PA.**

In accordance with Federal Aviation Administration (FAA) guidelines, the Aviation Department advertised professional services to design and bid for a new Hangar in Common (HIC). The total square footage for the new HIC is approximately 40,000 feet. The department has received eight proposals. The committee interviewed three of the eight firms. After the interviews were completed, staff recommended The Wilson Group Architects PA which was based on previous experience with the Aviation Department. FAA requires the airport to prepare an Independent Fee Estimate (IFE) for design/bid and construction administration portion of the project. The IFE must be within +/- 10% percent of the fees. The IFE was \$875,888.10.

The total cost for design/bid including construction administration fees submitted by the Wilson Group Architects is \$852,651.04.

The funding for the architecture and engineering (A/E) fees will be from Bipartisan Infrastructure Law grant. The current balance remaining for BIL is \$6,244,948. The project will be funded 100% with no match required.

**Recommendation:** Motion to accept the recommendation and authorize the City Manager to execute a Professional Services contract with The Wilson Group Architects PA in the amount of \$852,651.04.

**6. Consider authorizing the City Manager to negotiate and execute a contract with JD Goodrum Company, INC for the construction of the Laurel Park Pump Station Elimination.**

The Laurel Park Pump Station Elimination is located at 2594 Sunberry Ln. NW within the Laurel Park subdivision. This project consists of the installation of approximately 1,300 linear feet of 8-inch diameter sewer line and associated manholes to eliminate the existing pump station. This project was bid under the formal bidding process, with bids being received December 18th, 2025. Three (3) bids were received. The lowest responsible bidder was JD Goodrum Company, INC. at \$849,899.20. The contract duration is 120 calendar days.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with JD Goodrum Company, INC. for \$849,899.20 for the Laurel Park Pump Station Elimination.

**7. Consider authorizing the City Manager to negotiate and execute a change order with Cinderella Partners up to \$250,000 and utilize retained earnings to pay for the additional cost.**



Cinderella Partners is the contractor for the Rocky River Clubhouse Renovation project. The original contract amount is \$879,545.24, which includes \$ 79,958.66 in contingency. During construction, several conditions not included in the original scope were discovered, including areas of deterioration that require repair or replacement.

To address these issues and to ensure the building exterior is durable and low maintenance, a change order in the amount of \$250,000 is requested. This change order will allow the contractor to upgrade the cupola to a vinyl exterior; remove and replace sections of rotted wood; replace the existing wooden shingle siding on one side of the building with a more durable vinyl product that mimics the appearance of wood shingles; and replace rusted aluminum sheeting that was uncovered after the original siding was removed. Additionally, termite damage and mold remediation identified during construction will be addressed as part of this project that was not discovered until construction began. An additional 60 days has been requested for this additional work.

Retained earnings are available to cover the cost of these additional items.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a change order with Cinderella Partners up to \$250,000 and use retained earnings to pay for the cost.

**8. Consider adopting a resolution authorizing an eminent domain action for a parcel located at 145 Hemlock Street, SW.**

This property is currently owned by all heirs known and unknown of Callie Misenheimer. The purpose of the acquisition of this property is affordable housing in the Council's capacity as the Housing Authority as provided in N.C.G.S. Chapter 157 and N.C.G.S. Chapter 40A. The property is estimated to have a value of \$45,000.00.

**Recommendation:** Consider adopting a resolution authorizing an eminent domain action for a parcel located at 145 Hemlock Street, SW.

**9. Consider adopting a resolution authorizing an eminent domain action for a parcel located at 75 Young Street, SW.**

This property is currently owned by all heirs known and unknown of Hazel Misenheimer Murray. The purpose of the acquisition of this property is affordable housing in the Council's capacity as the Housing Authority as provided in N.C.G.S. Chapter 157 and N.C.G.S. Chapter 40A. The property is estimated to have a value of \$50,730.00.

**Recommendation:** Consider adopting a resolution authorizing an eminent domain action for a parcel located at 145 Hemlock Street, SW.

**10. Consider adopting the 2026 State Legislative Goals.**

The City Manager will present the 2026 State Legislative Goals for Council's consideration.

**Recommendation:** Motion to adopt the 2026 State Legislative Goals.

**VII. Consent Agenda**

**A. Consider authorizing the Concord Police Department to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.**

The grant funds would be used on overtime expenses, up to \$35,000 for traffic safety enforcement. The grant does not require a local match from the City. The application is due January 31, 2026. Grants awarded will be for the 2027 federal fiscal year which begins October 1, 2026.

**Recommendation:** Motion to authorize the Concord Police Department to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic-related deaths and injuries on streets and highways in the City of Concord.

**B. Consider adopting a resolution updating the current approved depositories for the City of Concord.**

The attached resolution and the attached list of pooling banks for N.C. is submitted for City Council approval. Although the City has a contract with Wells Fargo, the central depository for the City, the City also has relationships with many other financial institutions in regard to investment activities and debt relationships. A list of pooling banks is attached for review. This list represents banks that the Treasurer's office currently works with to receive deposits for State agencies. These banks agree to comply with State guidelines to operate as a depository of State funds. Staff are requesting these financial institutions be approved.

**Recommendation:** Motion to adopt a resolution to designate allowed depositories for the City.

**C. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from FRED-Charlotte Apartments, LLC.**

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve 9065 Quay Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4589-43-7818, and 8981 Quay Road, Charlotte, NC 28262, Mecklenburg County Parcel ID number: 029-18-106. 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: 9065 Quay Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4589-43-7818, and 8981 Quay Road, Charlotte, NC 28262. Mecklenburg County Parcel ID number: 029-18-106.

**D. Consider accepting an Offer of Dedication for an access easement and approving the maintenance agreement from Peachtree Townhomes LLC.**

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve property located at 24 Peachtree Avenue NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5621-51-7259. The owners are offering access easements and SCM maintenance agreements.

**Recommendation:** Motion to approve the maintenance agreements and accept offers of dedication to the following property: Property 24 Peachtree Townhomes NW, Concord, NC. Property Identification Number (PIN): 5621-51-7259.

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

In accordance with CDO Article 5, the following final plat and easements are now ready for approval: Trade Park at Concord, formerly Concord Commerce Park, Subdivision Plat for Church St. N Townhomes. Various utility easements and public rights-of-ways are offered by the owners.

**Recommendation:** Motion to accept the offer of dedication on the following plat and easements: Trade Park at Concord, formerly Concord Commerce Park, Subdivision Plat for Church St. N Townhomes.

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

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Concord Commerce Park (PIN 5509-76-6882, 5509-75-9900, and 5509-87-7781) 2711 Concord Parkway South. Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Concord Commerce Park.

**G. Consider adopting an updated resolution authorizing the use of settlement funds from the National Opioid Litigation Settlement Funds.**

The City is participating in the National Opioid Litigation. When the first settlement funds were distributed, the City received an initial payout of about \$189,910.05, and that amount has earned interest resulting in a current amount of \$203,787.53. The funds will be used by Cabarrus County EMS for evidence-based addiction treatment as indicated in the previously approved interlocal agreement. An initial spending authorization resolution was approved in September 2025 with an estimated amount. Now that all funds have been posted and finalized, the attached resolution has been updated to reflect the total amount available.

**Recommendation:** Motion to adopt an updated resolution authorizing the use of settlement funds from the National Opioid Litigation Settlement Funds.

**H. Consider accepting North Carolina Department of Transportation (NCDOT) - FY26 North Carolina Department of Transportation - State Transportation Improvement Program (STIP) grant award and adopt a budget ordinance to amend the budget for the Airport capital projects to appropriate NCDOT grant funds received.**

Concord-Padgett Regional Airport received notice from the Division of Aviation NCDOT that STIP grant funds in the amount of \$300,000 have been allocated under the commercial service appropriation funding for Concord-Padgett Regional Airport in FY26. These grant funds will be used for the purpose of funding design for the Commercial Service Apron Expansion.

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

**I. Consider approving a donation from the Mayor's Golf Tournament Fund to 1, 2, 3 JUMP and to adopt a budget amendment to appropriate the donation.**

The 1, 2, 3 JUMP organization focuses on serving youth aged 18 and under. Their mission centers are to promote physical fitness, leadership, and positive youth development through structured jump rope programs, camps, classes, and events. The jump ropes are not only used in school and community-based activities but are also given away to students so they can continue exercising at home, reinforcing to long-term impact and sustainable physical activity. The organization is requesting \$2,325 to help underwrite the cost of custom jump ropes for the program.

**Recommendation:** Motion to approve a \$2,325 donation from the Mayor's Golf Tournament Fund to 1, 2, 3 JUMP and to adopt a budget amendment to appropriate the donation.

**J. Consider authorizing the City Manager to permit the Parks & Recreation Department to apply for a Land and Water Conservation Fund (LWCF) grant from the NC Department of Natural and Cultural Resources in an amount not to exceed \$500,000 for development and renovations at WW Flowe Park.**

Using funds from the US Department of the Interior, the Land and Water Conservation Fund (LWCF) provides up to dollar -for-dollar matching grants through the NC Department of Natural and Cultural Resources to incorporated counties and municipalities for the acquisition, development and renovation of outdoor public recreation projects or a combination thereof on a single site, including renovation of existing LWCF parks.

A local government can request a maximum of \$500,000 with each application. Property acquired or developed with LWCF assistance must be used for public outdoor recreation use in perpetuity. If received, LWCF funding would be used to help reduce local costs of development and renovations to WW Flowe Park, which are now solely to be paid for from the 2022 General Obligation bond park improvement program. The intended scope for improvements as part of the LWCF grant will be determined through the design process, which is now underway. Applications must be submitted no later than November 3, 2026.

**Recommendation:** Motion to authorize the City Manager to authorize the Parks & Recreation Department to apply for a Land and Water Conservation Fund grant funding for development and renovations at WW Flowe Park up to a maximum of \$500,000.

**K. Consider authorizing the City Manager to permit the Parks & Recreation Department to apply for a North Carolina Parks and Recreation Trust Fund (PARTF) grant from the NC Department of Natural and Cultural Resources in an amount not to exceed \$500,000 for construction at WW Flowe Park.**

The Park & Recreation Trust Fund (PARTF) provides dollar- for-dollar matching grants to local governments for the acquisition and/or development of park and recreational projects to serve the general public. North Carolina incorporated municipalities are eligible for PARTF grants. Facilities built or renovated with a PARTF grant must be available for public recreational use for at least 25 years. The City must match any allocated grant dollar-for-dollar at least 50% of the total amount of the grant and may contribute more than 50%.

If received, PARTF funding would be used to help reduce local costs of renovations to WW Flowe Park, which are now solely to be paid for from the 2022 General Obligation bond park improvement program. The intended scope for improvements as part of the PARTF grant will be determined through the design process, which is now underway. Applications must be submitted no later than May 1, 2026.

**Recommendation:** Motion to authorize the City Manager to authorize the Parks & Recreation Department to apply for North Carolina Park and Recreation Trust Fund grant funding for development of facilities at WW Flowe Park up to a maximum of \$500,000.

**L. Consider authorizing the City Manager to permit the Parks & Recreation Department to apply for a grant from the NC Amateur Sports association.**

The North Carolina Amateur Sports (NCAS) is a 501(c)(3) non-profit organization established in 1983. The Youth Sports Grant is available for any local government agency or 501(c)(3) nonprofit organization. Parks and Recreation is requesting approval to apply in the amount not to exceed \$10,000. No City match is required.

The State of North Carolina and North Carolina Amateur Sports have established an annual youth sports grant fund from a percentage of the sports wagering tax revenues. Youth sports grants will be provided annually to local government agencies and 501(c)(3) nonprofits in all 100 North Carolina counties. These grants may be used for youth sports equipment, or facility upgrades and improvements that primarily benefit youth sports.

If awarded, the funds would be utilized to purchase sports equipment for different parks to be used by City residents. The equipment Parks and Recreation intend to purchase would include pickleball training

supplies that would attach to a fence. Other supplies purchased would include softball and baseball hitting stations. These supplies would allow more athletes to practice and warm up prior to games.

**Recommendation:** Motion to authorize the City Manager to permit the Parks & Recreation Department to apply for a grant from the NC Amateur Sports Association through its Youth Sports Grants in an amount not to exceed \$10,000.

**M. Consider accepting an offer of infrastructure at 4510 Fortune Ave, Concord Fleet Services, Cordera Sub; Roadway Acceptance: Annsborough Park Sub (PH 1 MP 3), Christenbury Village (PH 1), Spring Meadow Subdivision (PH 1 MP 1; PH 2A MP 1; PH 2B MP 1; PH 3 MP 1; PH 4 MP 1), Cumberland Sub (PH 1).**

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance:

30 LF of 12 -inch water line, 1467 LF of 8-inch water line, 8 valves (8 -inch), 213 LF of 2 -inch water line, 2 valves (2-inch), 6 Hydrants, 2597 LF of 8-inch sewer main line and 13 Manholes.

Annsborough Park Sub (Ph 1 M 3)-Roadway Acceptance: 871 LF – Annsborough Drive NW; 1441 LF – Nutgrove Drive NW; 346 LF – Cavehill Drive NW; 646 LF – Rafferty Hill Drive NW.

Cumberland Subdivision (PH 1)- Roadway acceptance: 840 LF – Fulworth Drive; 840 LF-Alveston Drive. Christenbury Village (PH 1)- Roadway acceptance: 215 LF - Herrons Nestplace NW.

Spring Meadow Subdivision ( PH 1 MP 1; PH 2A MP 1; PH 2B MP 1; PH 3 MP 1;PH 4 MP 1) - Roadway acceptance: 245 LF - Big Ivy Street SW; 230 LF - Beaver Dam Street SW; 2180 LF - Langhorne Avenue SW; 1105 - Bell Spur Avenue; 830 LF - Nesters Store Place SW; 1100 LF-Maple Shade Rd SW; 505 LF- Light Ridge Court SW ; 280 LF - Turnip Patch Street SW; 675 LF - Dan River Court SW.

**Correction:**

Campbell Farms Subdivision Roadway acceptance (November 13,2025): 500 LF - Bell Lane; 513 LF - Ring Lane corrected to 500LF - Campbell Chase LN SW; 513 LF - Cloverdale Court SW.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following s i t e s : 4510 Fortune Ave, Concord Fleet Services, Cordera Sub; Roadway Acceptance: Annsborough Park Sub (PH 1 MP 3), Christenbury Village (PH 1), Spring Meadow Subdivision (PH 1 MP 1; PH 2A MP 1; PH 2B MP 1; PH 3 MP 1; PH 4 MP 1), Cumberland Sub (PH 1).

**N. Consider approving the 2026 Payment Standards for the Housing Choice Voucher Program to be effective on January 1, 2026.**

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires housing authorities to set Housing Choice Voucher (HCV) payment standards between 90% and 110% of the Fair Market Rents (FMRs) published by the U.S. Department of Housing and Urban Development (HUD). These standards determine the monthly subsidy paid to landlords and include tenant-paid utilities. Additionally, QHWRA mandates that tenants receiving HCV assistance cannot be required to pay more than 40% of their adjusted monthly income toward rent and utilities. The previously approved payment standards in November 2025 had incorrect payment standards in three categories. This request is to make the necessary updates to ensure Concord is in compliance with QHWRA regulations.

**Recommendations:** Motion to approve the 2026 Payment Standards for the Housing Choice Voucher Program to be effective on January 1, 2026.

**O. Transfer the remaining \$140,512 in Affordable Housing funds along with the \$15,320 in actual interest received to the Wilkinson Repositioning Project.**

Funds will assist with architecture and engineering costs related to the Wilkinson Homes Repositioning Project. Staff is requesting to move the previous year's unallocated Affordable Housing funds (\$140,512) along with the interest received for the account (\$15,320) to the Wilkinson Repositioning Project. The total amount to be moved is \$155,832.

**Recommendation:** Motion to approve the transfer of the remaining \$140,512 in Affordable Housing funds along with the \$15,320 in actual interest to the Wilkinson Repositioning Project.

**P. Consider approving a change to the classification/compensation system to include the following classification: Aviation Badging Specialist.**

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

**Recommendation:** Motion to approve the addition of the Aviation Badging Specialist (Grade 55 with a salary range of \$54,738.98 (minimum) - \$72,529.15 (midpoint) - \$90,319.31 (maximum)).

**Q. Consider approval of Utility Write Offs for the 2026 Fiscal Year.**

Annually, staff must review the accounts receivable utility balances and determine if any of the balances are non-collectable. The accounts that are deemed non-collectable should be transferred to losses. Delinquent utility accounts deemed to be noncollectable amount to \$717,768.66. The primary reason for these losses is due to bankruptcies filings and bad debts that result when someone leaves their residence without paying their final bill. Staff continues to work with legal to pursue collections methods available as well as using the Debt Set-off Program offered through the State and an independent collection agency. Account collection continues even after the account is written off.

Final accounts from July 1, 2024 - June 30, 2025. These revenues are less than 1% of the total operating revenues for each utility - Electric \$476,289.43; Water \$116,166.39; Wastewater \$88,949.44; Stormwater \$24,074.53; and Environmental Services \$12,288.47.

**Recommendation:** Motion to approve on the transfer of delinquent utility accounts to collection losses.

**R. Consider accepting the semiannual debt status report as of December 31, 2025.**

The City's debt report as of December 31, 2025 is presented for the City Council's review.

**Recommendation:** Motion to accept the semiannual debt status report as of December 31, 2025.

**S. Consider acceptance of the Tax Office reports for the month of November 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 November 2025.

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

**U. Receive monthly report on status of investments as of November 30, 2025.**

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

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

**VIII. Matters not on the Agenda**

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

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

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

**XI. Adjournment**

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

513 LF - Ring Lane corrected to 500LF - Campbell Chase LN SW; 513 LF - Cloverdale Court SW.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following sites: 4510 Fortune Ave, Concord Fleet Services, Cordera Sub; Roadway Acceptance: Annsborough Park Sub (PH 1 MP 3), Christenbury Village (PH 1), Spring Meadow Subdivision (PH 1 MP 1; PH 2A MP 1; PH 2B MP 1; PH 3 MP 1; PH 4 MP 1), Cumberland Sub (PH 1).

**14. Consider approving the 2026 Payment Standards for the Housing Choice Voucher Program to be effective on January 1, 2026.**

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires housing authorities to set Housing Choice Voucher (HCV) payment standards between 90% and 110% of the Fair Market Rents (FMRs) published by the U.S. Department of Housing and Urban Development (HUD). These standards determine the monthly subsidy paid to landlords and include tenant-paid utilities. Additionally, QHWRA mandates that tenants receiving HCV assistance cannot be required to pay more than 40% of their adjusted monthly income toward rent and utilities. The previously approved payment standards in November 2025 had incorrect payment standards in three categories. This request is to make the necessary updates to ensure Concord is in compliance with QHWRA regulations.

**Recommendations:** Motion to approve the 2026 Payment Standards for the Housing Choice Voucher Program to be effective on January 1, 2026.

**15. Transfer the remaining \$140,512 in Affordable Housing funds along with the \$15,320 in actual interest received to the Wilkinson Repositioning Project.**

Funds will assist with architecture and engineering costs related to the Wilkinson Homes Repositioning Project. Staff is requesting to move the previous year's unallocated Affordable Housing funds (\$140,512) along with the interest received for the account (\$15,320) to the Wilkinson Repositioning Project. The total amount to be moved is \$155,832.

**Recommendation:** Motion to approve the transfer of the remaining \$140,512 in Affordable Housing funds along with the \$15,320 in actual interest to the Wilkinson Repositioning Project.

**16. Consider approving a change to the classification/compensation system to include the following classification: Aviation Badging Specialist.**

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



**Recommendation:** Motion to approve the addition of the Aviation Badging Specialist (Grade 55) with a salary range of \$54,738.98 (minimum) - \$72,529.15 (midpoint) - \$90,319.31 (maximum).

**17. Consider approval of Utility Write Offs for the 2026 Fiscal Year.**

Annually, staff must review the accounts receivable utility balances and determine if any of the balances are noncollectable. The accounts that are deemed noncollectable should be transferred to collections losses. Delinquent utility accounts deemed to be noncollectable amount to \$717,768.66. The primary reason for these losses is due to bankruptcies filings and bad debts that result when someone leaves their residence without paying their final bill. Staff continues to work with legal to pursue collections methods available as well as using the Debt Set-off Program offered through the State and an independent collection agency. Account collection continues even after the account is written off.

Final accounts from July 1, 2024 - June 30, 2025. These revenues are less than 1% of the total operating revenues for each utility - Electric \$476,289.43; Water \$116,166.39; Wastewater \$88,949.44; Stormwater \$24,074.53; and Environmental Services \$12,288.47.

**Recommendation:** Motion to approve on the transfer of delinquent utility accounts to collection losses.

**18. Consider accepting the semi annual debt status report as of December 31, 2025.**

The City's debt report as of December 31, 2025 is presented for the City Council's review.

**Recommendation:** Motion to accept the semi annual debt status report as of December 31, 2025.

**19. Consider acceptance of the Tax Office reports for the month of November 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 November 2025.

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

**21. Receive monthly report on status of investments as of November 30, 2025.**

A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report

on the status of  
investments each month.

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

**VIII. Matters not on the Agenda**

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

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

**XI. Adjournment**

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

**A RESOLUTION ORDERING THE CLOSING OF TWO UNOPENED AREAS AT THE  
INTERSECTION OF HERMITAGE DR. SE AND WINFIELD BLVD. SE.**

WHEREAS, on the 11<sup>th</sup> day of December 2025, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing of two unopened areas at the intersection of Hermitage Dr. SE and Winfield Blvd. SE in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on January 8, 2026.

WHEREAS, the City Council on the 11<sup>th</sup> day of December 2025, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

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

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

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 8<sup>th</sup> day of January 2026; and

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

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

**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°01'11"E26.77' 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"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.

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

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

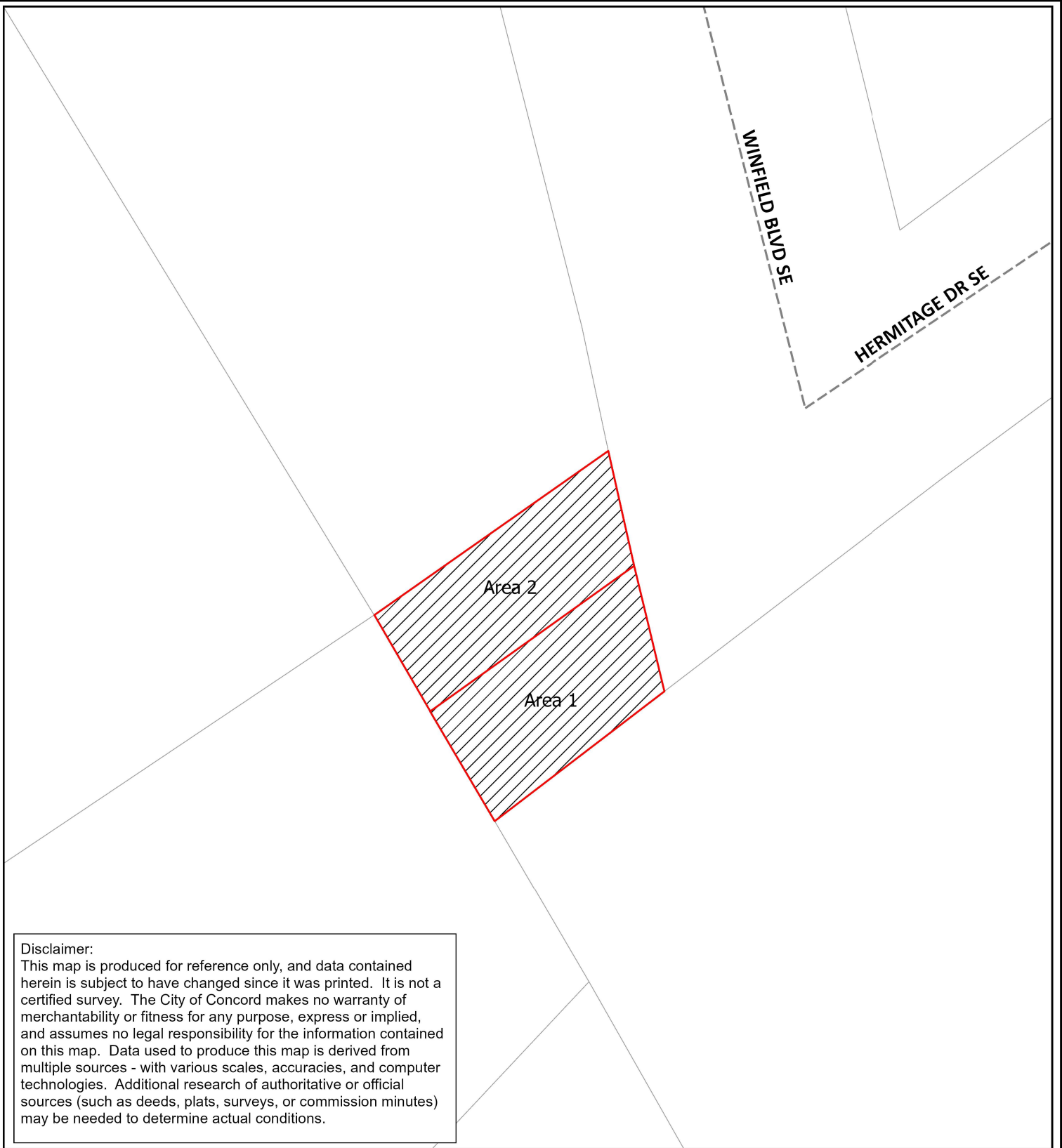
This the 8<sup>th</sup> day of January 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M. Morris, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Jenkins, Interim City Clerk



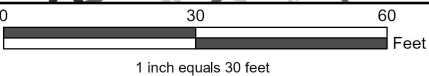
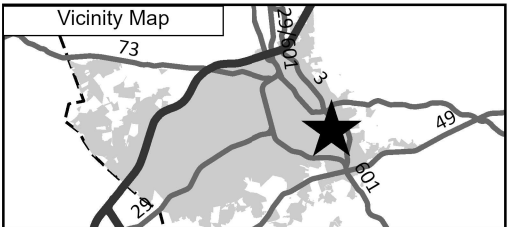
**Disclaimer:**  
 This map is produced for reference only, and data contained herein is subject to have changed since it was printed. It is not a certified survey. The City of Concord makes no warranty of merchantability or fitness for any purpose, express or implied, and assumes no legal responsibility 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

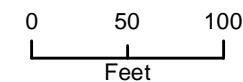
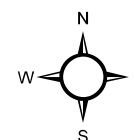
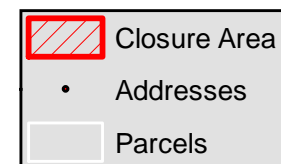


Coordinate System: NAD 1983 State Plane NC FIPS 3200  
 Map prepared by City of Concord  
 Planning & Neighborhood Development Department  
 Printed: November 7, 2025



**Right-of-Way  
Proposed Closure**

**Hermitage Dr SE**





AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE +/- 13.40 ACRES OF PROPERTY  
LOCATED AT 7201 TRAIL RD., 7205 TRAIL RD., & 508 CESSNA RD.  
CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-31 by the City of Concord, on January 8<sup>th</sup>, 2026, to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on January 8, 2026, after due notice by The Independent Tribune on December 27<sup>th</sup>, 2026; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Concord, as of the 8<sup>th</sup> day of January 2026:

***Parcel 1:***

*BEGINNING AT AN IRON PIPE, SAID IRON PIPE BEING THE MOST SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN; THENCE ALONG THE EASTERN LINE OF (NOW OR FORMERLY) CYNTHIA WHEELER (DB 3960 PG 158) N 30°05'56" E 689.03' TO AN EXISTING IRON PIPE BEING THE MOST NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN; THENCE LEAVING THE LINE OF THE AFOREMENTIONED AND RUNNING WITH A COMMON LINE OF (NOW OR FORMERLY) GERALD AND KIMBERLY HINSON (DB 4074 PG 259) S 86°46'00"E 149.94' TO AN EXISTING REBAR BEING THE NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN; THENCE LEAVING THE LINE OF THE AFOREMENTIONED AND RUNNING WITH (NOW OR FORMERLY) VULCAN LANDS, INC. (DB 12617 PG 232) THE FOLLOWING TWO CALLS:*

- 1. S 21°20'14" W 763.98' TO AN EXISTING REBAR*
- 2. N 60° 17'41" W 250.14' TO AN IRON PIPE,*  
*THE POINT AND PLACE OF BEGINNING.*

***Parcel 2:***

*BEGINNING AT AN EXISTING 1" IRON PIPE BEING THE MOST NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN AND ALSO BEING IN THE LINE OF (NOW OR FORMERLY) GERALD AND KIMBERLY HINSON, DB 4074 PG 259; AND ALSO BEING THE MOST NORTHWESTERN CORNER OF (NOW OR FORMERLY) CALMAT CO., DB 15129 PG 250 AND RUNNING WITH THE WESTERN LINE OF THE AFOREMENTIONED CALMAT TRACT S-31-00-42-W 689.06' TO AN EXISTING 1" IRON PIPE; THENCE LEAVING THE LINE OF THE AFOREMENTIONED N-59-17-48-W 399.52' TO AN EXISTING 1/2" IRON PIPE BEING THE MOST SOUTHEASTERN CORNER OF (NOW OR FORMERLY) JEREMIAH HINSON, DB 4545 PG 108; THENCE WITH THE EASTERN LINE OF THE AFOREMENTIONED N-30-37-33-E 487.21' TO AN EXISTING 1" IRON PIPE BEING IN THE LINE OF (NOW OR FORMERLY) GERALD AND KIMBERLY HINSON, DB 4074 PG 259; THENCE WITH THE SOUTHERN LINE OF THE AFOREMENTIONED S-85-51-02 E 451.51' TO THE POINT AND PLACE OF BEGINNING.*

***Parcel 3:***

*BEGINNING AT AN EXISTING AXLE BEING THE MOST NORTHEASTERN CORNER OF THE AREA DESCRIBED HEREIN; THENCE S 00°22'57"E 158.54' TO AN EXISTING REBAR; THENCE S 01°34'48" E 278.09' TO A NEW REBAR BEING THE MOST SOUTHEASTERN CORNER OF THE AREA DESCRIBED HEREIN;*

*THENCE N 85°53'00" W 780.03' TO AN EXISTING IRON PIPE; THENCE N 55°56'08" E 648.41' TO A POINT IN A CREEK; THENCE N 85°43'48" E 232.78' TO THE POINT AND PLACE OF BEGINNING.*

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

Adopted this 8<sup>th</sup> day of January 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M. Morris, Mayor

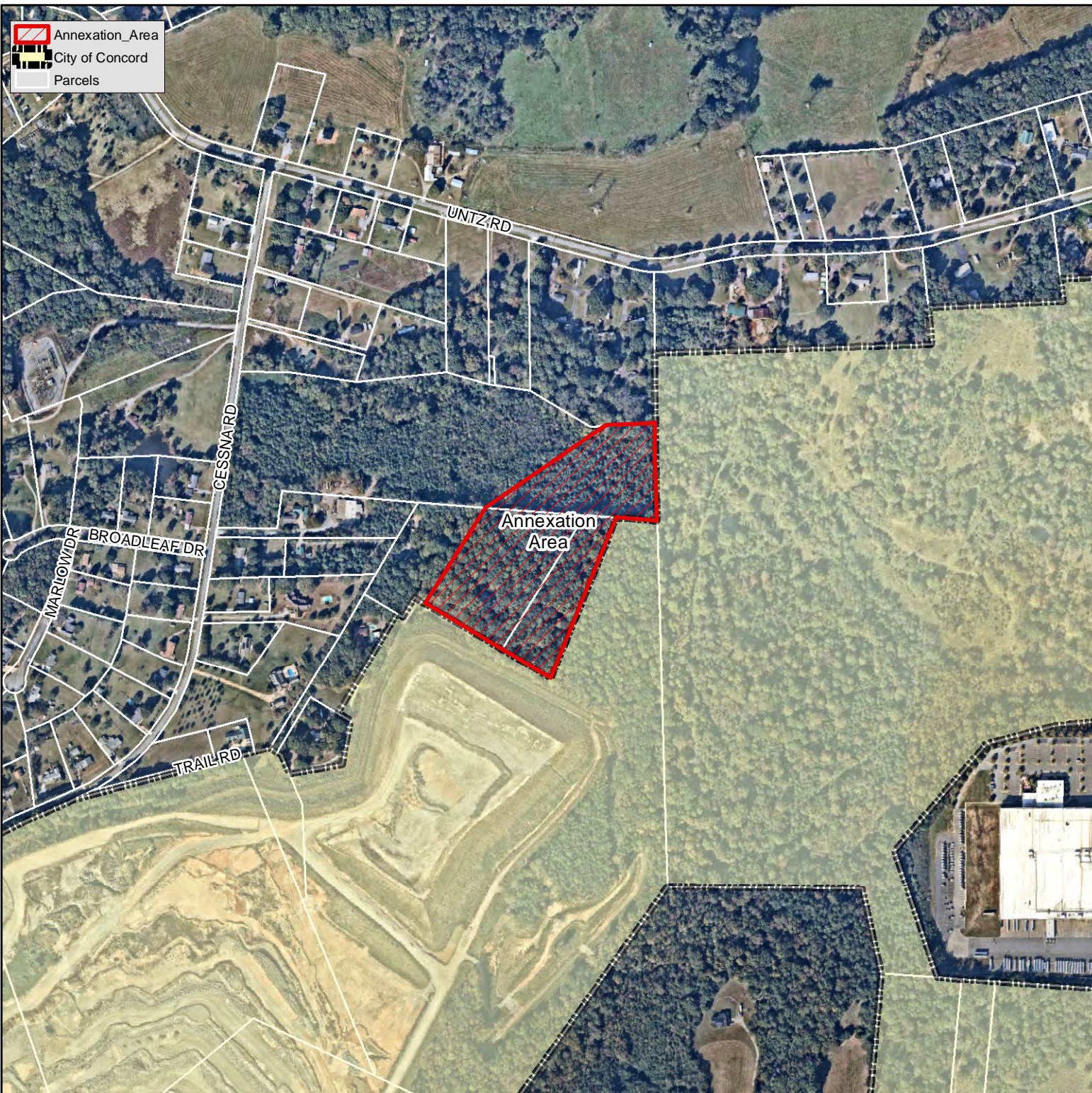
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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

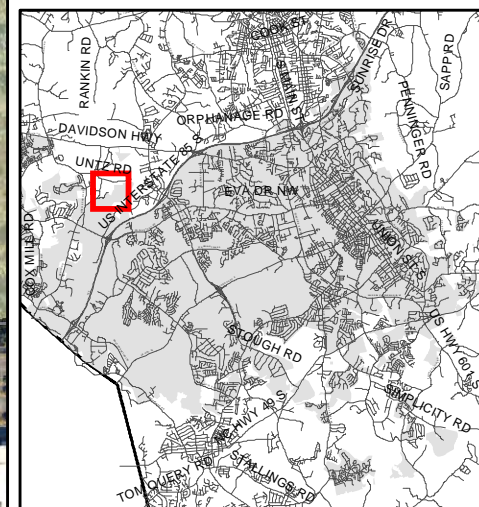




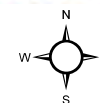
# **ANX-05-25 LAND USE PLAN**

**Vulcan Materials Company**

PINs: 4691-41-2998, 4691-42-0039 &  
4691-32-7633 (part of)



*Concord*  
NORTH CAROLINA



0 250 500  
Feet



**Meeting Date**

January 8, 2026

**Annexation Staff Report**

This request is a voluntary annexation petition of three (3) parcels totaling +/- 13.40 acres of property at 7201 Trail Rd., 7205 Trail Rd., and a portion of 508 Cessna Rd. The properties are currently zoned Cabarrus County CR (Countryside Residential). The properties are owned by Calmat Co., Vulcan Lands, Inc. and Gerald & Kimberly Hinson. A map has been provided depicting the location of the property.

The first parcel (7201 Trail Rd.) was acquired by Calmat Co. by deed recorded in Cabarrus County Register of Deeds Book 15129 Page 0250 as recorded on April 28, 2021. The second parcel (7205 Trail Rd.) was acquired by Vulcan Lands, Inc., by deed recorded in Cabarrus County Register of Deeds Book 16115 Page 0264 as recorded on July 15, 2022. The third parcel (508 Cessna Rd.) was acquired by Gerald and Kimberly Hinson by deed recorded in Cabarrus County Register of Deeds Book 4074 Page 0259 as recorded on October 15, 2002.

The proposed annexation would be for the extension of the existing quarry's overburden storage area. If the annexation is approved, the request for zoning to City of Concord I-2 (General Industrial) and associated Land Use Plan amendment will be presented to the Planning and Zoning Commission at the February 17, 2026. As the proposed zoning is not a corresponding zoning district to the current Land Use Category of Suburban Neighborhood, this case would return at a later date to Council for an amendment to the Land Use Plan and would also return to the Planning and Zoning Commission for their Special Use Permit (SUP).

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

Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated December 22, 2025, and was advertised in the Independent Tribune on December 27, 2025.

**DATE:** December 16, 2025

**CASE:** TA-03-25 Text Amendment (Articles 3, 5, & 14 – Minor Plats, Administrative Amendments, and Other)

**PREPARED BY:** Monterai Adams, MPA, MILE, CZO- Development Review Manager

**BACKGROUND**

Staff are providing the Commission with proposed text amendments to Article 3 (Zoning Amendments and Hearing Procedures), Article 5 (Subdivision Plats, Site Plans, and Construction Documents), and Article 14 (Definitions) of the Concord Development Ordinance (CDO). This amendment to Article 3 will simplify administrative approvals in reference to conditional rezoning plans. Amendments to Article 5 include updates to maintain compliance with NCGS 160D-802, cross reference the updated language of Article 3, including a new requirement associated with minor plats, and changes requested by the engineering department. This amendment to Article 14 is to cross reference the updated language provided in Article 5 regarding exemption plats to maintain compliance with NCGS 160D-802.

**ARTICLES TO BE AMENDED**

1. **Article 3 – Changes to an Approved Rezoning:** Staff is proposing clarifications to Section 3.2.9.H for ease of administration and determination of applicants.
2. **Article 5 – Minor Plats, Construction requirements, and CDO alignment:** Changes to this article include adding language to align the changes in Articles 3 and 5, adding language to provide guidance for construction document requirements for minor plats, and language updating construction requirements. The City of Concord Engineering department provided their proposed changes to Article 5 and are in alignment with our Transportation department's needs.
3. **Article 14 – Definitions:** The definition for “subdivision” has been revised to include the 5<sup>th</sup> exemption from the subdivision requirement in keeping compliance with NCGS 160D-802. This would exempt the division of a tract into parcels in accordance with the terms of a probated will.

In summary, these revisions seek to make the Concord Development Ordinance more efficient to use and ensure compliance with NCGS 160D-802 as well as any other state and federal requirements.

The amendments are in approval form and may be forwarded to City Council for public hearing and consideration at the December meeting.

### 3.2.9 REZONING TO A CONDITIONAL ZONING DISTRICT

The provisions of this section shall apply to any application for a map amendment to “parallel” conditional district and to other conditional zoning districts as specified in Article 9 of this Ordinance unless those districts contain discretionary standards that may require a quasi-judicial procedure. The conditional zoning process allows particular uses to be established on case-by-case basis on a specific property. Some land uses are of a nature or scale that they have significant impacts on the surrounding property and potentially on the entire community, and these uses cannot be addressed by general district zoning standards. There are also circumstances in which a conventional zoning district designation allowing such a use by right may not be appropriate, even though the use itself, if properly planned, could be appropriate with the property and consistent with the objectives of these regulations and the adopted land use plans and small area plans, if applicable. The review process established herein provides for the accommodation of such uses by a reclassification of property into a “parallel conditional district.”

There are hereby established, in accordance with Section 7.2.3, Parallel Conditional Zoning Districts as follows: Agricultural Conditional District (AG-CD), Rural Estate Conditional District (RE-CD), Residential Low Density Conditional District (RL-CD), Residential Medium Density Conditional District (RM-1-CD or RM-2-CD), Residential Village Conditional District (RV-CD), Residential Compact Conditional District (RC-CD), Office & Institutional Conditional District (O&I-CD), Neighborhood Commercial Conditional District (B-1-CD), City Center Conditional District (CC-CD), Light Commercial Conditional District (C-1-CD), General Commercial Conditional District (C-2-CD), Light Industrial Conditional District (I-1-CD), and General Industrial Conditional District (I-2-CD).

Furthermore, the following zoning districts included in Article 9 are also established as Conditional Zoning Districts: Planned Unit Development (PUD), Planned Residential Development (PRD), Mixed Use (MX), Traditional Neighborhood Development (TND), Public Interest District (PID) and Low Impact Development (LID).

A. Any use permitted under the conditional zoning process must conform to the corresponding conventional zoning district, or if applicable, to the requirements of Article 9. No use may be permitted that is not permitted within the conventional zoning district, or within the individual requirements specific to the above-referenced zoning districts contained in Article 9.

B. Amendments to conditional zoning districts may be initiated only by petition, and the petition shall be signed by the owners of all of the property within the proposed district.

C. A petition for conditional zoning must include a site plan, drawn to scale, with supporting information and text that specifies the actual use or uses

intended for the property and any proposed conditions that will govern development and use of the property. The following information shall be provided, if applicable:

1. A boundary survey and vicinity map showing the property's total acreage, zoning classification(s), location in relationship to major streets, railroads, the date, and a north arrow;
2. All existing easements, reservations and rights-of-way;
3. Areas in which structures are proposed;
4. Proposed use of all land and structures including the number of residential units and square footage of nonresidential development;
5. Proposed and required screening and landscaping as specified in Article 11;
6. Existing and proposed points of access to public streets and to adjacent property;
7. Location of 100 year floodplains and location of proposed stream buffers as specified in Article 4;
8. General parking and circulation plans;
9. Additional data and information as specified in Article 9, if applicable.

D. In the course of evaluating the application, the Administrator, Planning and Zoning Commission or City Council may request additional information from the petitioner. This information may include the following;

1. The exterior features of the proposed development including height and exterior finish;
2. Existing and general topography of the site;
3. Existing vegetation and tree cover; and
4. Location and number of proposed signs.

The site plan and all supporting materials and text shall constitute part of the petition for all purposes under this Chapter.

E. Hearings for conditional zoning districts shall be legislative in nature. Sworn testimony and findings of fact for approval or denial are not required. The Commission or Council may suggest reasonable additional conditions or augment those proposed with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate. Such conditions to approval of the petition may include dedication to the City or State as appropriate, any right-of-way for streets or other public utilities necessary to serve the proposed development. Other dedications and performance guarantees can be suggested and agreed upon as deemed appropriate by the Commission or Council. All conditions and development approvals should be in writing either in print or in an electronic format that is protected from further editing.

F. If a petition for conditional district zoning is approved, the conditions of approval shall become binding upon the property. Only those uses and structures indicated in the approved petition and site plan may be developed on the site. Furthermore, approval of the zoning amendment shall not authorize development activity on the site and proposed development will be subject to other provisions of this Ordinance and to applicable State and Federal regulations.

G. Approval of a petition for conditional district zoning shall constitute approval of the site plan submitted as part of the petition, in accordance with Section 5.4 of this Ordinance. Amendments to a site plan approved as part of a conditional district zoning plan shall be processed as a new conditional district zoning petition, according to the provisions of this Chapter, except that certain minor administrative amendments may be permissible as detailed in Section 3.2.6. H below.

H. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:

1. Increasing the number of buildings;
2. Increasing the number of dwelling units or the approved density of the project;
3. Addition of access points to a public street;
4. Reducing number of parking spaces, landscaping, buffers or setbacks below minimum standards or Board/Commission Approval, whichever is more restrictive;
5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
6. Reducing open space to less than was approved; and
7. Increasing the mass or height of buildings; and
8. Changing the permitted uses

The administrator shall respond, in writing, to the petitioner, either approving or denying the administrative amendment. The letter to the petitioner shall explain the reasons behind the approval or denial. In the event of denial, the petitioner may appeal the decision to the Zoning Board of Adjustment in accordance with Section 6.3 or may file a new conditional district zoning petition in accordance with this Article.

## ARTICLE 5. SUBDIVISION PLATS, SITE PLANS AND CONSTRUCTION PLANS

**Summary:** Many new developments require the creation of new lots or subdivisions. Others require detailed plans showing most of the features of the new development, such as buildings, parking lots, landscaping, stormwater ponds, and other features. These are called “site plans.” Subdivisions and site plans are the two most common and complex types of plans for new development. As such, they deserve their own article. All site plans and subdivisions must be designed with the environmental requirements of Article 4 in mind. Before designing a subdivision or site plan, please consult Article 4. Subdivisions are approved in a two-step process. First, preliminary plats are approved (Section 5.2). Preliminary plats must conform to the standards for the creation of new lots found in Section 5.5 and Articles 7 and 9. -After approval of a subdivision or site plan-controlled development, technical plans for the installation of roads, sanitary sewers, water lines, ~~and~~ stormwater control device, and landscaping and bufferings must also be approved. These requirements are found in Section 5.6, (Construction Plans). After the installation of the improvements shown in the construction plans, comes the final approval of the subdivision in Section 5.3, (Final Plats). Site plans (Section 5.4, Site Plan-Controlled Development) are required for developments that require hearing by the Planning and Zoning Commission for conditional district zonings or special use permits. If new lots are created, a subdivision and site plan will be required for the same development. Typically, lots are subdivided before commercial construction drawings are generated. The details on the inspection of new utility infrastructure and acceptance of utilities by the City Council are found at Section 5.7 (Construction). References made in this Article to the Manual are to the “City of Concord Technical Standards Manual” or “TSM”.

### TABLE OF CONTENTS

SECTION	PAGE
5.1. PURPOSE .....	2
5.2. PRELIMINARY PLATS .....	5
5.3. FINAL PLATS .....	9
5.4. SITE DEVELOPMENT .....	<a href="#">1748</a>
5.5. LOT STANDARDS .....	23
5.6. CONSTRUCTION PLANS .....	26
5.7. CONSTRUCTION .....	30

## 5.1. PURPOSE

Changes to the population of an area and use of land affect the demand for infrastructure and services. The purpose of this Article is to promote the safe, functional, and aesthetically pleasing development of property. (See also Article 1 for a further statement of the purpose and intent of this Ordinance.) This Article contains the requirements for subdivision plats (at § 5.2 and 5.3) and site plans (at § 5.4). After obtaining approval of a subdivision plat or site plan, the next step is to obtain approval of construction plans and receive appropriate utility permits (See § 5.6 and Code of Ordinances Chapter 62). Finally, this Article concludes with the general rules and policies governing construction and the acceptance of infrastructure improvements for permanent maintenance by the City in § 5.7. In addition, please see the City of Concord Technical Standards Manual (the Manual) for further requirements about required construction practices and standards. The procedures for obtaining all other development-related permits are found at Article 6. (Permits and Approval Processes).

### 5.1.1. SUBDIVISION DEVELOPMENT.

- A. **Purpose.** In accordance with NCGS § 160D-801 et seq., the purposes of this Section are to:
1. Ensure necessary infrastructure is adequate to serve areas with new development,
  2. Ensure municipal services are available to new development,
  3. Ensure recreational opportunities are available to new development,
  4. Ensure natural resources are protected,
  5. Ensure necessary easements are created and provisions are made to allow for the proper maintenance of infrastructure, and
  6. Ensure that offers of dedication of infrastructure are properly made and accepted.
- B. **Introduction.** Subdivisions are divided into two types, minor and major. Each major subdivision is approved in 4 phases: the preliminary plat, the construction drawings, the final plat, which includes offerings of dedications of easement and rights of way, and last acceptance of any offers to dedicate infrastructure for maintenance such as sanitary sewers pipes, sidewalks, water lines, storm sewers, street trees, landscaping and and others. Minor subdivisions may not require preliminary plats, at the Administrator's discretion. The City Engineer or his designees approve construction drawings on the recommendation of the Development Review Committee. Final plats are approved by the staff Administrator on the recommendation of the Development Review Committee (DRC). See Table 5.1 below.



**Table 5.1: Types of Subdivisions and their Approving Body.**

Type of Subdivision(s)	Type of Required Plats	Approved by:
Minor Subdivision	Final Plat	Administrator with Development Review Committee.
Major Subdivision	(1) Preliminary Plat	Administrator with Development Review Committee.
	(2) Final Plat	Administrator with Development Review Committee.
Construction Drawings		Director of Engineering with Development Review Committee
Offers of Dedication and Infrastructure Acceptance		City Council

- 1. Minor Subdivisions Defined:** Subdivisions of ten or fewer lots, having no public utility extensions, creating no new public streets and where no lot is taking access from a major or minor thoroughfare. A site plan or construction documents shall be required prior to the recording of a minor plat, if any public improvements are required:
  - a. Curb, gutter, and/or sidewalk
  - b. Public Stormwater improvements
  - c. Developer installed utilities
  - d. The Administrator (or designee) may, if necessary, consult with the Development Review Committee (DRC) and may require a site plan or construction documents based upon their findings.

- 2. Major Subdivision Defined:** All subdivisions other than minor subdivisions.

- C.** Plats shall be prepared by registered North Carolina professional engineers, professional land surveyors or other professions approved by the State of North Carolina.

#### 5.1.2. APPLICABILITY

No person shall subdivide land and/or file or record a subdivision plat required by this Ordinance with the Register of Deeds and/or sell or transfer a single lot or a single lot in a subdivision plat required by this Ordinance without making and recording a plat and complying fully with the provisions of this ordinance and all other state and local laws and regulations. No person shall create a subdivision within the jurisdiction of the City of Concord without preparing a plat verifying that all applicable standards are met.

Final and preliminary plats shall be prepared for all major subdivisions and combinations of land, including all divisions of a tract or parcel of land into one or more tracts or parcels created for the purpose of sale or building development (whether immediate or future) and all divisions of land involving the creation of a new street or a change to an existing street except the following:

- A. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots meet or exceed the lot standards in §5.5;
- B. The division of land into parcels greater than ten (10) acres where no right-of-way dedication is required;
- C. The ~~public purchase or~~ acquisition by purchase of strips of land ~~by a public entity~~ for the widening or opening of streets or for public transportation system corridors, ~~or for providing utilities; and~~
- D. The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots meet or exceed the lot standards in Article 7 and all of the other standards of this ordinance; ~~and-~~
- E. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

[See also the definition of subdivision in Article 14.]

## 5.2. PRELIMINARY PLAT

### 5.2.1 SIZE AND SCALE.

No specific size requirements apply to preliminary plats. Preliminary plats shall be prepared at a standard scale for which one (1) inch equals a distance of one hundred (100) feet or less, such as twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet.

### 5.2.2. CONTENTS.

The preliminary plat shall depict or contain the information set forth below.

#### A. General Information.

1. Plat title,
2. Revision number,
3. Legend,
4. Vicinity map depicting the location of the subdivision relative to the municipal limits and the surrounding area,
5. Existing topography with a minimum four-foot contour interval,
6. Boundaries of wetlands, floodways, and one-hundred-year floodplains,
7. Memo describing stream channels as delineated on-site with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle,
8. Existing structures,
9. Existing and proposed built-upon or impervious surface area, given in square feet,
10. Existing and proposed waterbodies, railroads, bridges, culverts, and storm drains on the tract and on adjoining property within 100 feet, and
11. Anticipated date of final platting.
12. Watershed protection overlay districts,
13. Critical areas of watersheds,
14. Class 1 streams,
15. Class 2 streams,
16. Lakes and impoundments,
17. Jurisdictional wetlands,
18. Undisturbed buffer easements,
19. Vegetated setbacks,
20. Construction limits,
21. Stormwater facility easements,
22. Floodplain protection overlay districts,
23. Floodways,
24. Base flood elevation,
25. All Existing and proposed utilities.

**B. Parcel Data.**

1. Existing tract boundaries shown by a heavy line along with all bearings and distances,
2. Total number of lots existing before the proposed subdivision,
3. Legal or deed description of the property,
4. Proposed lot lines with scaled dimensions and lot numbers,
5. Lines showing the different phases of the subdivision, if applicable,
6. Names and property identification numbers of adjoining property owners and subdivisions, both of record and proposed (if known), and
7. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership.

**C. Right-of-Way and Easement Information.**

1. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, proposed functional classifications for streets, sight triangle easements and typical cross-sections,
2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
4. Proposed private sewer easements and facilities,
5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
7. Proposed open spaces, including labels for [easementseasement](#) types and widths, and details.
8. [Proposed private wall easements.](#)

**D. Site Calculations.**

1. Total acreage of tract,
2. Total number of lots in the subdivision,
3. Net acreage included in lots,
4. Number of lots in each phase,
5. Total acreage of open space, including subtotals for acreage of passive and active open spaces,
6. Total acreage in street rights-of-way, and

7. Total linear footage of each individual street center-line, measured from the center of an intersection through the center of the street to the next intersection.

**E. Zoning-Related Data.**

1. Zoning classification and district lines on the tract and adjoining properties,
2. Building setbacks in table format.

### **5.2.3. OTHER REQUIRED FORMS AND PLANS.**

Depending on the type of development, and the timing of development, other plans may be required.

- A. Completed Street Name and Review Confirmation Sheet,
- B. Completed Stormwater Management Plan as required in Articles 4 and 6.1.
- C. Completed Open Space Provision and Maintenance Plan as required in Article 10 and the location and size of parks, school sites, open space areas, etc. and their ownership, legal instruments showing dedication of open space to a public entity (if necessary), a copy of restrictive covenants regarding open space. Architectural Elevations, in color.
- D. Tree save calculations within open space (if applicable) as required in Section 11.9.

### **5.2.4. CONSIDERATIONS FOR APPROVAL.**

Staff recommendations and/or decisions regarding approval of a preliminary plat shall be based on the following:

[ApprovalsApproval](#) of preliminary plats are administrative in nature and decisions regarding approval of a preliminary plat shall be based on the following:

- A. Whether all applicable information has been submitted confirming that the application adheres to all requirements of this Ordinance; and
- B. Whether the preliminary plat has been prepared in accordance with the standards of this Ordinance; and
- C. The City's ability to provide the proposed development with capacities for utilities, such as wastewater treatment or potable water and other municipal services. Developers are required to install all required utility infrastructure within subdivisions; and
- D. Compliance with street connectivity requirements of Section -10.2.6.

### **5.2.5. APPROVAL PROCESS.**

- A. Subdividers shall submit the following to the Planning Department:
  1. A completed preliminary plat application,

2. A digital copy of the preliminary subdivision plat in pdf form, uploaded to the Plan Review Online Submittal and Access System as detailed on the Planning and Neighborhood Development Department's webpage. Preliminary subdivision plats shall be formatted ~~to meet~~to meet the size, scale, and content requirements of this subsection,
  3. Other required forms and plans listed in subsection (3) above must be submitted as a part of this approval process, and
  4. A review fee as specified in the most recent annual Budget Ordinance fee schedule.
- B. The Development Review Committee shall examine the preliminary plat and make a recommendation to the Administrator.
- C. Incomplete plats and/or plat applications shall be returned to the applicant and will not be reviewed by City staff until revised and resubmitted.
- D. The applicant shall revise the proposed plat if ~~necessary~~necessary, in accordance with City staff review comments and upload the revised plat along with any another fees or materials that may be required.
- E. Preliminary subdivision plats that are in accordance with all applicable standards of this Ordinance and the Manual shall be approved by the Administrator upon concurrence of the DRC.
- F. Once the Administrator has ~~taken action~~acted on a preliminary plat, it shall be made a matter of record as follows:
1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with the Planning and Neighborhood Development Department.
  2. Approved plats shall be indexed and filed by Planning.
  3. ~~In the event that~~If the preliminary plat is denied, the petitioner may, in accordance with 160D-1403, appeal by filing an action in superior court seeking appropriate declaratory or equitable relief within thirty (30) days from receipt of a written notice as provided by 160D-403(b).
- G. The preliminary plat shall be valid for three years from the date of approval. A preliminary plat shall become void if work on furtherance of plat has not commenced within the three-year period and a new application will be required to develop the site. Furtherance of the plat shall be defined as grading or approval of construction plans or erosion and sedimentation control plans. If furtherance of the plat has occurred, the plat will remain valid and in force and may be completed in accordance with the approved plan.

- H. The Administrator may approve an extension of one (1) year for the preliminary plat upon presentation of evidence that the developer is actively working toward furtherance of the plat (such as being involved in the development of or review of construction plan documents). The developer shall request the extension in writing and shall include evidence as required by the Administrator. The Administrator may consult with the Director of Engineering or other members of the DRC as necessary, and shall respond in writing, citing reasons for approval or denial of the extension.

#### **5.2.6. ALLOWABLE ACTIVITIES WITH A VALID, APPROVED PRELIMINARY SUBDIVISION PLAT.**

- A. Applicants may submit construction plans to the Planning and Neighborhood Development Department.
- B. Applicants may enter into contract(s) to sell some or all of the land subject to the preliminary plat provided that all of the requirements of N.C. Gen. Stat. §160D-807 are met.

#### **5.2.7. REVISIONS OF THE PRELIMINARY PLAT AFTER PLANNING & ZONING COMMISSION APPROVAL.**

If the preliminary plat is modified after approval, the applicant shall repeat the process in Subsection 5.2. After consultation with the City's Engineer(s) the Administrator shall be authorized to approve amendments.

- A. Changes to infrastructure and utility design may be approved through the construction plan approval process in 5.6.

## 5.3. FINAL PLATS

### 5.3.1. SIZE AND SCALE.

Final plats must meet the size requirements of NCGS § 47-30 and the Cabarrus County Register of Deeds: 18"x24" or may be filed electronically at such time as authorized by Cabarrus County and the City of Concord. Final plats shall be prepared at a standard scale for which one (1) inch equals a distance of one hundred (100) feet or less, such as twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet.

### 5.3.2. CONTENTS.

All final plats are subject to mapping requirement of NCGS § 47-30. All the contents required for final plats shall show sufficient data to readily determine and accurately reproduce (on the ground) the location, bearing, and length of every boundary, line, right-of-way, and easement (including the radius and other data for curved lines), to an appropriate accuracy, and in conformance with good surveying practice.

#### A. General Information.

1. Plat title,
2. Revision number,
3. Legend,
4. Vicinity map depicting the location of the subdivision relative to the municipal limits and the surrounding area,
5. Surveyed boundaries of wetlands, floodways, and one-hundred-year floodplains, and
6. Existing and proposed waterbodies, railroads, bridges, culverts, and storm drains on the tract and on adjoining property within 100 feet.

#### B. Parcel Data.

1. Existing tract boundaries shown by a heavy line along with all bearings and distances,
2. Legal or deed description of the property may be submitted in a separate document),
3. Proposed lot lines with scaled dimensions, bearings, and lot numbers,
4. Lines showing the different phases of the subdivision, if applicable,
5. Names and property identification numbers of adjoining property owners and subdivisions, both of record and proposed (if known),
6. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership.



**C. Right-of-Way and Easement Information.**

1. Proposed and existing streets, sidewalks, and pedestrian rights-of-way<sup>s</sup> and easements, including street names and right-of-way widths on subject and adjacent properties,
2. Site triangle easements meeting the standards shown in the *Manual*,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
4. Proposed private sewer easements and facilities,
5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
7. Proposed open spaces, including labels for easement types and widths.
8. Proposed Private Wall Easements.

**D. Site Calculations.**

1. Total acreage of tract,
2. Total number of lots existing before the subdivision,
3. Total number of lots in the subdivision,
4. Net acreage included in lots,
5. Number of lots in each phase,
6. Total acreage of open space, including subtotals for acreage of passive and active open spaces,
7. Impervious surface area, given in square feet,
8. Proposed utility dedications in linear feet,
9. Total acreage in street rights-of-way, and
10. Total linear footage of each individual street ~~center-line~~centerline, measured from the center of an intersection through the center of the street to the next intersection.

**E. Zoning-Related Data.**

1. Zoning classification and district lines on the tract and adjoining properties,
2. Building setbacks in table format.

**F. Certificates required on All Final Plats.** The following certificates shall be provided and signed as indicated by the signature title.

1. **Certificate of Ownership and Offer of Dedication.**

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

BY: \_\_\_\_\_  
Owner Date

2. **Certificate of Survey and Accuracy.**

I, \_\_\_\_\_, certify that this map was (drawn by me) (drawn under my supervision) from (an actual survey made by me) (an actual survey made under my supervision) (deed description recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, etc.) (other); that the error of closure as calculated by latitudes and departures is 1: \_\_\_\_\_; that the boundaries not surveyed are shown as broken lines plotted from information found in Book \_\_\_\_\_, Page \_\_\_\_\_, that this map was prepared in accordance with General Statute § 47-30 as amended.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Surveyor License or Registration Number

**3. Certificate of Final Plat Approval.**

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the \_\_\_\_\_ Subdivision was approved by the Administrator with the concurrence of the Development Review Committee at their meeting on \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Date \_\_\_\_\_ Planning and Neighborhood Services Director or Designee

**4. Certificate of Acceptance of Offer of Dedication.**

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on \_\_\_\_\_, 2\_\_\_\_.

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

**5. Plat Review Officer Certificate (as required by NCGS § 47-30.2).**

State of North Carolina  
County of Cabarrus

I, \_\_\_\_\_, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

\_\_\_\_\_  
Review Officer \_\_\_\_\_ Date

**G. Additional Certificates Required on Final Plats for Major Subdivisions.**  
The following certificates shall be provided and signed as indicated by the signature title.

**1. CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD

\_\_\_\_\_  
NAME OF SUBDIVISION

\_\_\_\_\_  
NAME OF STREETS IN SUBDIVISION

\_\_\_\_\_  
SUBDIVIDER

I hereby, to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signed:

\_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER

\_\_\_\_\_  
REGISTRATION NO.                      DATE

NORTH CAROLINA  
CABARRUS COUNTY

**2. Certificate of Streets, Water, and Sewer System Approval and Other Improvements.**

I hereby certify that all publicly maintained streets, storm drainage systems, water and sewer systems and other publicly maintained improvements and any privately maintained water quality “Stormwater Control Measure (SCM)~~Best Management Practice~~” shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

Date

Director of Engineering

- H. **Additional Certificate Required on Final Plats for Exempt Subdivisions.**  
The following certificate shall be provided and signed as indicated by the signature title.

1. **CERTIFICATE OF EXEMPTION PLAT APPROVAL**

I hereby certify that the proposed subdivision is exempt from the City of Concord subdivision ordinance and that the resulting lots meet the minimum standards of the Concord Development Ordinance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Planning and Neighborhood  
Development or Designee

5.3.3. **CONSIDERATIONS FOR APPROVAL**

- A. No final plat for a major subdivision shall be approved until:
1. A preliminary plat for the property has been prepared and approved in accordance with Subsection 5.2,
  2. Construction plans have been approved in accordance with Section 5.6.5,
  3. All infrastructure is complete and fully functional including storm water, sanitary sewer, water (jumper removed), aggregate base, asphalt base, curb, street signs, asphalt connection to collector or primary road, temporary turnaround at next connecting phase, etc., performance surety secured for final surface, street trees, perimeter buffers and sidewalks not fronted by residential units or any other amenity, walking trail, park etc., and and
  43. All applicable permits and encroachments, including but not limited to those required for infrastructure extensions and driveway connections to streets, have been received.
- B. If a preliminary plat is approved subject to conditions or labeling corrections, the final plat shall not be approved until a corrected copy of the preliminary plat has been filed with the Planning and Neighborhood Development Department.
- C. Minor variations between the preliminary plat and subsequent final plat(s) are permissible, but the Administrator / Development Review Committee may require the applicant to revise the preliminary plat and re-submit it for approval if construction drawings or a subsequent final plat does not

adequately match the approved preliminary plat.

- D. Completion of all required public improvements shown on the City of Concord approved preliminary plat and construction plans, or posting of a performance security in accordance with 5.7.4.6, the Construction section below, and offering a dedication of the improvements to the City.

#### 5.3.4 APPROVAL PROCESS.

- A. A digital copy of the final subdivision plat in pdf form, uploaded to the Plan Review Online Submittal and Access System as detailed on the Planning and Neighborhood Development Department's webpage. Two copies of the final plat shall be submitted to the Planning and Neighborhood Development Department after construction plans have been approved in accordance with Sec. 5.6.5. Additionally, all other required forms and plans listed in this subsection shall be submitted.
- B. The Development Review Committee shall conduct a technical review of the final plat within the time specified in the Manual.
- C. Dedication(s) of property to the City shall be considered by the City Council for acceptance of dedication and maintenance.
- D. In the event that the final plat is denied, the petitioner may, in accordance with 160D-1403, appeal by filing an action in superior court seeking appropriate declaratory or equitable relief within thirty (30) days from receipt of a written notice as provided by 160D-403(b).

#### 5.3.5. ALLOWABLE ACTIVITIES WITH A VALID, APPROVED FINAL PLAT.

Sale or transfer of ownership of lots or parcels of land by reference to a plat of a subdivision PROVIDED THAT such plat has been duly recorded with the Register of Deeds. Final plats not recorded within thirty (30) days of approval are null and void. A subdivider may obtain building permits, zoning compliance permits, and certificates of occupancy.

#### 5.3.6. RECORDATION.

- A. **Plats Not Approved by the City.** No final plat shall be recorded with the Cabarrus County Register of Deeds until the City has approved it in accordance with the provisions of this Article.
- B. **Plats Approved by the City.** All final plats approved by the City in accordance with the provisions of this article shall be recorded with the Cabarrus County Register of Deeds.
- C. **Recorded Plats.** A true original mylar plat as certified by the Register of Deeds must be returned to the Planning and Neighborhood Development Department within 24 hours of recordation. Such plat must show the date and time of recordation, the map book and page number, and the signature of the Register

of Deeds official.

## 5.4. SITE PLAN CONTROLLED DEVELOPMENT

### 5.4.1. PURPOSE.

The purpose of this Section is to ensure that proposed site plan-controlled development provide adequate information to ensure constructability and compliance with City regulations. These developments are approved in conjunction with a site-plan controlled zoning petition, such as a Planned Unit Development or a conditional district petition, or in conjunction with a Special Use Permit application. In addition, site development review considers the siting of structures and related site improvements to promote harmonious relationships with adjacent developments.

### 5.4.2. APPLICABILITY.

There are a range of details that may be associated with a conditional zoning: from a “bubble plan” to a more fully designed site plan. The remainder of this subsection outlines the requirements for a variety of levels of details. A site plan designed to the standards below is required to be submitted along with an application for a conditional district rezoning or special use permit. For plans submitted with a lesser degree of detailing, the Planning and Zoning Commission may condition approval on a second hearing to attach a more detailed site plan to the site with applicant consent. Site-plan controlled developments involving residential subdivisions, may also be designed to preliminary plat standards for rezoning hearing.

**TABLE 5.2 Types of Site Development and their Approving Bodies**



When Required	Review and Approval Process	Approved by:
Conditional <u>district</u> zoning amendments, special use permits	(1) First Review / Approval of Proposed Site Plan	Planning & Zoning Commission
	(2) Technical Site Plan (prepared in accordance with Section 5.6)	Administrator upon the recommendation of the Development Review Committee

### 5.4.3. SITE PLANS.

- A. **Size and Scale.** No specific size requirements apply to site plans. Site plans shall be prepared at a standard scale for which one (1) inch equals a distance of twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet.
- B. **Contents.** Site plans shall depict or contain the information set forth below:
- C. **Minimum Requirements for All Site Plans.**
  - 1. Title,
  - 2. Development Name
  - 3. Developer and Engineer Contact Information
  - 4. Scale
  - 5. A boundary survey and vicinity map showing the property's total acreage, existing and proposed zoning classification(s), location in relationship to major streets, railroads, the date, and a north arrow;
  - 6. Zoning classification and district lines on the site and adjoining properties,
  - 7. Building setbacks.
  - 8. All existing easements, reservations, and rights-of-way;
  - 9. Existing and proposed points of access to public streets and to adjacent property
  - 10. Location of 100-year floodplains and location of proposed stream buffers as specified in Article 4
  - 11. General parking and circulation plans
  - 12. Additional data and information as specified in Article 9, if applicable
  - 13. Existing tract boundaries shown by a heavy line along with all bearings and distances,
  - 14. Legal or deed description of the property,
  - 15. Names and property identification numbers of adjoining property owners and subdivisions, both of record and proposed (if known).
  - 14. Revision number and date,
  - 15. Legend,
  - 16. Existing topography with a minimum four-foot contour interval,
  - 17. Boundaries of wetlands, floodways, and one-hundred-year floodplains (These boundaries shall be surveyed in the final site plan.), Base Flood Elevations, watershed protection overlay districts, critical areas of watersheds, Class 1 streams, Class 2

streams, lakes and impoundments, jurisdictional wetlands, stream buffers,

16. Existing and proposed areas for structures,
  - a. Elevations, if known, or precedent imagery
  - b. Proposed use of all land and structures including the number of residential units and square footage of nonresidential development;
15. Existing and proposed impervious surface area and/or limit, given in square feet,
16. Existing and proposed waterbodies, railroads, bridges, culverts, and storm drains on the tract and on adjoining property within 100 feet, and
17. Anticipated date of final platting, if relevant.
18. Proposed and required screening and landscaping as specified in Article 11;
  - a. Undisturbed buffer easements,
  - b. Vegetated setbacks,
  - c. Details
  - d. Any proposed tree save areas

**C. Additional Details that may be provided by the applicant or required by Staff or the Planning and Zoning Commission**

The list of details below is not designed to be all-inclusive, but rather to serve as examples that may be required in the evaluation of a site plan-controlled rezoning or special use permit request.

1. Construction limits,
2. Stormwater facility easements,
3. All existing and proposed utilities.
4. All proposed utility connections.
5. Proposed lot lines with scaled dimensions and lot numbers,
6. Lines showing the different phases of the subdivision, if applicable,
7. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership,
8. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, site triangles at intersections, proposed functional classifications for streets, and typical cross-sections,
9. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
10. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,

11. Labeled proposed and existing drainage and stormwater controls, including labels for easement types and widths,
12. Labels for buffer easement types and widths, and
13. Proposed open spaces, including labels for easements types and widths.
14. For PUD, TND, TOD or MX districts and conditional uses, total acreage of open space, including subtotals for acreage of passive and active open spaces.
15. Memo describing stream channels as delineated on-site with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle,
16. Traffic Impact Analysis (TIA) in accordance with Chapter 52 of the City Code of Ordinances, and Article 8 of the Technical Standards Manual (TSM).
17. Fire and Life Safety Plan that includes fire apparatus turning overlay, hydrant locations, and hose pull lengths.
18. Maximum proposed building height.
19. Construction type and materials
20. Size of largest building
21. Additional plans, such as ~~acoustical~~acoustic study, illumination/light impact study, if required by the administrator.
22. Additional site details: trash enclosure locations, mailbox clusters, bus shelters, transit stops, loading spaces, typical lot detail.
23. Existing and proposed retaining wall locations and associated private easements.

#### 5.4.4. CONSIDERATIONS FOR APPROVAL.

Recommendations and decisions regarding the approval of a site development plan shall be based on the following:

- A. Whether all applicable information has been submitted confirming that the application adheres to all requirements of this Ordinance; and
- B. Whether the site plan has been prepared in accordance with the standards of this Ordinance; and
- C. The City's ability to support the proposed development with utilities and other municipal services.
- D. CDO standards for special use permits or rezoning applications as applicable.

#### 5.4.5. APPROVAL PROCESS.

A. Developers shall submit the following to the Planning and Neighborhood Development Department:

1. A site-plan controlled zoning district application or special use permit application, a site plan adhering to the requirements set forth in this section (5.4), and any supplemental documentation that

may be required by City Staff or the Planning and Zoning Commission.

2. A review fee as specified in the most recent annual Budget Ordinance for a site-plan controlled zoning district application or a special use permit.

3. Digital Information. A digital vector file of all impervious surfaces using the coordinate system specified in the Manual or alternatively, a spreadsheet listing each impervious surface as specified in the Manual.

- B. The Development Review Committee shall review the site plan and make a recommendation to the Administrator.
- C. Incomplete site plans shall be returned to the developer and will not be reviewed by City staff until revised and resubmitted.
- D. The developer shall revise the proposed site plan if necessary, in accordance with review comments and re-submit the revised plan along with any other materials that may be required.

#### **5.4.6. RECORD OF APPROVAL.**

A. For Special Use Permits, PUD, TND, TOD, or MX Districts and all Conditional district or site-plan controlled zonings, the Administrator shall present site plans that have been approved by City staff to the Planning & Zoning Commission. Once the Planning & Zoning Commission has taken action on the zoning petition or special use permit application and the corresponding site plan, it shall be made a matter of record as follows:

1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with Planning and Neighborhood Development.

~~3.2.~~ 3.2. Approved site plans shall be indexed and filed by Planning and Neighborhood Development.

#### **5.4.7. EXPIRATION of APPROVAL**

A. Site plans submitted in conjunction with a conditional district zoning application or special use permit do not expire, but may require amendment if thresholds set forth in the CDO are exceeded.

#### **5.4.8. ALLOWABLE ACTIVITIES WITH A VALID, APPROVED SITE PLAN.**

A. Developers may submit a preliminary plat and/or construction plans to the Planning and Neighborhood Development Department.

#### **5.4.9. REVISIONS OF SITE PLANS AFTER APPROVAL.**

If the site plan is modified after the Planning & Zoning Commission approves it, the applicant shall repeat the process in Subsection 5.4 unless the Administrator or his/her designee has been authorized to approve the amendments and approves those amendments. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:

1. Increasing the number of buildings;
2. Increasing the number of dwelling units or the approved density of the project;
3. Addition of access points to a public street;
4. Reducing number of parking spaces, landscaping, buffers or setbacks below minimum standards or ~~what was approved through board review~~ prior Board/Commission approval, whichever is more restrictive;
5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
6. Reducing open space to less than was approved;
7. Increasing the mass or height of buildings; and
8. Changing the ~~uses permitted~~ permitted uses. After consultation with the Development Review Committee, the Administrator shall be authorized to approve the following amendments:

~~Changes in the location, size, or configuration of not more than ten percent (10%) of the total gross square floor area of approved buildings, up to 50,000 square feet, provided that all buildings comply with the requirements of this ordinance and the total number of lots is not increased;~~

- ~~A. Changes in the location, size, or configuration of open space equivalent to not more than ten percent (10%) of the approved gross open space acreage, provided that the percentage of the subdivision gross land area in open space is not reduced; or~~
- ~~C. Changes in the location or configuration of proposed streets, driveways and/or parking lots equivalent to not more than ten percent (10%) of the approved total street length, or parking lot area, provided that the number of external access points is not decreased and the minimum street connectivity ratios are maintained.~~
- ~~D. Changes to infrastructure and utility design shall be approved through the construction plan approval process in 5.6.~~
- ~~E. If a detailed site plan is not submitted as a component of a conditional district rezoning, City Staff is authorized to approve preliminary plats and construction drawings that adhere to conditions and development standards set forth by the zoning approval. If a detailed site plan is~~



~~submitted, City Staff is limited to approving variations that do not exceed the thresholds in this subsection (5.4.10) and subsection 3.2.8.1. The Planning and Zoning Commission or City Council may establish that a non-detailed site plan is subject to re-hearing as a condition of the rezoning petition if the applicant consents.~~

## 5.5. LOT STANDARDS

### 5.5.1. PURPOSE.

This Section establishes standards to guide the design and review of proposed developments, involving the layout or development of lots and their relationship to streets and other public facilities. Lot size and density shall be determined based on the current zoning district of the development as provided in Articles 7 and 9. Lots shall meet or exceed zoning district standards and shall be designed for their potential uses, so that adequate buildable area is provided along with adequate room for required setbacks (see Article 7, Table 7.7-1.) and buffer yards as applicable (see Article 11).

### 5.5.2. APPLICABILITY.

The provisions of this subsection shall apply to any newly created or proposed lot or parcel resulting from a subdivision of land as provided for in this Article.

### 5.5.3. ACCESS.

- A. Every lot resulting from a subdivision of land as provided for in this Article shall abut and have direct access to a publicly maintained street or other public right-of-way legally dedicated, except as provided below.
- B. **Exceptions.**
  - 1. Parcels within nonresidential subdivisions and developments, provided that adequate paved access is available for emergency and public safety vehicles and access;
  - 2. Town home lots where the individual lots are separated from a public right-of-way by a strip of land under common ownership by the owners of the town home lots;
  - 3. Lots with vehicular access to privately maintained alleys, created within the provisions of this Ordinance; and
  - 4. Lots fronting on approved private streets.
- C. **Street Frontage.** Lots shall be designed with adequate frontage for the purpose of providing direct physical access to the property from public streets for vehicles and utilities and for public safety equipment. For proposed subdivisions with frontage on a thoroughfare street, the maximum number of lots to be created shall be limited to five (5) lots. Any proposed subdivision proposing more than five lots shall require the additional lots to be served by a newly constructed internal public street.
- D. **Restrictions on Block and Cul-de-sac Lengths.** The purpose of this subsection is to discourage long blocks lined with homes and other buildings, which reduces street connectivity and diminishes the efficiency of public and safety services, while increasing distances between residences and non-residential destinations or public gathering places. In the AG, RE, I-1, and I-2 zoning districts there shall be no maximum block length. In all other

zoning districts, the maximum length of any blocks shall be as stated in Section 10.1.3. Cul-de-sac lengths shall be as stated in the Manual. Block length shall be measured from the centerline of an intersecting street to the centerline of the next intersecting street or the center point of the terminus of the street..

#### 5.5.4. GENERAL EXCEPTIONS FOR CERTAIN KINDS OF LOTS.

- A. **Corner Lots.** Side lot lines of lots abutting a public or private right-of-way shall (to the extent practicable) run at right angles to the right-of-way line, or in the case of cul-de-sacs or curvilinear street rights-of-way, radial to the curve.
- B. **Cul-de-Sac Lots.** A lot located on a cul-de-sac that does not maintain the minimum required width along the public street frontage shall provide:
  - 1. Lot frontage of at least 50 percent of the minimum required, but in no case less than 25 feet, whichever is greater;
  - 2. Lot area equal to or greater than the minimum lot area (if one is specified); and
  - 3. The minimum required lot width at the actual front setback of the primary structure and not necessarily at the minimum front setback set forth in this Ordinance.
- C. **FLAG LOTS.**
  - 1. **Justification for Flag Lots.** Upon recommendation of the DRC, the Administrator may approve flag lots if evidence is provided that physical hardships prevent development of land using conventional lot design and all other provisions of this ordinance are met..
  - 2. **Minimum Pole Widths.** The minimum width of the "pole" portion of a flag lot shall be twenty-two (22) feet for residential lots and thirty (30) feet for non-residential lots. The "pole" portion of the lot shall have maximum length not to exceed 250 feet.

#### 5.5.5. OPEN SPACES.

Dedicated open space shall comply with the requirements of this Ordinance in addition to the standards set forth herein. Articles 4 and 6.5 [new Article 10].

#### 5.5.6. PERIMETER BUFFER YARD FOR RESIDENTIAL SUBDIVISIONS (THESE STANDARDS SHALL APPLY TO MAJOR SUBDIVISIONS ONLY).

- A. A buffer yard shall be required along the perimeter of a residential subdivision in order to separate residential lots from:
  - 1. Abutting a thoroughfare; and
  - 2. Abutting non-residential uses.

- B. The buffer yard for abutting non-residential uses shall be designed and landscaped per Article 11 of this Ordinance. The buffer yard for abutting a thoroughfare shall be a Type D buffer as set forth in Article 11 of this Ordinance.
- C. All required buffer yards shall be platted as common areas and may be included as “open space” subject to the standards and criteria as set forth in Articles 10 and 11 of this Ordinance.

## 5.6. CONSTRUCTION PLANS

### 5.6.1. PURPOSE.

The Purpose of this section is to ensure that any development involving new building, parking, landscaping, utilities, buffers, etc. is done in accordance with all applicable City and State codes and standards.

### 5.6.2. APPLICABILITY.

No person shall develop, grade, or construct buildings or structures or extend or modify any infrastructure related to any subdivision or site development without making an application for, and receiving approval of, a site plan or subdivision plat and complying fully with the provisions of this ordinance and all other state and local laws and regulations.

### 5.6.3. SIZE AND SCALE.

Construction plans shall be prepared on 24-inch by 36-inch white paper at a horizontal scale of one (1) inch equals a distance of twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet and a vertical scale of one (1) inch equals a distance of four (4) feet.

### 5.6.4. CONTENTS.

Construction plans shall depict all drawings and specifications needed to result in the construction of improvements required by the Code of the City of Concord and Concord Technical Standards Manual as adopted by the City. At a minimum, construction plans shall legibly depict or contain the information set forth below.

#### A. General information.

1. Development name,
2. Developer and engineer contact information,
3. Distinct title and number for each sheet,
4. Revision number(s) and date(s),
5. Scale,
6. North arrow,
7. Legend,
8. Vicinity map depicting the location of the development relative to the municipal limits and the surrounding area,
9. Licensed professional's seal and signature as required by NC General Statutes,
10. Elevation control markers and monuments,
11. Existing topography with a minimum four-foot contour interval,
12. Labeled boundaries of waterbodies, wetlands, floodways, and one-hundred-year floodplains
13. Existing and proposed impervious surface areas, given in square feet,
14. All existing and proposed wells, railroads, bridges, culverts, storm drains, and natural features ~~on~~ within 200 feet of the development, and

15. Lines showing the different phases of the development, if applicable.
16. Memo describing stream channels as delineated onsite with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle
17. Existing and proposed structures.
18. Construction limits
19. Anticipated date of final platting (if applicable)
20. Proposed lot lines with scaled dimensions and lot numbers (if applicable)
21. Size of largest building
22. Fire apparatus turning radius overlay
23. Solid waste turning radius overlay
24. Height of tallest building
25. Building materials and construction style
26. Related zoning and preliminary plat case numbers (if applicable)
27. Zoning conditions (if applicable)
28. Existing and proposed retaining wall locations
- ~~27.~~

**B. Parcel Data.**

1. Names and property identification numbers of adjoining property owners and subdivisions and/or other developments, both of record and proposed, if known, and
2. Location and size of parcels supporting community services, such as parks, schools, open space areas, etc. and their ownership (if any are located in the site planned development),
3. Existing tract boundaries shown by a heavy line along with all bearings and distances
4. Existing and proposed easement locations.

**C. Utility and Drainage Information.**

1. Utility location service contact information,
2. Sheet(s) containing both plan views of all proposed waterlines with a center-of-pipe profile of all waterlines with diameters greater than twelve (12) inches at a scale of one inch to forty feet,
3. Sheet(s) containing both plan views of all proposed sanitary sewer lines with a center-of-pipe profile of all proposed sanitary sewer lines at a scale of one inch to forty feet horizontal and one inch equals four feet vertical,
4. Sheet(s) containing both plan views of all proposed stormwater pipes and channels with a center-of-pipe/channel profile of all proposed stormwater pipes and channels at a scale of one inch to forty feet horizontal and one inch equals four feet vertical,



5. And at each crossing of another utility,
6. Existing utilities on and within 100 feet of the development,
7. Note referencing Chapter 62 of the Code of the City of Concord, the WSACC Standard Specifications, and State requirements,
8. Waterline stationing,
9. Sanitary sewer line stationing,
10. Sanitary sewer invert elevations and slopes,
11. Manhole diameters, and
12. Sufficient details.

**D. Transportation Information.**

1. Proposed street names and State road numbers,
2. Proposed street stationing,
3. Sheet(s) containing both plan views of all proposed streets with a center-of-street profile of all proposed streets, and
4. Traffic control devices.
5. Ramps required by the Americans with Disabilities Act (ADA).

**E. Right-of-Way and Easement Information.**

1. Proposed streets, sidewalks, and pedestrian ways, including street names, right-of-way widths, vehicular access points, sidewalks, pavement widths, centerline curve radii, proposed functional classifications for streets, typical cross-sections, sight triangles, street centerline stationing.
2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including right-of-way widths, vehicular access points, sidewalks, pavement widths, center-line distance of each street measured from the center of intersection to the next intersection and centerline curve radii,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, maintenance and access and etc., including labels for easement types and widths,
4. Labeled proposed and existing drainage and stormwater controls, including labels for easement types and widths,
5. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, etc., including labels for easement types and widths, and
6. Proposed open spaces, including labels for easement types and widths.
7. Proposed private wall easements.

**F. CALCULATIONS.**

1. Total number of lots in the subdivision, if applicable,
2. Number of lots in each phase, if applicable,

3. Total acreage of open space, including subtotals for acreage of passive and active open spaces, along with required tree preservation areas as specified in Article 11 (if applicable),
4. Total linear footage of each individual street,
5. Total linear footage of each diameter size of waterline,
6. Peak potable water demand in gallons per minute,
7. Total linear footage of each diameter size of sanitary sewer line,
8. Peak wastewater generated with estimated inflow and infiltration for a 5-year storm event in gallons per minute,
9. The information stated in the Manual for pump station cycle times, storage and associated pump curves,
10. Pavement design calculations and associated AASHTO Soil Classification information for streets to be dedicated to a government.

**G. Electrical Utility Information.**

Electrical riser diagram for service entrance requirements as shown in the *Manual*. (For City owned electrical utilities only.)

**H. Other Required Forms and Plans.** Depending on the type of development, and

the timing of development, other plans may be required.

1. Approved Street Name and Review Confirmation Sheet,
2. Approved Stormwater Management Plans as required in Article 4.
3. Approved Open Space Provision and Maintenance Plan as required in Article 10.], and the location and size of parks, school sites, open space areas, etc. and their ownership, legal instruments showing dedication of open space to a public entity (if necessary), a copy of restrictive covenants regarding open space.,
4. Completed Street and Driveway access permit application: approved driveway permit necessary prior to Construction Drawing approval.
5. Completed Traffic Impact Study (TIS), if required.
6. Copy of the approved preliminary subdivision plat, if applicable.
7. Completed architectural plans for multi-family and non-residential development in accordance with Article 7.
8. Third party approvals.
9. Fire and Life Safety Department Confirmation of Acknowledgement and Acceptance

**5.6.5. CONSIDERATIONS FOR APPROVAL.**

- A. Conformity with Approved Plat.** The number and configuration of lots on construction plans for subdivisions shall match the number and configuration of lots on the subdivision's approved preliminary plat.
- B. Third Party Permits.** Third party permits, such as driveway permits, utility permits, environmental permits, sedimentation and erosion control

permits, must be approved prior to release of the construction drawings for construction.

#### **5.6.6. APPROVAL PROCESS FOR CONSTRUCTION DRAWINGS.**

A. Developers shall submit the following to the Planning and Neighborhood Development Department:

A digital copy of the construction plans (in pdf form) meeting the size, scale, and content requirements of this subsection and the Manual. The plans shall be uploaded to the Plan Review Online Submittal and Access System as detailed on the Planning and Neighborhood Development Department's webpage.

1. Other Required Forms and Plans.
2. Completed Traffic Impact Study in accordance with Article 8 of the TSM and Section 50-125 of the City of Concord Code of Ordinances.,
3. Completed utility permit applications in accordance with Sec. 62-77 of the Code of the City of Concord.
4. A review fee as specified in the most recent annual Budget Ordinance.

B. The Development Review Committee shall examine and review the construction plans.

C. Incomplete plans shall be returned to the developer and will not be reviewed by City staff until revised and resubmitted.

C. The developer shall revise the proposed plan if necessary, in accordance with Development Review Committee comments and re-submit revised copies along with any another fees or materials that may be required.

E. Once the construction plan has been approved by the Director of Engineering or an individual under his/her direct control, it shall be made a matter of record as follows:

1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with the Engineering Department.
2. Approved plans shall be indexed and filed by the Engineering Department.

#### **5.6.7. REVISIONS OF THE CONSTRUCTION PLAN AFTER APPROVAL.**

A. Deviations from the approved engineering plans and specifications or changes in site conditions shall be submitted in writing by the engineer to the Director of Engineering for written approval prior to any further construction or installation activity.

B. Modifications to the approved plans requiring federal, state, and local regulatory approval shall be the responsibility of the owner, developer, or their contractor

and/or engineer. The owner / developer shall assume full responsibility for acquiring the applicable regulatory permits and approvals, prior to further construction or installation activity.

- C. The developer shall hold the City and its officers and agents harmless of any responsibility or liability, upon the failure of the developer or owner to obtain required regulatory approvals prior to further construction activity and the developers' failure to adhere to regulatory requirements during the construction activities.

## 5.7. CONSTRUCTION

### 5.7.1. PURPOSE.

The purpose of this section is to ensure that the construction of infrastructure is properly installed, inspected and documented.

### 5.7.2. PRE-CONSTRUCTION RESPONSIBILITIES.

- A. ~~Once plans and permits are approved, the City of Concord designee schedules the pre-construction meeting with the Developer, Engineer, Contractor and other internal and external stakeholders. Prior to beginning construction, the applicant shall arrange a pre-construction meeting with the City of Concord for the purpose of coordinating construction activities.~~
- B. It shall be the responsibility of the applicant to notify the Director of Engineering (or his/her designee) at least ~~7248~~ hours prior to the commencement of construction. ~~of improvements the amount of time specified in the Manual.~~

### 5.7.3. INSPECTION.

- ~~A.~~ A. Inspections shall occur at each of the following stages of construction to ensure conformity with the approved plans, specifications, and standards or as otherwise determined through an owner contract or development improvement agreement. Inspections or lack thereof do not negate the Developers' responsibility of construction to be in compliance with the approved plans, specifications and standards.
- 1. Site grading and erosion control completion,
  - 2. Underground utility installation, stormwater, sanitary sewer, waterline installation
  - 3. Subgrade preparation prior to aggregate or asphalt base course installation,
  - 4. Immediately prior to aggregate base compaction,
  - 5. Concrete curb and gutter installation,
  - 6. Bituminous intermediate course(s),
  - 7. Subgrade preparation prior to sidewalk and street tree installation, and
  - 8. Final surfacing course prior to seal coat.
- B. Agents of the City and state may observe at any time during the progress of work.

- C. Where inspections are made by individuals or agencies, other than the Director of ~~Engineering~~, (Engineering (or his/her designee), the applicant shall provide the Director of Engineering with written reports of each final inspection.

All inspections of waterline extensions and sanitary sewer extensions, amenities, walking trails buffers, street signage, other applicable signage, lighting, etc. shall be conducted in accordance with Section 62-86 of the Code of the City of Concord. All inspections of stormwater control and treatment infrastructure shall be conducted in accordance with the *Manual*, Chapter 60 of the Code of Ordinances and Article 4.

#### 5.7.4. CONSTRUCTION RESPONSIBILITIES.

- A. All improvements required pursuant to these regulations shall be constructed in accordance with the applicable requirements of this Ordinance, and, where applicable, the requirements and authorization of the appropriate state agency, utility company, or local franchisee.
- B. All installations of improvements shall conform to the approved construction plans. In the event that actual construction work deviates from that shown on the approved construction plans, such unapproved work shall constitute a violation of this Ordinance and shall be remedied in accordance with Section 1.5.
- C. The applicant, engineer of record, or the bonded construction contractor shall bear full and final responsibility for the installation and construction of all required improvements according to the provisions of these regulations and the standards and specifications of other public agencies.
- D. If necessary, the applicant shall be required to correct the installed improvements to conform to the approved construction plans. In addition, the Administrator may take such other actions as may be deemed appropriate including, but not limited to, revocation of permits already issued and/or withholding of future approvals and permits until the violation is corrected.

#### E. Contracts for Future Installation of Improvements

If developments cannot be completed, under certain conditions the City MAY accept a contract and bond for a delay in the installation of certain required improvements in accordance with NCGS § 160D-804(g) and as detailed below.

1. The Administrator may delay the requirement for the completion of required improvements (excluding improvements required to provide for emergencies) prior to issuing a Certificate of Compliance or recordation of the final plat if the applicant enters into an Agreement in which the applicant covenants and agrees to complete all required on-site and off-site public improvements in a time agreed



upon by the Administrator.

- a. For on-site and off-site public improvements, no later than two (2) years following the date upon which the final plat is recorded. Such period may be extended for up to an additional one (1) year period upon its expiration at the discretion of the Administrator. For the extension a developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the local government, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period. An extension under this subdivision shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.

b. For regulatory stormwater devices, no later than six (6) months following the date upon which the Certificate of Compliance is issued. Such period may be extended for up to one additional six (6) month period upon its expiration at the discretion of the Administrator. For regulatory stormwater devices for Residential Subdivision projects, no later than one (1) year following the date upon which the final plat is recorded and served by the SCM. Such period may be extended for up to two additional six (6) months upon its expiration at the discretion of the Administrator. For the extension a developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the local government, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional

period. An extension under this subdivision shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.

~~b. Administrator.~~

2. At the discretion of the Administrator, the Administrator may recommend an Agreement with the developer for a development containing multiple final plats that specifies the timing and sequence of street, water, wastewater, drainage, and park or open space dedication and improvements. Notwithstanding any provision in this Ordinance to the contrary, the Infrastructure Development Agreement shall determine the time when the required improvement or dedication for multiple final plat developments shall occur.
2. The City Attorney and City Council shall approve all Infrastructure Development Agreements as a legislative decision.

#### **F. Performance Security for Improvements**

1. Whenever the Administrator determines that improvements cannot be completed or installed due to adverse weather conditions or other factors determined to be reasonable by the Administrator, or pursuant to Section 5.7.4(G)(6) below or to an established city policy, a developer may enter into an Agreement with the City. The developer shall be required to provide sufficient security to ensure completion of the required public improvements or private stormwater control measures. The security shall be in the form of an irrevocable letter of credit, surety bond or cash escrow, or another form of guarantee that provides equivalent security.
2. The Director of Engineering (or his/her designee) shall approve the surety bond, letter of credit or cash escrow in an amount that totals up to 125% of the cost of the improvements in the approved construction plan. The applicant shall provide either a bid from their contractor(s) of record for the Director of Engineering to review and approve or the developer's Professional Engineer of record should submit a complete signed and sealed use the City of Concord Estimate Form to illustrate dollar amount. and submit signed and sealed an estimate completed by a professional engineer with reference to average prices for the local market before the amount of the bond is established. The dollar amount shall be sufficient to cover all promises and conditions contained in the Agreement.

3. If security is provided in the form of a cash escrow, the applicant shall deposit with the City Finance Director a cash amount or certified check endorsed to the escrow agent for a face value in an amount not less than the amount specified by the Director of Engineering.
4. The cash escrow account shall accrue to the City for administering the construction, ~~operation,~~ and operation and maintenance of the improvements.
5. Upon completion, as set forth in Section 5.7.9 below, of all improvements as covered by the Agreement, the Director of Engineering (or his/her designee) shall inspect the work. If the Director determines that the work is satisfactory and complete, the security shall be released. ~~The Director shall also require evidence from the developer that all contractors have been paid in full prior to the release of the performance security.~~ The Director shall permit one reduction of the letter of credit or cash escrow upon approval.
6. Without limiting the above, for public roads, and streets (to include any pavement stripping), sidewalks, street trees, and rights of way, the Director of Engineering may collect a performance ~~security guarantee~~ to ensure completion, provided that such project shall not be considered complete except as provided in Section 5.7.9.

**G. Payments - In Lieu of Installation for Curbing, Guttering and Sidewalks Improvements.**

1. In certain cases, upon the request of the applicant, the City may relieve the applicant from the requirement to install curbing, guttering or sidewalks, in return for a payment-in-lieu of the installation. The application procedures and requirements are explained in this subsection.
2. A written application for a sidewalk, curb, and gutter exception is submitted to the office of the Development Services Department demonstrating:
  - A. That the project meets one or both of the following scenarios:
  - B. Where the topography does not allow for the reasonable or practical installation of sidewalks, curbs, and gutters; and/or
  - C. In instances where the ultimate right-of-way width is not yet determined, and/or
  - D. The developer provides an alternate walkway, trail or greenway that is approved by the Administrator following the recommendation of the Development Review Committee; and
  - E. The developer agrees to pay a fee-in-lieu of the required installation and to provide any required rights-of-way and/or easement dedications.
  - F. The “sidewalk, curb and gutter fee” is set annually in the adopted

budget ordinance. The fee is based on actual costs for typical construction during the previous fiscal year, times 110% to cover administrative costs and the cost of inflation.

G. The fees collected are held in a Sidewalk, Curb, and Gutter Reserve Account (the “Reserve Account”) administered by the City of Concord.

H. The Reserve Account is used only for the construction of sidewalks, curbs, and gutters at locations within the same Sidewalk Maintenance Routes/ Zones as the project where the exception was granted.

I. **Failure to Comply with Agreement Terms.** If an Agreement has

been executed and security has been posted and required public improvements are not installed pursuant to the terms of the Agreement, the Administrator and/or the Director of Engineering may:

1. Declare the Agreement to be in default prior to the expiration of the guarantee instrument, and require that all public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
2. Obtain funds from the surety and complete the public improvements by itself or through a third party;
3. Assign its right to receive funds from the surety in whole or in part to any third party, including a subsequent owner of the subdivision or addition for whom the public improvements were not constructed, in exchange for the subsequent owner's Agreement to complete the required public improvements; and/or
4. Exercise any other rights available under the law.

#### **5.7.5. AS-BUILT DRAWINGS AND RECORD DRAWINGS.**

As-built drawings and record drawings shall document the location of the items required in Sec. 5.6.4. and shall be prepared and delivered in accordance with Sections 60-86, 62-88 and 62-89, respectively of the Code of the City of Concord, and stormwater control facilities required by the Concord Development Ordinance Section §4.4, regardless of whether the City is accepting the infrastructure for public maintenance or not.

#### **5.7.6. CONSIDERATIONS FOR APPROVAL AND ACCEPTANCE.**

Approval of the installation of improvements by the Director of Engineering shall not constitute acceptance by the City of the improvement for dedication purposes. The installation of improvements in any subdivision shall, in no case, serve to bind the City to accept such improvements for maintenance, repair or operation. Such acceptance shall be subject to the provisions of this Ordinance concerning the acceptance of each type of improvement.

1. **Certificates.** The following certificates shall be provided and executed:
2. **CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD

\_\_\_\_\_  
NAME OF DEVELOPMENT

\_\_\_\_\_  
NAME OF STREETS IN DEVELOPMENT

\_\_\_\_\_  
DEVELOPER

I hereby certify to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this site plan development has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Development Ordinance Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signed:

\_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER

\_\_\_\_\_  
REGISTRATION NO.                      DATE

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**5.7.7. APPROVAL PROCESS.**

The City shall inspect all improvements required by these regulations in accordance with this Ordinance prior to acceptance. The City shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the City has accepted the street or other improvement. When improvements have been constructed in accordance with the requirements and conditions of these regulations and the specifications of this Article, and the applicant has submitted as-built drawings to the Director of Engineering, the City Council may accept the improvements for maintenance by the City, except that this shall not apply to improvements maintained by another entity.

**5.7.8. PROCEDURE FOR ACCEPTANCE**

1. The developer may call for an inspection of these improvements and for official acceptance of any infrastructure for maintenance by the public by the City Council
2. If all of the conditions of section 5.7.9. below have been met, the Administrator shall put the matter on the agenda for consideration at a future City Council meeting.
3. If accepted, a written acknowledgment of acceptance or conditioned acceptance shall be forwarded to the developer by the administrator.

**5.7.9. CONDITIONS OF APPROVAL.**

The following conditions shall be met before the City Council of the City of Concord will consider accepting infrastructure improvements:

- A. ~~A.~~ Rights-of-Way.** Property owner(s) must offer dedications of rights-of-way of a width approved by the City free of charge and clear of all encumbrances. The specific standards for acceptance of easements shall be subject to the *Manual* and any other adopted policy or manual of the City. All easements shall be in full compliance with this Ordinance prior to acceptance. The City will not accept dedication of any street, road, sidewalk, or public right

of way, and no street, road, or public right of way shall be considered complete, until the following have been completed:

a. ~~the developer's engineer certifies the streets prior to acceptance (Appendix B of Article 2).~~

b. ~~seventy-five~~Seventy-five percent (75%) of the lots/buildings in the applicable permitted phase map have been constructed.

- B. Utilities / Streets / Stormwater Utilities.** When improvements have been constructed in accordance with the requirements and conditions of these regulations and the specifications of this Article, and the applicant has submitted as-built drawings to the Director of Engineering, the City Council may consider acceptance of the improvements for maintenance by the City. All infrastructure, including street signs and markings under consideration for addition to the city system shall be in an acceptable state of maintenance as determined by the Director of Engineering upon the recommendation of the Development Review Committee. The applicant shall be responsible for removal of all equipment, material, and general construction debris from the subdivision and from any lot, street, public way or property therein or adjacent thereto. Dumping ~~of~~ such debris into sewers, onto adjacent property or onto other land in the City is prohibited. The as-built drawings shall include all infrastructure, including those portions of roads and drainage that may be considered private in nature.
- C. Timing.** All offers of dedication via a subdivision plat or contained on a site plan shall not be accepted until the final plat is approved by the Administrator or Planning & Zoning Commission, and all infrastructure and/or improvements are completed and “as-built” drawings are submitted to the Director of Engineering, and any other conditions imposed by the City Council are met. All utilities and/or infrastructure in a geographic area shall be accepted simultaneously. This sub-section shall not apply to improvements maintained by another entity.
- D. Private Facilities.** Private streets, roads, travel aisles, parking lots, alleys serving residential, multifamily, commercial, and industrial developments shall not be eligible for acceptance to the City’s street system unless they are designed, built, inspected, and dedicated in accordance with the *Manual* and the requirements of this Ordinance. These provisions shall not relieve the developer or the developer’s agent or contractor of responsibility in notifying the City of completed work and the developer’s request for a City inspection. The agency having jurisdiction shall inspect and approve all completed work prior to the release of any performance guarantees.

#### 5.7.10. POST-CONSTRUCTION RESPONSIBILITIES.



A. The developer shall be responsible for the material and craftsmanship of all donated infrastructure for a warranty period of one year from the date of ACCEPTANCE in accordance with Section 5.7.8 of the project or the phase of the project.

B. The City shall have the right to increase the warranty period for atypical construction materials or construction techniques or sub-standard construction

C. The warranty period shall begin on the date that the City Council accepts ownership of the modification or extension.

D. This warranty shall include any damages that may arise from construction by other utility companies or homebuilders.

E. The City shall relieve the developer of their obligation under the warranty period by performing a one-year warranty inspection, or an inspection at the end of an extended warranty period. Inspections shall include, but are not limited to, a video recording of the interior of all sanitary sewer outfall mains, collection mains, and laterals on a CD, DVD, or equivalent successor media and a recording of the interior of all storm sewer mains, outfalls, and appurtenant items, both within street rights-of-way and in those areas considered to be privately owned and maintained on a CD, DVD, or equivalent successor media. The entire storm drainage system shall be cleaned and be free of mud and debris prior to the video inspection so all defects shall be clearly visible. The mud and debris shall not be discharged into streams or waterbodies, but shall be captured and disposed in a manner acceptable to the City, County, and ~~NC DENR~~ NC DEQ.

F. Any and all defects found at this time that do not conform to the City's standards or this ordinance shall be repaired or replaced at the developer's expense.

G. Any defects in workmanship and/or materials shall be repaired to the satisfaction of the Administrator or Director of Engineering. Developers are required to make all necessary repairs immediately.

## ARTICLE 14

### DEFINITIONS

*Summary: This Article provides a glossary of terms to be used when interpreting and applying this Ordinance.*

#### Table of Contents

SECTION	PAGE
14.1    General Provisions .....	2

#### 14.1    GENERAL PROVISIONS

##### 14.1.1. TERMS DEFINED

Words contained in this Article are those having a special meaning relative to the purposes of this Ordinance. Words not listed in this section shall be defined by reference to: (1) Chapter 2 of the State Building Code (Standard Building Code, 1997) or, have their common definitions as found in modern dictionaries of the English language. The documents indicated above are hereby incorporated by reference as if set forth in their entirety herein. Words and terms not defined in this Article but defined elsewhere in the Concord Development Ordinance shall be given the meanings set forth therein. Particular uses not defined herein shall have the meaning assigned in the Use Matrix and the NAICS Manual (see Section 8.2 of this Ordinance.)

**SUBDIVISION** - All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definitions nor be subject to the regulations authorized by this part: (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality as shown in its subdivision regulations. (2) The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved. (3) The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors; and (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and

where the resultant lots are equal to or exceed the standards of the municipality, as shown in its subdivision regulations. [\(5\) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.](#)

### 3.2.9 REZONING TO A CONDITIONAL ZONING DISTRICT

The provisions of this section shall apply to any application for a map amendment to “parallel” conditional district and to other conditional zoning districts as specified in Article 9 of this Ordinance unless those districts contain discretionary standards that may require a quasi-judicial procedure. The conditional zoning process allows particular uses to be established on case-by-case basis on a specific property. Some land uses are of a nature or scale that they have significant impacts on the surrounding property and potentially on the entire community, and these uses cannot be addressed by general district zoning standards. There are also circumstances in which a conventional zoning district designation allowing such a use by right may not be appropriate, even though the use itself, if properly planned, could be appropriate with the property and consistent with the objectives of these regulations and the adopted land use plans and small area plans, if applicable. The review process established herein provides for the accommodation of such uses by a reclassification of property into a “parallel conditional district.”

There are hereby established, in accordance with Section 7.2.3, Parallel Conditional Zoning Districts as follows: Agricultural Conditional District (AG-CD), Rural Estate Conditional District (RE-CD), Residential Low Density Conditional District (RL-CD), Residential Medium Density Conditional District (RM-1-CD or RM-2-CD), Residential Village Conditional District (RV-CD), Residential Compact Conditional District (RC-CD), Office & Institutional Conditional District (O&I-CD), Neighborhood Commercial Conditional District (B-1-CD), City Center Conditional District (CC-CD), Light Commercial Conditional District (C-1-CD), General Commercial Conditional District (C-2-CD), Light Industrial Conditional District (I-1-CD), and General Industrial Conditional District (I-2-CD).

Furthermore, the following zoning districts included in Article 9 are also established as Conditional Zoning Districts: Planned Unit Development (PUD), Planned Residential Development (PRD), Mixed Use (MX), Traditional Neighborhood Development (TND), Public Interest District (PID) and Low Impact Development (LID).

A. Any use permitted under the conditional zoning process must conform to the corresponding conventional zoning district, or if applicable, to the requirements of Article 9. No use may be permitted that is not permitted within the conventional zoning district, or within the individual requirements specific to the above-referenced zoning districts contained in Article 9.

B. Amendments to conditional zoning districts may be initiated only by petition, and the petition shall be signed by the owners of all of the property within the proposed district.

C. A petition for conditional zoning must include a site plan, drawn to scale, with supporting information and text that specifies the actual use or uses

intended for the property and any proposed conditions that will govern development and use of the property. The following information shall be provided, if applicable:

1. A boundary survey and vicinity map showing the property's total acreage, zoning classification(s), location in relationship to major streets, railroads, the date, and a north arrow;
2. All existing easements, reservations and rights-of-way;
3. Areas in which structures are proposed;
4. Proposed use of all land and structures including the number of residential units and square footage of nonresidential development;
5. Proposed and required screening and landscaping as specified in Article 11;
6. Existing and proposed points of access to public streets and to adjacent property;
7. Location of 100 year floodplains and location of proposed stream buffers as specified in Article 4;
8. General parking and circulation plans;
9. Additional data and information as specified in Article 9, if applicable.

D. In the course of evaluating the application, the Administrator, Planning and Zoning Commission or City Council may request additional information from the petitioner. This information may include the following;

1. The exterior features of the proposed development including height and exterior finish;
2. Existing and general topography of the site;
3. Existing vegetation and tree cover; and
4. Location and number of proposed signs.

The site plan and all supporting materials and text shall constitute part of the petition for all purposes under this Chapter.

E. Hearings for conditional zoning districts shall be legislative in nature. Sworn testimony and findings of fact for approval or denial are not required. The Commission or Council may suggest reasonable additional conditions or augment those proposed with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate. Such conditions to approval of the petition may include dedication to the City or State as appropriate, any right-of-way for streets or other public utilities necessary to serve the proposed development. Other dedications and performance guarantees can be suggested and agreed upon as deemed appropriate by the Commission or Council. All conditions and development approvals should be in writing either in print or in an electronic format that is protected from further editing.

F. If a petition for conditional district zoning is approved, the conditions of approval shall become binding upon the property. Only those uses and structures indicated in the approved petition and site plan may be developed on the site. Furthermore, approval of the zoning amendment shall not authorize development activity on the site and proposed development will be subject to other provisions of this Ordinance and to applicable State and Federal regulations.

G. Approval of a petition for conditional district zoning shall constitute approval of the site plan submitted as part of the petition, in accordance with Section 5.4 of this Ordinance. Amendments to a site plan approved as part of a conditional district zoning plan shall be processed as a new conditional district zoning petition, according to the provisions of this Chapter, except that certain minor administrative amendments may be permissible as detailed in Section 3.2.6. H below.

H. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:

1. Increasing the number of buildings;
2. Increasing the number of dwelling units or the approved density of the project;
3. Addition of access points to a public street;
4. Reducing number of parking spaces, landscaping, buffers or setbacks below minimum standards or Board/Commission Approval, whichever is more restrictive;
5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
6. Reducing open space to less than was approved;
7. Increasing the mass or height of buildings; and
8. Changing the permitted uses

The administrator shall respond, in writing, to the petitioner, either approving or denying the administrative amendment. The letter to the petitioner shall explain the reasons behind the approval or denial. In the event of denial, the petitioner may appeal the decision to the Zoning Board of Adjustment in accordance with Section 6.3 or may file a new conditional district zoning petition in accordance with this Article.

## ARTICLE 5. SUBDIVISION PLATS, SITE PLANS AND CONSTRUCTION PLANS

**Summary:** Many new developments require the creation of new lots or subdivisions. Others require detailed plans showing most of the features of the new development, such as buildings, parking lots, landscaping, stormwater ponds, and other features. These are called “site plans.” Subdivisions and site plans are the two most common and complex types of plans for new development. As such, they deserve their own article. All site plans and subdivisions must be designed with the environmental requirements of Article 4 in mind. Before designing a subdivision or site plan, please consult Article 4. Subdivisions are approved in a two-step process. First, preliminary plats are approved (Section 5.2). Preliminary plats must conform to the standards for the creation of new lots found in Section 5.5 and Articles 7 and 9. After approval of a subdivision or site plan-controlled development, technical plans for the installation of roads, sanitary sewer, water lines, stormwater control device, and landscaping and bufferings must also be approved. These requirements are found in Section 5.6, (Construction Plans). After the installation of the improvements shown in the construction plans, comes the final approval of the subdivision in Section 5.3, (Final Plats). Site plans (Section 5.4, Site Plan-Controlled Development) are required for developments that require hearing by the Planning and Zoning Commission for conditional district zonings or special use permits. If new lots are created, a subdivision and site plan will be required for the same development. Typically, lots are subdivided before commercial construction drawings are generated. The details on the inspection of new utility infrastructure and acceptance of utilities by the City Council are found at Section 5.7 (Construction). References made in this Article to the Manual are to the “City of Concord Technical Standards Manual” or “TSM”.

### TABLE OF CONTENTS

SECTION	PAGE
5.1. PURPOSE .....	2
5.2. PRELIMINARY PLATS .....	5
5.3. FINAL PLATS .....	9
5.4. SITE DEVELOPMENT .....	17
5.5. LOT STANDARDS .....	23
5.6. CONSTRUCTION PLANS .....	26
5.7. CONSTRUCTION .....	30



## 5.1. PURPOSE

Changes to the population of an area and use of land affect the demand for infrastructure and services. The purpose of this Article is to promote the safe, functional, and aesthetically pleasing development of property. (See also Article 1 for a further statement of the purpose and intent of this Ordinance.) This Article contains the requirements for subdivision plats (at § 5.2 and 5.3) and site plans (at § 5.4). After obtaining approval of a subdivision plat or site plan, the next step is to obtain approval of construction plans and receive appropriate utility permits (See § 5.6 and Code of Ordinances Chapter 62). Finally, this Article concludes with the general rules and policies governing construction and the acceptance of infrastructure improvements for permanent maintenance by the City in § 5.7. In addition, please see the City of Concord Technical Standards Manual (the Manual) for further requirements about required construction practices and standards. The procedures for obtaining all other development-related permits are found at Article 6. (Permits and Approval Processes).

### 5.1.1. SUBDIVISION DEVELOPMENT.

- A. **Purpose.** In accordance with NCGS § 160D-801 et seq., the purposes of this Section are to:
  - 1. Ensure necessary infrastructure is adequate to serve areas with new development,
  - 2. Ensure municipal services are available to new development,
  - 3. Ensure recreational opportunities are available to new development,
  - 4. Ensure natural resources are protected,
  - 5. Ensure necessary easements are created and provisions are made to allow for the proper maintenance of infrastructure, and
  - 6. Ensure that offers of dedication of infrastructure are properly made and accepted.
- B. **Introduction.** Subdivisions are divided into two types, minor and major. Each major subdivision is approved in 4 phases: the preliminary plat, the construction drawings, the final plat, which includes offerings of dedications of easement and rights of way, and last acceptance of any offers to dedicate infrastructure for maintenance such as sanitary sewers , sidewalks, water lines, storm sewers, street tree, landscaping and others. Minor subdivisions may not require preliminary plats, at the Administrator's discretion. The City Engineer or his designees approve construction drawings on the recommendation of the Development Review Committee. Final plats are approved by the staff Administrator on the recommendation of the Development Review Committee (DRC). See Table 5.1 below.

**Table 5.1: Types of Subdivisions and their Approving Body.**

Type of Subdivision(s)	Type of Required Plats	Approved by:
Minor Subdivision	Final Plat	Administrator with Development Review Committee.
Major Subdivision	(1) Preliminary Plat	Administrator with Development Review Committee.
	(2) Final Plat	Administrator with Development Review Committee.
Construction Drawings		Director of Engineering with Development Review Committee
Offers of Dedication and Infrastructure Acceptance		City Council

1. **Minor Subdivisions Defined:** Subdivisions of ten or fewer lots, having no public utility extensions, creating no new public streets and where no lot is taking access from a major or minor thoroughfare. Site plan or construction documents shall be required prior to the recording of a minor plat, if any public improvements are required:
  - a. Curb, gutter, and/or sidewalk
  - b. Public Stormwater improvements
  - c. Developer installed utilities
  - d. The Administrator (or designee) may, if necessary, consult with the Development Review Committee (DRC) and may require a site plan or construction documents based upon their findings.
2. **Major Subdivision Defined:** All subdivisions other than minor subdivisions.

- C. Plats shall be prepared by registered North Carolina professional engineers, professional land surveyors or other professions approved by the State of North Carolina.

#### 5.1.2. APPLICABILITY

No person shall subdivide land and/or file or record a subdivision plat required by this Ordinance with the Register of Deeds and/or sell or transfer a single lot or a single lot in a subdivision plat required by this Ordinance without making and recording a plat and complying fully with the provisions of this ordinance and all other state and local laws and regulations. No person shall create a subdivision within the jurisdiction of the City of Concord without preparing a plat verifying that all applicable standards are met. Final and preliminary plats shall be prepared for all major subdivisions and

combinations of land, including all divisions of a tract or parcel of land into one or more tracts or parcels created for the purpose of sale or building development (whether immediate or future) and all divisions of land involving the creation of a new street or a change to an existing street except the following:

- A. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots meet or exceed the lot standards in §5.5;
- B. The division of land into parcels greater than ten (10) acres where no right-of-way dedication is required;
- C. The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors;
- D. The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots meet or exceed the lot standards in Article 7 and all of the other standards of this ordinance; and
- E. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

[See also the definition of subdivision in Article 14.]

## 5.2. PRELIMINARY PLAT

### 5.2.1 SIZE AND SCALE.

No specific size requirements apply to preliminary plats. Preliminary plats shall be prepared at a standard scale for which one (1) inch equals a distance of one hundred (100) feet or less, such as twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet.

### 5.2.2. CONTENTS.

The preliminary plat shall depict or contain the information set forth below.

#### A. General Information.

1. Plat title,
2. Revision number,
3. Legend,
4. Vicinity map depicting the location of the subdivision relative to the municipal limits and the surrounding area,
5. Existing topography with a minimum four-foot contour interval,
6. Boundaries of wetlands, floodways, and one-hundred-year floodplains,
7. Memo describing stream channels as delineated on-site with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle,
8. Existing structures,
9. Existing and proposed built-upon or impervious surface area, given in square feet,
10. Existing and proposed waterbodies, railroads, bridges, culverts, and storm drains on the tract and on adjoining property within 100 feet, and
11. Anticipated date of final platting.
12. Watershed protection overlay districts,
13. Critical areas of watersheds,
14. Class 1 streams,
15. Class 2 streams,
16. Lakes and impoundments,
17. Jurisdictional wetlands,
18. Undisturbed buffer easements,
19. Vegetated setbacks,
20. Construction limits,
21. Stormwater facility easements,
22. Floodplain protection overlay districts,
23. Floodways,
24. Base flood elevation,
25. All Existing and proposed utilities.

#### B. Parcel Data.

1. Existing tract boundaries shown by a heavy line along with all bearings and distances,
2. Total number of lots existing before the proposed subdivision,
3. Legal or deed description of the property,
4. Proposed lot lines with scaled dimensions and lot numbers,
5. Lines showing the different phases of the subdivision, if applicable,
6. Names and property identification numbers of adjoining property owners and subdivisions, both of record and proposed (if known), and
7. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership.

**C. Right-of-Way and Easement Information.**

1. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, proposed functional classifications for streets, sight triangle easements and typical cross-sections,
2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
4. Proposed private sewer easements and facilities,
5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
7. Proposed open spaces, including labels for easement types and widths, and details.
8. Proposed private wall easements.

**D. Site Calculations.**

1. Total acreage of tract,
2. Total number of lots in the subdivision,
3. Net acreage included in lots,
4. Number of lots in each phase,
5. Total acreage of open space, including subtotals for acreage of passive and active open spaces,
6. Total acreage in street rights-of-way, and

7. Total linear footage of each individual street center-line, measured from the center of an intersection through the center of the street to the next intersection.

**E. Zoning-Related Data.**

1. Zoning classification and district lines on the tract and adjoining properties,
2. Building setbacks in table format.

### **5.2.3. OTHER REQUIRED FORMS AND PLANS.**

Depending on the type of development, and the timing of development, other plans may be required.

- A. Completed Street Name and Review Confirmation Sheet,
- B. Completed Stormwater Management Plan as required in Articles 4 and 6.1.
- C. Completed Open Space Provision and Maintenance Plan as required in Article 10 and the location and size of parks, school sites, open space areas, etc. and their ownership, legal instruments showing dedication of open space to a public entity (if necessary), a copy of restrictive covenants regarding open space. Architectural Elevations, in color.
- D. Tree save calculations within open space (if applicable) as required in Section 11.9.

### **5.2.4. CONSIDERATIONS FOR APPROVAL.**

Staff recommendations and/or decisions regarding approval of a preliminary plat shall be based on the following:

Approval of preliminary plats are administrative in nature and decisions regarding approval of a preliminary plat shall be based on the following:

- A. Whether all applicable information has been submitted confirming that the application adheres to all requirements of this Ordinance; and
- B. Whether the preliminary plat has been prepared in accordance with the standards of this Ordinance; and
- C. The City's ability to provide the proposed development with capacities for utilities, such as wastewater treatment or potable water and other municipal services. Developers are required to install all required utility infrastructure within subdivisions; and
- D. Compliance with street connectivity requirements of Section 10.2.6.

### **5.2.5. APPROVAL PROCESS.**

- A. Subdividers shall submit the following to the Planning Department:
  1. A completed preliminary plat application,

2. A digital copy of the preliminary subdivision plat in pdf form, uploaded to the Plan Review Online Submittal and Access System as detailed on the Planning and Neighborhood Development Department's webpage. Preliminary subdivision plats shall be formatted to meet the size, scale, and content requirements of this subsection,
  3. Other required forms and plans listed in subsection (3) above must be submitted as a part of this approval process, and
  4. A review fee as specified in the most recent annual Budget Ordinance fee schedule.
- B. The Development Review Committee shall examine the preliminary plat and make a recommendation to the Administrator.
- C. Incomplete plats and/or plat applications shall be returned to the applicant and will not be reviewed by City staff until revised and resubmitted.
- D. The applicant shall revise the proposed plat if necessary, in accordance with City staff review comments and upload the revised plat along with any another fees or materials that may be required.
- E. Preliminary subdivision plats that are in accordance with all applicable standards of this Ordinance and the Manual shall be approved by the Administrator upon concurrence of the DRC.
- F. Once the Administrator has acted on a preliminary plat, it shall be made a matter of record as follows:
1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with the Planning and Neighborhood Development Department.
  2. Approved plats shall be indexed and filed by Planning.
  3. If the preliminary plat is denied, the petitioner may, in accordance with 160D-1403, appeal by filing an action in superior court seeking appropriate declaratory or equitable relief within thirty (30) days from receipt of a written notice as provided by 160D-403(b).
- G. The preliminary plat shall be valid for three years from the date of approval. A preliminary plat shall become void if work on furtherance of plat has not commenced within the three-year period and a new application will be required to develop the site. Furtherance of the plat shall be defined as grading or approval of construction plans or erosion and sedimentation control plans. If furtherance of the plat has occurred, the plat will remain valid and in force and may be completed in accordance with the approved plan.



- H. The Administrator may approve an extension of one (1) year for the preliminary plat upon presentation of evidence that the developer is actively working toward furtherance of the plat (such as being involved in the development of or review of construction plan documents). The developer shall request the extension in writing and shall include evidence as required by the Administrator. The Administrator may consult with the Director of Engineering or other members of the DRC as necessary, and shall respond in writing, citing reasons for approval or denial of the extension.

#### **5.2.6. ALLOWABLE ACTIVITIES WITH A VALID, APPROVED PRELIMINARY SUBDIVISION PLAT.**

- A. Applicants may submit construction plans to the Planning and Neighborhood Development Department.
- B. Applicants may enter into contract(s) to sell some or all of the land subject to the preliminary plat provided that all of the requirements of N.C. Gen. Stat. §160D-807 are met.

#### **5.2.7. REVISIONS OF THE PRELIMINARY PLAT AFTER PLANNING & ZONING COMMISSION APPROVAL.**

If the preliminary plat is modified after approval, the applicant shall repeat the process in Subsection 5.2. After consultation with the City's Engineer(s) the Administrator shall be authorized to approve amendments.

- A. Changes to infrastructure and utility design may be approved through the construction plan approval process in 5.6.

## **5.3. FINAL PLATS**

### **5.3.1. SIZE AND SCALE.**

Final plats must meet the size requirements of NCGS § 47-30 and the Cabarrus County Register of Deeds: 18"x24" or may be filed electronically at such time as authorized by Cabarrus County and the City of Concord. Final plats shall be prepared at a standard scale for which one (1) inch equals a distance of one hundred (100) feet or less, such as twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet.

### **5.3.2. CONTENTS.**

All final plats are subject to mapping requirement of NCGS § 47-30. All the contents required for final plats shall show sufficient data to readily determine and accurately reproduce (on the ground) the location, bearing, and length of every boundary, line, right-of-way, and easement (including the radius and other data for curved lines), to an appropriate accuracy, and in conformance with good surveying practice.

#### **A. General Information.**

1. Plat title,
2. Revision number,
3. Legend,
4. Vicinity map depicting the location of the subdivision relative to the municipal limits and the surrounding area,
5. Surveyed boundaries of wetlands, floodways, and one-hundred-year floodplains, and
6. Existing and proposed waterbodies, railroads, bridges, culverts, and storm drains on the tract and on adjoining property within 100 feet.

#### **B. Parcel Data.**

1. Existing tract boundaries shown by a heavy line along with all bearings and distances,
2. Legal or deed description of the property may be submitted in a separate document,
3. Proposed lot lines with scaled dimensions, bearings, and lot numbers,
4. Lines showing the different phases of the subdivision, if applicable,
5. Names and property identification numbers of adjoining property owners and subdivisions, both of record and proposed (if known),
6. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership.

**C. Right-of-Way and Easement Information.**

1. Proposed and existing streets, sidewalks, and pedestrian rights-of-way and easements, including street names and right-of-way widths on subject and adjacent properties,
2. Site triangle easements meeting the standards shown in the *Manual*,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
4. Proposed private sewer easements and facilities,
5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
7. Proposed open spaces, including labels for easement types and widths.
8. Proposed Private Wall Easements.

**D. Site Calculations.**

1. Total acreage of tract,
2. Total number of lots existing before the subdivision,
3. Total number of lots in the subdivision,
4. Net acreage included in lots,
5. Number of lots in each phase,
6. Total acreage of open space, including subtotals for acreage of passive and active open spaces,
7. Impervious surface area, given in square feet,
8. Proposed utility dedications in linear feet,
9. Total acreage in street rights-of-way, and
10. Total linear footage of each individual street centerline, measured from the center of an intersection through the center of the street to the next intersection.

**E. Zoning-Related Data.**

1. Zoning classification and district lines on the tract and adjoining properties,
2. Building setbacks in table format.

**F. Certificates required on All Final Plats.** The following certificates shall be provided and signed as indicated by the signature title.

**1. Certificate of Ownership and Offer of Dedication.**

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

BY: \_\_\_\_\_  
Owner Date

**2. Certificate of Survey and Accuracy.**

I, \_\_\_\_\_, certify that this map was (drawn by me) (drawn under my supervision) from (an actual survey made by me) (an actual survey made under my supervision) (deed description recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, etc.) (other); that the error of closure as calculated by latitudes and departures is 1: \_\_\_\_\_; that the boundaries not surveyed are shown as broken lines plotted from information found in Book \_\_\_\_\_, Page \_\_\_\_\_, that this map was prepared in accordance with General Statute § 47-30 as amended.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Surveyor License or Registration Number

**3. Certificate of Final Plat Approval.**

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the \_\_\_\_\_ Subdivision was approved by the Administrator with the concurrence of the Development Review Committee at their meeting on \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Date \_\_\_\_\_ Planning and Neighborhood Services Director or Designee

**4. Certificate of Acceptance of Offer of Dedication.**

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on \_\_\_\_\_, 2\_\_\_\_.

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

**5. Plat Review Officer Certificate (as required by NCGS § 47-30.2).**

State of North Carolina  
County of Cabarrus

I, \_\_\_\_\_, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

\_\_\_\_\_  
Review Officer \_\_\_\_\_ Date

**G. Additional Certificates Required on Final Plats for Major Subdivisions.**  
The following certificates shall be provided and signed as indicated by the signature title.

**1. CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD

\_\_\_\_\_  
NAME OF SUBDIVISION

\_\_\_\_\_  
NAME OF STREETS IN SUBDIVISION

\_\_\_\_\_  
SUBDIVIDER

I hereby, to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signed:

\_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER

\_\_\_\_\_  
REGISTRATION NO.                      DATE

NORTH CAROLINA  
CABARRUS COUNTY

**2. Certificate of Streets, Water, and Sewer System Approval and Other Improvements.**

I hereby certify that all publicly maintained streets, storm drainage systems, water and sewer systems and other publicly maintained improvements and any privately maintained water quality “Stormwater Control Measure (SCM)” shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Engineering

- H. Additional Certificate Required on Final Plats for Exempt Subdivisions.**  
The following certificate shall be provided and signed as indicated by the signature title.

**1. CERTIFICATE OF EXEMPTION PLAT APPROVAL**

I hereby certify that the proposed subdivision is exempt from the City of Concord subdivision ordinance and that the resulting lots meet the minimum standards of the Concord Development Ordinance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Planning and Neighborhood  
Development or Designee

**5.3.3. CONSIDERATIONS FOR APPROVAL**

- A.** No final plat for a major subdivision shall be approved until:
1. A preliminary plat for the property has been prepared and approved in accordance with Subsection 5.2,
  2. Construction plans have been approved in accordance with Section 5.6.5,
  3. All infrastructure is complete and fully functional including storm water, sanitary sewer, water (jumper removed), aggregate base, asphalt base, curb, street signs, asphalt connection to collector or primary road, temporary turnaround at next connecting phase, etc. ,performance surety secured for final surface, street trees, perimeter buffers and sidewalks not fronted by residential units or any other amenity, walking trail, park etc., and
  4. All applicable permits and encroachments, including but not limited to those required for infrastructure extensions and driveway connections to streets, have been received.
- B.** If a preliminary plat is approved subject to conditions or labeling corrections, the final plat shall not be approved until a corrected copy of the preliminary plat has been filed with the Planning and Neighborhood Development Department.
- C.** Minor variations between the preliminary plat and subsequent final plat(s) are permissible, but the Administrator / Development Review Committee may require the applicant to revise the preliminary plat and re-submit it for approval if construction drawings or a subsequent final plat does not adequately match the approved preliminary plat.



- D. Completion of all required public improvements shown on the City of Concord approved preliminary plat and construction plans, or posting of a performance security in accordance with 5.7.4.6, the Construction section below, and offering a dedication of the improvements to the City.

#### **5.3.4 APPROVAL PROCESS.**

- A. A digital copy of the final subdivision plat in pdf form, uploaded to the Plan Review Online Submittal and Access System as detailed on the Planning and Neighborhood Development Department's webpage. Two copies of the final plat shall be submitted to the Planning and Neighborhood Development Department after construction plans have been approved in accordance with Sec. 5.6.5. Additionally, all other required forms and plans listed in this subsection shall be submitted.
- B. The Development Review Committee shall conduct a technical review of the final plat within the time specified in the Manual.
- C. Dedication(s) of property to the City shall be considered by the City Council for acceptance of dedication and maintenance.
- D. In the event that the final plat is denied, the petitioner may, in accordance with 160D-1403, appeal by filing an action in superior court seeking appropriate declaratory or equitable relief within thirty (30) days from receipt of a written notice as provided by 160D-403(b).

#### **5.3.5. ALLOWABLE ACTIVITIES WITH A VALID, APPROVED FINAL PLAT.**

Sale or transfer of ownership of lots or parcels of land by reference to a plat of a subdivision PROVIDED THAT such plat has been duly recorded with the Register of Deeds. Final plats not recorded within thirty (30) days of approval are null and void. A subdivider may obtain building permits, zoning compliance permits, and certificates of occupancy.

#### **5.3.6. RECORDATION.**

- A. **Plats Not Approved by the City.** No final plat shall be recorded with the Cabarrus County Register of Deeds until the City has approved it in accordance with the provisions of this Article.
- B. **Plats Approved by the City.** All final plats approved by the City in accordance with the provisions of this article shall be recorded with the Cabarrus County Register of Deeds.
- C. **Recorded Plats.** A true original mylar plat as certified by the Register of Deeds must be returned to the Planning and Neighborhood Development Department within 24 hours of recordation. Such plat must show the date and time of recordation, the map book and page number, and the signature of the Register of Deeds official.

## 5.4. SITE PLAN CONTROLLED DEVELOPMENT

### 5.4.1. PURPOSE.

The purpose of this Section is to ensure that proposed site plan-controlled development provide adequate information to ensure constructability and compliance with City regulations. These developments are approved in conjunction with a site-plan controlled zoning petition, such as a Planned Unit Development or a conditional district petition, or in conjunction with a Special Use Permit application. In addition, site development review considers the siting of structures and related site improvements to promote harmonious relationships with adjacent developments.

### 5.4.2. APPLICABILITY.

There are a range of details that may be associated with a conditional zoning: from a “bubble plan” to a more fully designed site plan. The remainder of this subsection outlines the requirements for a variety of levels of details. A site plan designed to the standards below is required to be submitted along with an application for a conditional district rezoning or special use permit. For plans submitted with a lesser degree of detailing, the Planning and Zoning Commission may condition approval on a second hearing to attach a more detailed site plan to the site with applicant consent. Site-plan controlled developments involving residential subdivisions, may also be designed to preliminary plat standards for rezoning hearing.

**TABLE 5.2 Types of Site Development and their Approving Bodies**

When Required	Review and Approval Process	Approved by:
Conditional <u>district</u> zoning amendments, special use permits	(1) First Review / Approval of Proposed Site Plan	Planning & Zoning Commission
	(2) Technical Site Plan (prepared in accordance with Section 5.6)	Administrator upon the recommendation of the Development Review Committee

### 5.4.3. SITE PLANS.

- A. **Size and Scale.** No specific size requirements apply to site plans. Site plans shall be prepared at a standard scale for which one (1) inch equals a distance of twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet.
- B. **Contents.** Site plans shall depict or contain the information set forth below:
- C. **Minimum Requirements for All Site Plans.**
  - 1. Title,
  - 2. Development Name
  - 3. Developer and Engineer Contact Information
  - 4. Scale
  - 5. A boundary survey and vicinity map showing the property's total acreage, existing and proposed zoning classification(s), location in relationship to major streets, railroads, the date, and a north arrow;
  - 6. Zoning classification and district lines on the site and adjoining properties,
  - 7. Building setbacks.
  - 8. All existing easements, reservations, and rights-of-way;
  - 9. Existing and proposed points of access to public streets and to adjacent property
  - 10. Location of 100-year floodplains and location of proposed stream buffers as specified in Article 4
  - 11. General parking and circulation plans
  - 12. Additional data and information as specified in Article 9, if applicable
  - 13. Existing tract boundaries shown by a heavy line along with all bearings and distances,
  - 14. Legal or deed description of the property,
  - 15. Names and property identification numbers of adjoining property owners and subdivisions, both of record and proposed (if known),
  - 14. Revision number and date,
  - 15. Legend,
  - 16. Existing topography with a minimum four-foot contour interval,
  - 17. Boundaries of wetlands, floodways, and one-hundred-year floodplains (These boundaries shall be surveyed in the final site plan.), Base Flood Elevations, watershed protection overlay districts, critical areas of watersheds, Class 1 streams, Class 2 streams, lakes and impoundments, jurisdictional wetlands, stream buffers,
  - 16. Existing and proposed areas for structures,

- a. Elevations, if known, or precedent imagery
  - b. Proposed use of all land and structures including the number of residential units and square footage of nonresidential development;
- 15. Existing and proposed impervious surface area and/or limit, given in square feet,
- 16. Existing and proposed waterbodies, railroads, bridges, culverts, and storm drains on the tract and on adjoining property within 100 feet, and
- 17. Anticipated date of final platting, if relevant.
- 18. Proposed and required screening and landscaping as specified in Article 11;
  - a. Undisturbed buffer easements,
  - b. Vegetated setbacks,
  - c. Details
  - d. Any proposed tree save areas

**C. Additional Details that may be provided by the applicant or required by Staff or the Planning and Zoning Commission**

The list of details below is not designed to be all-inclusive, but rather to serve as examples that may be required in the evaluation of a site plan-controlled rezoning or special use permit request.

- 1. Construction limits,
- 2. Stormwater facility easements,
- 3. All existing and proposed utilities.
- 4. All proposed utility connections.
- 5. Proposed lot lines with scaled dimensions and lot numbers,
- 6. Lines showing the different phases of the subdivision, if applicable,
- 7. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership,
- 8. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, site triangles at intersections, proposed functional classifications for streets, and typical cross-sections,
- 9. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
- 10. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
- 11. Labeled proposed and existing drainage and stormwater controls, including labels for easement types and widths,
- 12. Labels for buffer easement types and widths, and

13. Proposed open spaces, including labels for easement types and widths.
14. For PUD, TND, TOD or MX districts and conditional uses, total acreage of open space, including subtotals for acreage of passive and active open spaces.
15. Memo describing stream channels as delineated on-site with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle,
16. Traffic Impact Analysis (TIA) in accordance with Chapter 52 of the City Code of Ordinances, and Article 8 of the Technical Standards Manual (TSM).
17. Fire and Life Safety Plan that includes fire apparatus turning overlay, hydrant locations, and hose pull lengths.
18. Maximum proposed building height.
19. Construction type and materials
20. Size of largest building
21. Additional plans, such as acoustic study, illumination/light impact study, if required by the administrator.
22. Additional site details: trash enclosure locations, mailbox clusters, bus shelters, transit stops, loading spaces, typical lot detail.
23. Existing and proposed retaining wall locations and associated private easements.

#### **5.4.4. CONSIDERATIONS FOR APPROVAL.**

Recommendations and decisions regarding the approval of a site development plan shall be based on the following:

- A. Whether all applicable information has been submitted confirming that the application adheres to all requirements of this Ordinance; and
- B. Whether the site plan has been prepared in accordance with the standards of this Ordinance; and
- C. The City's ability to support the proposed development with utilities and other municipal services.
- D. CDO standards for special use permits or rezoning applications as applicable.

#### **5.4.5. APPROVAL PROCESS.**

A. Developers shall submit the following to the Planning and Neighborhood Development Department:

1. A site-plan controlled zoning district application or special use permit application, a site plan adhering to the requirements set forth in this section (5.4), and any supplemental documentation that may be required by City Staff or the Planning and Zoning Commission.

2. A review fee as specified in the most recent annual Budget Ordinance for a site-plan controlled zoning district application or a special use permit.
  3. Digital Information. A digital vector file of all impervious surfaces using the coordinate system specified in the Manual or alternatively, a spreadsheet listing each impervious surface as specified in the Manual.
- B. The Development Review Committee shall review the site plan and make a recommendation to the Administrator.
  - C. Incomplete site plans shall be returned to the developer and will not be reviewed by City staff until revised and resubmitted.
  - D. The developer shall revise the proposed site plan if necessary, in accordance with review comments and re-submit the revised plan along with any other materials that may be required.

#### **5.4.6. RECORD OF APPROVAL.**

- A. For Special Use Permits, PUD, TND, TOD, or MX Districts and all Conditional district or site-plan controlled zonings, the Administrator shall present site plans that have been approved by City staff to the Planning & Zoning Commission. Once the Planning & Zoning Commission has taken action on the zoning petition or special use permit application and the corresponding site plan, it shall be made a matter of record as follows:
  1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with Planning and Neighborhood Development.
  2. Approved site plans shall be indexed and filed by Planning and Neighborhood Development.

#### **5.4.7. EXPIRATION of APPROVAL**

- A. Site plans submitted in conjunction with a conditional district zoning application or special use permit do not expire but may require amendment if thresholds set forth in the CDO are exceeded.

#### **5.4.8. ALLOWABLE ACTIVITIES WITH A VALID, APPROVED SITE PLAN.**

- A. Developers may submit a preliminary plat and/or construction plans to the Planning and Neighborhood Development Department.

#### **5.4.9. REVISIONS OF SITE PLANS AFTER APPROVAL.**

If the site plan is modified after the Planning & Zoning Commission approves it, the applicant shall repeat the process in Subsection 5.4 unless the Administrator or his/her



designee has been authorized to approve the amendments and approve those amendments. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:

1. Increasing the number of buildings;
2. Increasing the number of dwelling units or the approved density of the project;
3. Addition of access points to a public street;
4. Reducing number of parking spaces, landscaping, buffers or setbacks below minimum standards or prior Board/Commission approval, whichever is more restrictive;
5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
6. Reducing open space to less than was approved;
7. Increasing the mass or height of buildings; and
8. Changing the permitted uses

## 5.5. LOT STANDARDS

### 5.5.1. PURPOSE.

This Section establishes standards to guide the design and review of proposed developments, involving the layout or development of lots and their relationship to streets and other public facilities. Lot size and density shall be determined based on the current zoning district of the development as provided in Articles 7 and 9. Lots shall meet or exceed zoning district standards and shall be designed for their potential uses, so that adequate buildable area is provided along with adequate room for required setbacks (see Article 7, Table 7.7-1.) and buffer yards as applicable (see Article 11).

### 5.5.2. APPLICABILITY.

The provisions of this subsection shall apply to any newly created or proposed lot or parcel resulting from a subdivision of land as provided for in this Article.

### 5.5.3. ACCESS.

- A. Every lot resulting from a subdivision of land as provided for in this Article shall abut and have direct access to a publicly maintained street or other public rights-of-way legally dedicated, except as provided below.
- B. **Exceptions.**
  - 1. Parcels within nonresidential subdivisions and developments, provided that adequate paved access is available for emergency and public safety vehicles and access;
  - 2. Town home lots where the individual lots are separated from a public right-of-way by a strip of land under common ownership by the owners of the town home lots;
  - 3. Lots with vehicular access to privately maintained alleys, created within the provisions of this Ordinance; and
  - 4. Lots fronting on approved private streets.
- C. **Street Frontage.** Lots shall be designed with adequate frontage for the purpose of providing direct physical access to the property from public streets for vehicles and utilities and for public safety equipment. For proposed subdivisions with frontage on a thoroughfare street, the maximum number of lots to be created shall be limited to five (5) lots. Any proposed subdivision proposing more than five lots shall require the additional lots to be served by a newly constructed internal public street.
- D. **Restrictions on Block and Cul-de-sac Lengths.** The purpose of this subsection is to discourage long blocks lined with homes and other buildings, which reduces street connectivity and diminishes the efficiency of public and safety services, while increasing distances between residences and non-residential destinations or public gathering places. In the AG, RE, I-1, and I-2 zoning districts there shall be no maximum block length. In all other

zoning districts, the maximum length of any blocks shall be as stated in Section 10.1.3. Cul-de-sac lengths shall be as stated in the Manual. Block length shall be measured from the centerline of an intersecting street to the centerline of the next intersecting street or the center point of the terminus of the street..

#### **5.5.4. GENERAL EXCEPTIONS FOR CERTAIN KINDS OF LOTS.**

- A. Corner Lots.** Side lot lines of lots abutting a public or private right-of-way shall (to the extent practicable) run at right angles to the right-of-way line, or in the case of cul-de-sacs or curvilinear street rights-of-way, radial to the curve.
- B. Cul-de-Sac Lots.** A lot located on a cul-de-sac that does not maintain the minimum required width along the public street frontage shall provide:
  - 1. Lot frontage of at least 50 percent of the minimum required, but in no case less than 25 feet, whichever is greater;
  - 2. Lot area equal to or greater than the minimum lot area (if one is specified); and
  - 3. The minimum required lot width at the actual front setback of the primary structure and not necessarily at the minimum front setback set forth in this Ordinance.
- C. FLAG LOTS.**
  - 1. **Justification for Flag Lots.** Upon recommendation of the DRC, the Administrator may approve flag lots if evidence is provided that physical hardships prevent development of land using conventional lot design and all other provisions of this ordinance are met..
  - 2. **Minimum Pole Widths.** The minimum width of the "pole" portion of a flag lot shall be twenty-two (22) feet for residential lots and thirty (30) feet for non-residential lots. The "pole" portion of the lot shall have maximum length not to exceed 250 feet.

#### **5.5.5. OPEN SPACES.**

Dedicated open space shall comply with the requirements of this Ordinance in addition to the standards set forth herein. Articles 4 and 6.5 [new Article 10].

#### **5.5.6. PERIMETER BUFFER YARD FOR RESIDENTIAL SUBDIVISIONS (THESE STANDARDS SHALL APPLY TO MAJOR SUBDIVISIONS ONLY).**

- A.** A buffer yard shall be required along the perimeter of a residential subdivision in order to separate residential lots from:
  - 1. Abutting a thoroughfare; and
  - 2. Abutting non-residential uses.

- B. The buffer yard for abutting non-residential uses shall be designed and landscaped per Article 11 of this Ordinance. The buffer yard for abutting a thoroughfare shall be a Type D buffer as set forth in Article 11 of this Ordinance.
- C. All required buffer yards shall be platted as common areas and may be included as “open space” subject to the standards and criteria as set forth in Articles 10 and 11 of this Ordinance.

## 5.6. CONSTRUCTION PLANS

### 5.6.1. PURPOSE.

The Purpose of this section is to ensure that any development involving new building, parking, landscaping, utilities, buffers, etc. is done in accordance with all applicable City and State codes and standards.

### 5.6.2. APPLICABILITY.

No person shall develop, grade, or construct buildings or structures or extend or modify any infrastructure related to any subdivision or site development without making an application for, and receiving approval of, a site plan or subdivision plat and complying fully with the provisions of this ordinance and all other state and local laws and regulations.

### 5.6.3. SIZE AND SCALE.

Construction plans shall be prepared on 24-inch by 36-inch white paper at a horizontal scale of one (1) inch equals a distance of twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet and a vertical scale of one (1) inch equals a distance of four (4) feet.

### 5.6.4. CONTENTS.

Construction plans shall depict all drawings and specifications needed to result in the construction of improvements required by the Code of the City of Concord and Concord Technical Standards Manual as adopted by the City. At a minimum, construction plans shall legibly depict or contain the information set forth below.

#### A. General information.

1. Development name,
2. Developer and engineer contact information,
3. Distinct title and number for each sheet,
4. Revision number(s) and date(s),
5. Scale,
6. North arrow,
7. Legend,
8. Vicinity map depicting the location of the development relative to the municipal limits and the surrounding area,
9. Licensed professional's seal and signature as required by NC General Statutes,
10. Elevation control markers and monuments,
11. Existing topography with a minimum four-foot contour interval,
12. Labeled boundaries of waterbodies, wetlands, floodways, and one-hundred-year floodplains
13. Existing and proposed impervious surface areas, given in square feet,
14. All existing and proposed wells, railroads, bridges, culverts, storm drains, and natural features within 200 feet of the development, and

15. Lines showing the different phases of the development, if applicable.
16. Memo describing stream channels as delineated onsite with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle
17. Existing and proposed structures.
18. Construction limits
19. Anticipated date of final platting (if applicable)
20. Proposed lot lines with scaled dimensions and lot numbers (if applicable)
21. Size of largest building
22. Fire apparatus turning radius overlay
23. Solid waste turning radius overlay
24. Height of tallest building
25. Building materials and construction style
26. Related zoning and preliminary plat case numbers (if applicable)
27. Zoning conditions (if applicable)
28. Existing and proposed retaining wall locations

**B. Parcel Data.**

1. Names and property identification numbers of adjoining property owners and subdivisions and/or other developments, both of record and proposed, if known, and
2. Location and size of parcels supporting community services, such as parks, schools, open space areas, etc. and their ownership (if any are located in the site planned development),
3. Existing tract boundaries shown by a heavy line along with all bearings and distances
4. Existing and proposed easement locations.

**C. Utility and Drainage Information.**

1. Utility location service contact information,
2. Sheet(s) containing both plan views of all proposed waterlines with a center-of-pipe profile of all waterlines with diameters greater than twelve (12) inches at a scale of one inch to forty feet,
3. Sheet(s) containing both plan views of all proposed sanitary sewer lines with a center-of-pipe profile of all proposed sanitary sewer lines at a scale of one inch to forty feet horizontal and one inch equals four feet vertical,
4. Sheet(s) containing both plan views of all proposed stormwater pipes and channels with a center-of-pipe/channel profile of all proposed stormwater pipes and channels at a scale of one inch to forty feet horizontal and one inch equals four feet vertical,

5. And at each crossing of another utility,
6. Existing utilities on and within 100 feet of the development,
7. Note referencing Chapter 62 of the Code of the City of Concord, the WSACC Standard Specifications, and State requirements,
8. Waterline stationing,
9. Sanitary sewer line stationing,
10. Sanitary sewer invert elevations and slopes,
11. Manhole diameters, and
12. Sufficient details.

**D. Transportation Information.**

1. Proposed street names and State road numbers,
2. Proposed street stationing,
3. Sheet(s) containing both plan views of all proposed streets with a center-of-street profile of all proposed streets, and
4. Traffic control devices.
5. Ramps required by the Americans with Disabilities Act (ADA).

**E. Right-of-Way and Easement Information.**

1. Proposed streets, sidewalks, and pedestrian ways, including street names, right-of-way widths, vehicular access points, sidewalks, pavement widths, centerline curve radii, proposed functional classifications for streets, typical cross-sections, sight triangles, street centerline stationing.
2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including right-of-way widths, vehicular access points, sidewalks, pavement widths, center-line distance of each street measured from the center of intersection to the next intersection and centerline curve radii,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, maintenance and access and etc., including labels for easement types and widths,
4. Labeled proposed and existing drainage and stormwater controls, including labels for easement types and widths,
5. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, etc., including labels for easement types and widths, and
6. Proposed open spaces, including labels for easement types and widths.
7. Proposed private wall easements.

**F. CALCULATIONS.**

1. Total number of lots in the subdivision, if applicable,
2. Number of lots in each phase, if applicable,

3. Total acreage of open space, including subtotals for acreage of passive and active open spaces, along with required tree preservation areas as specified in Article 11 (if applicable),
4. Total linear footage of each individual street,
5. Total linear footage of each diameter size of waterline,
6. Peak potable water demand in gallons per minute,
7. Total linear footage of each diameter size of sanitary sewer line,
8. Peak wastewater generated with estimated inflow and infiltration for a 5-year storm event in gallons per minute,
9. The information stated in the Manual for pump station cycle times, storage and associated pump curves,
10. Pavement design calculations and associated AASHTO Soil Classification information for streets to be dedicated to a government.

**G. Electrical Utility Information.**

Electrical riser diagram for service entrance requirements as shown in the *Manual*. (For City owned electrical utilities only.)

**H. Other Required Forms and Plans.** Depending on the type of development, and the timing of development, other plans may be required.

1. Approved Street Name and Review Confirmation Sheet,
2. Approved Stormwater Management Plans as required in Article 4.
3. Approved Open Space Provision and Maintenance Plan as required in Article 10.], and the location and size of parks, school sites, open space areas, etc. and their ownership, legal instruments showing dedication of open space to a public entity (if necessary), a copy of restrictive covenants regarding open space.,
4. Completed Street and Driveway access permit application: approved driveway permit necessary prior to Construction Drawing approval.
5. Completed Traffic Impact Study (TIS), if required.
6. Copy of the approved preliminary subdivision plat, if applicable.
7. Completed architectural plans for multi-family and non-residential development in accordance with Article 7.
8. Third party approvals.
9. Fire and Life Safety Department Confirmation of Acknowledgement and Acceptance

**5.6.5. CONSIDERATIONS FOR APPROVAL.**

- A. Conformity with Approved Plat.** The number and configuration of lots on construction plans for subdivisions shall match the number and configuration of lots on the subdivision's approved preliminary plat.
- B. Third Party Permits.** Third party permits, such as driveway permits, utility permits, environmental permits, sedimentation and erosion control



permits, must be approved prior to release of the construction drawings for construction.

#### **5.6.6. APPROVAL PROCESS FOR CONSTRUCTION DRAWINGS.**

A. Developers shall submit the following to the Planning and Neighborhood Development Department:

A digital copy of the construction plans (in pdf form) meeting the size, scale, and content requirements of this subsection and the Manual. The plans shall be uploaded to the Plan Review Online Submittal and Access System as detailed on the Planning and Neighborhood Development Department's webpage.

1. Other Required Forms and Plans.
2. Completed Traffic Impact Study in accordance with Article 8 of the TSM and Section 50-125 of the City of Concord Code of Ordinances.,
3. Completed utility permit applications in accordance with Sec. 62-77 of the Code of the City of Concord.
4. A review fee as specified in the most recent annual Budget Ordinance.

B. The Development Review Committee shall examine and review the construction plans.

C. Incomplete plans shall be returned to the developer and will not be reviewed by City staff until revised and resubmitted.

C. The developer shall revise the proposed plan if necessary, in accordance with Development Review Committee comments and re-submit revised copies along with any another fees or materials that may be required.

E. Once the construction plan has been approved by the Director of Engineering or an individual under his/her direct control, it shall be made a matter of record as follows:

1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with the Engineering Department.
2. Approved plans shall be indexed and filed by the Engineering Department.

#### **5.6.7. REVISIONS OF THE CONSTRUCTION PLAN AFTER APPROVAL.**

A. Deviations from the approved engineering plans and specifications or changes in site conditions shall be submitted in writing by the engineer to the Director of Engineering for written approval prior to any further construction or installation activity.

B. Modifications to the approved plans requiring federal, state, and local regulatory approval shall be the responsibility of the owner, developer, or their contractor

and/or engineer. The owner / developer shall assume full responsibility for acquiring the applicable regulatory permits and approvals, prior to further construction or installation activity.

- C. The developer shall hold the City and its officers and agents harmless of any responsibility or liability, upon the failure of the developer or owner to obtain required regulatory approvals prior to further construction activity and the developers' failure to adhere to regulatory requirements during the construction activities.

## 5.7. CONSTRUCTION

### 5.7.1. PURPOSE.

The purpose of this section is to ensure that the construction of infrastructure is properly installed, inspected and documented.

### 5.7.2. PRE-CONSTRUCTION RESPONSIBILITIES.

- A. Once plans and permits are approved, the City of Concord designee schedules the pre-construction meeting with the Developer, Engineer, Contractor and other internal and external stakeholders.
- B. It shall be the responsibility of the applicant to notify the Director of Engineering (or his/her designee) at least 72 hours prior to the commencement of construction.

### 5.7.3. INSPECTION.

- A. A. Inspections shall occur at each of the following stages of construction to ensure conformity with the approved plans, specifications, and standards or as otherwise determined through an owner contract or development improvement agreement. Inspections or lack thereof do not negate the Developers' responsibility of construction to be in compliance with the approved plans, specifications and standards.
  - 1. Site grading and erosion control completion,
  - 2. Underground utility installation, stormwater, sanitary sewer, waterline installation
  - 3. Subgrade preparation prior to aggregate or asphalt base course installation,
  - 4. Immediately prior to aggregate base compaction,
  - 5. Concrete curb and gutter installation,
  - 6. Bituminous intermediate course(s),
  - 7. Subgrade preparation prior to sidewalk and street tree installation, and
  - 8. Final surfacing course prior to seal coat.
- B. Agents of the City and state may observe at any time during the progress of work.
- C. Where inspections are made by individuals or agencies, other than the Director of Engineering (or his/her designee), the applicant shall provide the Director of Engineering with written reports of each final inspection.

All inspections of waterline extensions and sanitary sewer extensions, amenities, walking trails buffers, street signage, other applicable signage, lighting, etc. shall be conducted in accordance with Section 62-86 of the Code of the City of Concord. All inspections of stormwater control and treatment infrastructure shall be conducted in accordance with the *Manual*, Chapter 60 of the Code of Ordinances and Article 4.

#### **5.7.4. CONSTRUCTION RESPONSIBILITIES.**

- A. All improvements required pursuant to these regulations shall be constructed in accordance with the applicable requirements of this Ordinance, and, where applicable, the requirements and authorization of the appropriate state agency, utility company, or local franchisee.
- B. All installations of improvements shall conform to the approved construction plans. In the event that actual construction work deviates from that shown on the approved construction plans, such unapproved work shall constitute a violation of this Ordinance and shall be remedied in accordance with Section 1.5.
- C. The applicant, engineer of record, or the bonded construction contractor shall bear full and final responsibility for the installation and construction of all required improvements according to the provisions of these regulations and the standards and specifications of other public agencies.
- D. If necessary, the applicant shall be required to correct the installed improvements to conform to the approved construction plans. In addition, the Administrator may take such other actions as may be deemed appropriate including, but not limited to, revocation of permits already issued and/or withholding of future approvals and permits until the violation is corrected.

#### **E. Contracts for Future Installation of Improvements**

If developments cannot be completed, under certain conditions the City MAY accept a contract and bond for a delay in the installation of certain required improvements in accordance with NCGS § 160D-804(g) and as detailed below.

- 1. The Administrator may delay the requirement for the completion of required improvements (excluding improvements required to provide for emergencies) prior to issuing a Certificate of Compliance or recordation of the final plat if the applicant enters into an Agreement in which the applicant covenants and agrees to complete all required on-site and off-site public improvements in a time agreed upon by the Administrator.
  - a. For on-site and off-site public improvements, no later than two (2) years following the date upon

which the final plat is recorded. Such period may be extended for up to an additional one (1) year period upon its expiration at the discretion of the Administrator. For the extension a developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the local government, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period. An extension under this subdivision shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.

b. For regulatory stormwater devices, no later than six (6) months following the date upon which the Certificate of Compliance is issued. Such period may be extended for up to one additional six (6) month period upon its expiration at the discretion of the Administrator. For regulatory stormwater devices for Residential Subdivision projects, no later than one (1) year following the date upon which the final plat is recorded and served by the SCM. Such period may be extended for up to two additional six (6) months upon its expiration at the discretion of the Administrator. For the extension a developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the local government, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period. An extension under this subdivision shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the

procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.

2. At the discretion of the Administrator, the Administrator may recommend an Agreement with the developer for a development containing multiple final plats that specifies the timing and sequence of street, water, wastewater, drainage, and park or open space dedication and improvements. Notwithstanding any provision in this Ordinance to the contrary, the Infrastructure Development Agreement shall determine the time when the required improvement or dedication for multiple final plat developments shall occur.
2. The City Attorney and City Council shall approve all Infrastructure Development Agreements as a legislative decision.

**F. Performance Security for Improvements**

1. Whenever the Administrator determines that improvements cannot be completed or installed due to adverse weather conditions or other factors determined to be reasonable by the Administrator, or pursuant to Section 5.7.4(G)(6) below or to an established city policy, a developer may enter into an Agreement with the City. The developer shall be required to provide sufficient security to ensure completion of the required public improvements or private stormwater control measures. The security shall be in the form of an irrevocable letter of credit, surety bond or cash escrow, or another form of guarantee that provides equivalent security.
2. The Director of Engineering (or his/her designee) shall approve the surety bond, letter of credit or cash escrow in an amount that totals up to 125% of the cost of the improvements in the approved construction plan. The applicant shall provide either a bid from their contractor(s) of record for the Director of Engineering to review and approve or the developer's Professional Engineer of record should submit a complete signed and sealed City of Concord Estimate Form to illustrate dollar amount. The dollar amount shall be sufficient to cover all promises and conditions contained in the Agreement.
3. If security is provided in the form of a cash escrow, the applicant shall deposit with the City Finance Director a cash amount or certified check endorsed to the escrow agent for a face value in an amount not less than the amount specified by the Director of Engineering.
4. The cash escrow account shall accrue to the City for administering

the construction, and operation of the improvements.

5. Upon completion, as set forth in Section 5.7.9 below, of all improvements as covered by the Agreement, the Director of Engineering (or his/her designee) shall inspect the work. If the Director determines that the work is satisfactory and complete, the security shall be released. The Director shall permit one reduction of the letter of credit or cash escrow upon approval.
6. Without limiting the above, for public roads, and streets (to include any pavement stripping), sidewalks, street trees, and rights of way, the Director of Engineering may collect a performance security to ensure completion, provided that such project shall not be considered complete except as provided in Section 5.7.9.

**G. Payments - In Lieu of Installation for Curbing, Guttering and Sidewalks Improvements.**

1. In certain cases, upon the request of the applicant, the City may relieve the applicant from the requirement to install curbing, guttering or sidewalks, in return for a payment-in-lieu of the installation. The application procedures and requirements are explained in this subsection.
2. A written application for a sidewalk, curb, and gutter exception is submitted to the office of the Development Services Department demonstrating:
  - A. That the project meets one or both of the following scenarios:
  - B. Where the topography does not allow for the reasonable or practical installation of sidewalks, curbs, and gutters; and/or
  - C. In instances where the ultimate right-of-way width is not yet determined, and/or
  - D. The developer provides an alternate walkway, trail or greenway that is approved by the Administrator following the recommendation of the Development Review Committee; and
  - E. The developer agrees to pay a fee-in-lieu of the required installation and to provide any required rights-of-way and/or easement dedications.
  - F. The “sidewalk, curb and gutter fee” is set annually in the adopted budget ordinance. The fee is based on actual costs for typical construction during the previous fiscal year, times 110% to cover administrative costs and the cost of inflation.
  - G. The fees collected are held in a Sidewalk, Curb, and Gutter Reserve Account (the “Reserve Account”) administered by the City of Concord.
  - H. The Reserve Account is used only for the construction of sidewalks, curbs, and gutters at locations within the same Sidewalk Maintenance Routes/ Zones as the project where the exception was granted.
  - I. **Failure to Comply with Agreement Terms.** If an Agreement has been executed and security has been posted and required

public improvements are not installed pursuant to the terms of the Agreement, the Administrator and/or the Director of Engineering may:

1. Declare the Agreement to be in default prior to the expiration of the guarantee instrument, and require that all public improvements be installed regardless of the extent of completion of the development at the time the agreement is declared to be in default;
2. Obtain funds from the surety and complete the public improvements by itself or through a third party;
3. Assign its right to receive funds from the surety in whole or in part to any third party, including a subsequent owner of the subdivision or addition for whom the public improvements were not constructed, in exchange for the subsequent owner's Agreement to complete the required public improvements; and/or
4. Exercise any other rights available under the law.

#### **5.7.5. AS-BUILT DRAWINGS AND RECORD DRAWINGS.**

As-built drawings and record drawings shall document the location of the items required in Sec. 5.6.4. and shall be prepared and delivered in accordance with Sections 60-86, 62-88 and 62-89, respectively of the Code of the City of Concord, and stormwater control facilities required by the Concord Development Ordinance Section §4.4, regardless of whether the City is accepting the infrastructure for public maintenance or not.

#### **5.7.6. CONSIDERATIONS FOR APPROVAL AND ACCEPTANCE.**

Approval of the installation of improvements by the Director of Engineering shall not constitute acceptance by the City of the improvement for dedication purposes. The installation of improvements in any subdivision shall, in no case, serve to bind the City to accept such improvements for maintenance, repair or operation. Such acceptance shall be subject to the provisions of this Ordinance concerning the acceptance of each type of improvement.



1. **Certificates.** The following certificates shall be provided and executed:
2. **CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD

\_\_\_\_\_  
NAME OF DEVELOPMENT

\_\_\_\_\_  
NAME OF STREETS IN DEVELOPMENT

\_\_\_\_\_  
DEVELOPER

I hereby certify to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this site plan development has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Development Ordinance Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signed:

\_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER

\_\_\_\_\_  
REGISTRATION NO.                  DATE

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

#### **5.7.7. APPROVAL PROCESS.**

The City shall inspect all improvements required by these regulations in accordance with this Ordinance prior to acceptance. The City shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the City has accepted the street or other improvement. When improvements have been constructed in accordance with the requirements and conditions of these regulations and the specifications of this Article, and the applicant has submitted as-built drawings to the Director of Engineering, the City Council may accept the improvements for maintenance by the City, except that this shall not apply to improvements maintained by another entity.

#### **5.7.8. PROCEDURE FOR ACCEPTANCE**

1. The developer may call for an inspection of these improvements and for official acceptance of any infrastructure for maintenance by the public by the City Council
2. If all of the conditions of section 5.7.9. below have been met, the Administrator shall put the matter on the agenda for consideration at a future City Council meeting.
3. If accepted, a written acknowledgment of acceptance or conditioned acceptance shall be forwarded to the developer by the administrator.

#### **5.7.9. CONDITIONS OF APPROVAL.**

The following conditions shall be met before the City Council of the City of Concord will consider accepting infrastructure improvements:

- A. **Rights-of-Way.** Property owner(s) must offer dedications of rights-of-way of a width approved by the City free of charge and clear of all encumbrances. The specific standards for acceptance of easements shall be subject to the *Manual* and any other adopted policy or manual of the City. All easements shall be in full compliance with this Ordinance prior to acceptance. The City will not accept dedication of any street, road, sidewalk, or public right of way, and no street, road, or public right of way shall be considered complete, until the following have been completed:
  - a. the developer's engineer certifies the streets prior to acceptance (Appendix B of Article 2).
  - b. Seventy-five percent (75%) of the lots/buildings in the applicable permitted phase map have been constructed.
- B. **Utilities / Streets / Stormwater Utilities.** When improvements have been constructed in accordance with the requirements and conditions of these regulations and the specifications of this Article, and the applicant has submitted as-built drawings to the Director of Engineering, the City

Council may consider acceptance of the improvements for maintenance by the City. All infrastructure, including street signs and markings under consideration for addition to the city system shall be in an acceptable state of maintenance as determined by the Director of Engineering upon the recommendation of the Development Review Committee. The applicant shall be responsible for removal of all equipment, material, and general construction debris from the subdivision and from any lot, street, public way or property therein or adjacent thereto. Dumping such debris into sewers, onto adjacent property or onto other land in the City is prohibited. The as-built drawings shall include all infrastructure, including those portions of roads and drainage that may be considered private in nature.

- C. **Timing.** All offers of dedication via a subdivision plat or contained on a site plan shall not be accepted until the final plat is approved by the Administrator or Planning & Zoning Commission, and all infrastructure and/or improvements are completed and “as-built” drawings are submitted to the Director of Engineering, and any other conditions imposed by the City Council are met. All utilities and/or infrastructure in a geographic area shall be accepted simultaneously. This sub-section shall not apply to improvements maintained by another entity.
- D. **Private Facilities.** Private streets, roads, travel aisles, parking lots, alleys serving residential, multifamily, commercial, and industrial developments shall not be eligible for acceptance to the City’s street system unless they are designed, built, inspected, and dedicated in accordance with the *Manual* and the requirements of this Ordinance. These provisions shall not relieve the developer or the developer’s agent or contractor of responsibility in notifying the City of completed work and the developer’s request for a City inspection. The agency having jurisdiction shall inspect and approve all completed work prior to the release of any performance guarantees.

#### 5.7.10. POST-CONSTRUCTION RESPONSIBILITIES.

- A. The developer shall be responsible for the material and craftsmanship of all donated infrastructure for a warranty period of one year from the date of ACCEPTANCE in accordance with Section 5.7.8 of the project or the phase of the project.
- B. The City shall have the right to increase the warranty period for atypical construction materials or construction techniques or sub-standard construction
- C. The warranty period shall begin on the date that the City Council accepts ownership of the modification or extension.

D. This warranty shall include any damages that may arise from construction by other utility companies or homebuilders.

E. The City shall relieve the developer of their obligation under the warranty period by performing a one-year warranty inspection, or an inspection at the end of an extended warranty period. Inspections shall include, but are not limited to, a video recording of the interior of all sanitary sewer outfall mains, collection mains, and laterals on a CD, DVD, or equivalent successor media and a recording of the interior of all storm sewer mains, outfalls, and appurtenant items, both within street rights-of-way and in those areas considered to be privately owned and maintained on a CD, DVD, or equivalent successor media. The entire storm drainage system shall be cleaned and be free of mud and debris prior to the video inspection so all defects shall be clearly visible. The mud and debris shall not be discharged into streams or waterbodies, but shall be captured and disposed in a manner acceptable to the City, County, and NCDEQ.

F. Any and all defects found at this time that do not conform to the City's standards or this ordinance shall be repaired or replaced at the developer's expense.

G. Any defects in workmanship and/or materials shall be repaired to the satisfaction of the Administrator or Director of Engineering. Developers are required to make all necessary repairs immediately.

## ARTICLE 14

### DEFINITIONS

*Summary: This Article provides a glossary of terms to be used when interpreting and applying this Ordinance.*

#### Table of Contents

SECTION	PAGE
14.1 General Provisions .....	2

#### 14.1 GENERAL PROVISIONS

##### 14.1.1. TERMS DEFINED

Words contained in this Article are those having a special meaning relative to the purposes of this Ordinance. Words not listed in this section shall be defined by reference to: (1) Chapter 2 of the State Building Code (Standard Building Code, 1997) or, have their common definitions as found in modern dictionaries of the English language. The documents indicated above are hereby incorporated by reference as if set forth in their entirety herein. Words and terms not defined in this A Article but defined elsewhere in the Concord Development Ordinance shall be given the meanings set forth therein. Particular uses not defined herein shall have the meaning assigned in the Use Matrix and the NAICS Manual (see Section 8.2of this Ordinance.)

**SUBDIVISION** - All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definitions nor be subject to the regulations authorized by this part: (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality as shown in its subdivision regulations. (2) The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved. (3) The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors; and (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the municipality, as shown in its subdivision regulations. (5) The division of a

tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

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

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

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

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

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

**SECTION 1:** That Article 3, Zoning Amendments and Hearing Procedures, Section 3.2 Changes to the Official Zoning Map, Section 3.2.9 Rezoning to a Conditional Zoning District, be amended to the following:

**3.2.9 REZONING TO A CONDITIONAL ZONING DISTRICT**

H. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:

1. Increasing the number of buildings;
2. Increasing the number of dwelling units or the approved density of the project;
3. Addition of access points to a public street;
4. Reducing number of parking spaces, landscaping, buffers or setbacks below minimum standards or Board/Commission Approval, whichever is more restrictive;
5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
6. Reducing open space to less than was approved;
7. Increasing the mass or height of buildings; and
8. Changing the permitted uses

The administrator shall respond, in writing, to the petitioner, either approving or denying the administrative amendment. The letter to the petitioner shall explain the reasons behind the approval or denial. In the event of denial, the petitioner may appeal the decision to the Zoning Board of Adjustment in accordance with Section 6.3 or may file a new conditional district zoning petition in accordance with this Article.

**SECTION 2:** That Article 5, Subdivision Plats, Site Plans and Construction Plans be amended to the following:

**Summary:** *Many new developments require the creation of new lots or subdivisions. Others require detailed plans showing most of the features of the*

*new development, such as buildings, parking lots, landscaping, stormwater ponds, and other features. These are called “site plans.” Subdivisions and site plans are the two most common and complex types of plans for new development. As such, they deserve their own article. All site plans and subdivisions must be designed with the environmental requirements of Article 4 in mind. Before designing a subdivision or site plan, please consult Article 4. Subdivisions are approved in a two-step process. First, preliminary plats are approved (Section 5.2). Preliminary plats must conform to the standards for the creation of new lots found in Section 5.5 and Articles 7 and 9. After approval of a subdivision or site plan-controlled development, technical plans for the installation of roads, sanitary sewer, water lines, stormwater control device, and landscaping and bufferings must also be approved. These requirements are found in Section 5.6, (Construction Plans). After the installation of the improvements shown in the construction plans, comes the final approval of the subdivision in Section 5.3, (Final Plats). Site plans (Section 5.4, Site Plan-Controlled Development) are required for developments that require hearing by the Planning and Zoning Commission for conditional district zonings or special use permits. If new lots are created, a subdivision and site plan will be required for the same development. Typically, lots are subdivided before commercial construction drawings are generated. The details on the inspection of new utility infrastructure and acceptance of utilities by the City Council are found at Section 5.7 (Construction). References made in this Article to the Manual are to the “City of Concord Technical Standards Manual” or “TSM”.*

**SECTION 3:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.1 Purpose, 5.1.1.B Subdivision Development be amended to the following:

#### 5.1.1 Subdivision Development

B. Introduction. Subdivisions are divided into two types, minor and major. Each major subdivision is approved in 4 phases: the preliminary plat, the construction drawings, the final plat, which includes offerings of dedications of easement and rights of way, and last acceptance of any offers to dedicate infrastructure for maintenance such as sanitary sewers, sidewalks, water lines, storm sewers, street trees, landscaping and others. Minor subdivisions may not require preliminary plats, at the Administrator’s discretion. The City Engineer or his designees approve construction drawings on the recommendation of the Development Review Committee. Final plats are approved by the staff Administrator on the recommendation of the Development Review Committee (DRC). See Table 5.1 below.

1. **Minor Subdivisions Defined:** Subdivisions of ten or fewer lots, having no public utility extensions, creating no new public streets and where no lot is taking access from a major or minor thoroughfare. Site plan or construction documents shall be required prior to the recording of a minor plat, if any public improvements are required:
  - a. Curb, gutter, and/or sidewalk
  - b. Public Stormwater improvements
  - c. Developer installed utilities
  - d. The Administrator (or designee) may, if necessary, consult with the Development Review Committee (DRC) and may require a site plan or construction documents based upon their findings.

**SECTION 4:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.1 Purpose, 5.1.2 Applicability be amended to the following:

#### 5.1.2 Applicability

No person shall subdivide land and/or file or record a subdivision plat required by this Ordinance with the Register of Deeds and/or sell or transfer a single lot or a single lot in a subdivision plat required by this Ordinance without making and recording a plat and complying fully with the provisions of this ordinance and all other state and local laws and regulations. No person shall create a



subdivision within the jurisdiction of the City of Concord without preparing a plat verifying that all applicable standards are met.

Final and preliminary plats shall be prepared for all major subdivisions and combinations of land, including all divisions of a tract or parcel of land into one or more tracts or parcels created for the purpose of sale or building development (whether immediate or future) and all divisions of land involving the creation of a new street or a change to an existing street except the following:

- A. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots meet or exceed the lot standards in §5.5;
- B. The division of land into parcels greater than ten (10) acres where no right-of-way dedication is required;
- C. The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors;
- D. The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots meet or exceed the lot standards in Article 7 and all of the other standards of this ordinance; and
- E. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

[See also the definition of subdivision in Article 14.]

**SECTION 5:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.2 Preliminary Plat, 5.2.2 Contents be amended to the following:

**C. Right-of-Way and Easement Information.**

- 1. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, proposed functional classifications for streets, sight triangle easements and typical cross-sections,
- 2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
- 3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
- 4. Proposed private sewer easements and facilities,
- 5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
- 6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
- 7. Proposed open spaces, including labels for easement types and widths, and details.
- 8. Proposed private wall easements.

**SECTION 6:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.2 Preliminary Plat, 5.2.4 Considerations for Approval be amended to the following:

**5.2.4 Considerations for Approval**

Approval of preliminary plats are administrative in nature and decisions regarding approval of a preliminary plat shall be based on the following:

- A. Whether all applicable information has been submitted confirming that the application adheres to all requirements of this Ordinance; and
- B. Whether the preliminary plat has been prepared in accordance with the standards of this Ordinance; and
- C. The City's ability to provide the proposed development with capacities for utilities, such as wastewater treatment or potable water and other municipal services. Developers are required to install all

required utility infrastructure within subdivisions; and

D. Compliance with street connectivity requirements of Section 10.2.6.

**SECTION 7:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.2 Preliminary Plat, 5.2.5 Approval Process be amended to the following:

D. The applicant shall revise the proposed plat if necessary, in accordance with City staff review comments and upload the revised plat along with any another fees or materials that may be required.

E. Preliminary subdivision plats that are in accordance with all applicable standards of this Ordinance and the Manual shall be approved by the Administrator upon concurrence of the DRC.

F. Once the Administrator has acted on a preliminary plat, it shall be made a matter of record as follows:

1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with the Planning and Neighborhood Development Department.

2. Approved plats shall be indexed and filed by Planning.

3. If the preliminary plat is denied, the petitioner may, in accordance with 160D-1403, appeal by filing an action in superior court seeking appropriate declaratory or equitable relief within thirty (30) days from receipt of a written notice as provided by 160D-403(b).

**SECTION 8:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.3 Final Plats, 5.3.2 Contents be amended to the following:

**C. Right-of-Way and Easement Information.**

1. Proposed and existing streets, sidewalks, and pedestrian rights-of-way and easements, including street names and right-of-way widths on subject and adjacent properties,

2. Site triangle easements meeting the standards shown in the *Manual*,

3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,

4. Proposed private sewer easements and facilities,

5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,

6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and

7. Proposed open spaces, including labels for easement types and widths.

8. Proposed Private Wall Easements.

**D. Site Calculations.**

1. Total acreage of tract,

2. Total number of lots existing before the subdivision,

3. Total number of lots in the subdivision,

4. Net acreage included in lots,

5. Number of lots in each phase,

6. Total acreage of open space, including subtotals for acreage of passive and active open spaces,

7. Impervious surface area, given in square feet,

8. Proposed utility dedications in linear feet,

9. Total acreage in street rights-of-way, and

10. Total linear footage of each individual street centerline, measured from the center of an intersection through the center of the street to the next intersection.

**SECTION 9:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.3 Final Plats, 5.3.2 Contents, 5.3.2.G be amended to the following:

**2. Certificate of Streets, Water, and Sewer System Approval and Other Improvements.**

I hereby certify that all publicly maintained streets, storm drainage systems, water and sewer systems and other publicly maintained improvements and any privately maintained water quality “Stormwater Control Measure (SCM)” shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

**SECTION 10:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.3 Final Plats, 5.3.3 Considerations for Approval be amended to the following:

**A. No final plat for a major subdivision shall be approved until:**

1. A preliminary plat for the property has been prepared and approved in accordance with Subsection 5.2,
2. Construction plans have been approved in accordance with Section 5.6.5,
3. All infrastructure is complete and fully functional including storm water, sanitary sewer, water (jumper removed), aggregate base, asphalt base, curb, street signs, asphalt connection to collector or primary road, temporary turnaround at next connecting phase, etc. ,performance surety secured for final surface, street trees, perimeter buffers and sidewalks not fronted by residential units or any other amenity, walking trail, park etc., and
4. All applicable permits and encroachments, including but not limited to those required for infrastructure extensions and driveway connections to streets, have been received.

**SECTION 11:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans 5.4 Site Plan Controlled Development, 5.4.3.C Site Plans be amended to the following:

**C. Additional Details that may be provided by the applicant or required by Staff or the Planning and Zoning Commission**

The list of details below is not designed to be all-inclusive, but rather to serve as examples that may be required in the evaluation of a site plan-controlled rezoning or special use permit request.

1. Construction limits,
2. Stormwater facility easements,
3. All existing and proposed utilities.
4. All proposed utility connections.
5. Proposed lot lines with scaled dimensions and lot numbers,
6. Lines showing the different phases of the subdivision, if applicable,
7. Location and size of parcels supporting community services, including but not limited to fire stations, parks, schools, open space areas, etc. and their ownership,
8. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, site triangles at intersections, proposed functional classifications for streets, and typical cross-sections,
9. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
10. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,

11. Labeled proposed and existing drainage and stormwater controls, including labels for easement types and widths,
12. Labels for buffer easement types and widths, and
13. Proposed open spaces, including labels for easement types and widths.
14. For PUD, TND, TOD or MX districts and conditional uses, total acreage of open space, including subtotals for acreage of passive and active open spaces.
15. Memo describing stream channels as delineated on-site with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle,
16. Traffic Impact Analysis (TIA) in accordance with Chapter 52 of the City Code of Ordinances, and Article 8 of the Technical Standards Manual (TSM).
17. Fire and Life Safety Plan that includes fire apparatus turning overlay, hydrant locations, and hose pull lengths.
18. Maximum proposed building height.
19. Construction type and materials
20. Size of largest building
21. Additional plans, such as an acoustic study, illumination/light impact study, if required by the administrator.
22. Additional site details: trash enclosure locations, mailbox clusters, bus shelters, transit stops, loading spaces, typical lot detail.
23. Existing and proposed retaining wall locations and associated private easements.

**SECTION 12:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.4 Site Plan Controlled Development, 5.4.6 Record of Approval be amended to the following:

A. For Special Use Permits, PUD, TND, TOD, or MX Districts and all Conditional district or site-plan controlled zonings, the Administrator shall present site plans that have been approved by City staff to the Planning & Zoning Commission. Once the Planning & Zoning Commission has taken action on the zoning petition or special use permit application and the corresponding site plan, it shall be made a matter of record as follows:

1. The reasons for approval, disapproval, or approval with conditions shall be maintained on file with Planning and Neighborhood Development.
2. Approved site plans shall be indexed and filed by Planning and Neighborhood Development.

**SECTION 13:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.4 Site Plan Controlled Development, 5.4.9 Revisions of Site Plans After Approval be amended to the following:

If the site plan is modified after the Planning & Zoning Commission approves it, the applicant shall repeat the process in Subsection 5.4 unless the Administrator or his/her designee has been authorized to approve the amendments and approve those amendments. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:

1. Increasing the number of buildings;
2. Increasing the number of dwelling units or the approved density of the project;
3. Addition of access points to a public street;
4. Reducing number of parking spaces, landscaping, buffers or setbacks below

- minimum standards or prior Board/Commission approval, whichever is more restrictive;
5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
  6. Reducing open space to less than was approved;
  7. Increasing the mass or height of buildings; and
  8. Changing the permitted uses.

**SECTION 14:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.6 Construction Plans, 5.6.4 Contents be amended to the following:

**A. General information.**

1. Development name,
2. Developer and engineer contact information,
3. Distinct title and number for each sheet,
4. Revision number(s) and date(s),
5. Scale,
6. North arrow,
7. Legend,
8. Vicinity map depicting the location of the development relative to the municipal limits and the surrounding area,
9. Licensed professional's seal and signature as required by NC General Statutes,
10. Elevation control markers and monuments,
11. Existing topography with a minimum four-foot contour interval,
12. Labeled boundaries of waterbodies, wetlands, floodways, and one-hundred-year floodplains
13. Existing and proposed impervious surface areas, given in square feet,
14. All existing and proposed wells, railroads, bridges, culverts, storm drains, and natural features within 200 feet of the development, and
15. Lines showing the different phases of the development, if applicable.
16. Memo describing stream channels as delineated onsite with copies of the Cabarrus County Soil Survey and the applicable 1:24,000 USGS Quadrangle
17. Existing and proposed structures.
18. Construction limits
19. Anticipated date of final platting (if applicable)
20. Proposed lot lines with scaled dimensions and lot numbers (if applicable)
21. Size of largest building
22. Fire apparatus turning radius overlay
23. Solid waste turning radius overlay
24. Height of tallest building
25. Building materials and construction style
26. Related zoning and preliminary plat case numbers (if applicable)
27. Zoning conditions (if applicable)
28. Existing and proposed retaining wall locations

**E. Right-of-Way and Easement Information.**

1. Proposed streets, sidewalks, and pedestrian ways, including street names, right-of-way widths, vehicular access points, sidewalks, pavement widths, centerline curve radii, proposed functional classifications for streets, typical cross-sections, sight triangles, street centerline stationing.
2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including right-of-way widths, vehicular access points, sidewalks, pavement widths, center-line distance of each street measured from the center of intersection to the next intersection and centerline curve radii,
3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable,

4. maintenance and access and etc., including labels for easement types and widths,
5. Labeled proposed and existing drainage and stormwater controls, including labels for easement types and widths,
6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, etc., including labels for easement types and widths, and
7. Proposed open spaces, including labels for easement types and widths.
8. Proposed private wall easements.

**SECTION 15:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.2 Pre-Construction Responsibilities be amended to the following:

- A. Once plans and permits are approved, the City of Concord designee schedules the pre-construction meeting with the Developer, Engineer, Contractor and other internal and external stakeholders.
- B. It shall be the responsibility of the applicant to notify the Director of Engineering (or his/her designee) at least 72 hours prior to the commencement of construction.

**SECTION 16:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.3 Inspection be amended to the following:

- A. Inspections shall occur at each of the following stages of construction to ensure conformity with the approved plans, specifications, and standards or as otherwise determined through an owner contract or development improvement agreement. Inspections or lack thereof do not negate the Developers' responsibility of construction to be in compliance with the approved plans, specifications and standards.
  1. Site grading and erosion control completion,
  2. Underground utility installation, stormwater, sanitary sewer, waterline installation
  3. Subgrade preparation prior to aggregate or asphalt base course installation,
  4. Immediately prior to aggregate base compaction,
  5. Concrete curb and gutter installation,
  6. Bituminous intermediate course(s),
  7. Subgrade preparation prior to sidewalk and street tree installation, and
  8. Final surfacing course prior to seal coat.
- B. Agents of the City and State may observe at any time during the progress of work.
- C. Where inspections are made by individuals or agencies, other than the Director of Engineering (or his/her designee), the applicant shall provide the Director of Engineering with written reports of each final inspection.

All inspections of waterline extensions and sanitary sewer extensions, amenities, walking trails buffers, street signage, other applicable signage, lighting, etc. shall be conducted in accordance with Section 62-86 of the Code of the City of Concord. All inspections of stormwater control and treatment infrastructure shall be conducted in accordance with the *Manual*, Chapter 60 of the Code of Ordinances and Article 4.

**SECTION 17:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.4.C Construction Responsibilities be amended to the following:

- C. The applicant, engineer of record, or the bonded construction contractor shall bear full and final responsibility for the installation and construction of all required improvements according to the provisions of these

regulations and the standards and specifications of other public agencies.

**SECTION 18:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.4.E.1 Construction Responsibilities be amended to the following:

1. The Administrator may delay the requirement for the completion of required improvements (excluding improvements required to provide for emergencies) prior to issuing a Certificate of Compliance or recordation of the final plat if the applicant enters into an Agreement in which the applicant covenants and agrees to complete all required on-site and off-site public improvements in a time agreed upon by the Administrator.
  - a. For on-site and off-site public improvements, no later than two (2) years following the date upon which the final plat is recorded. Such period may be extended for up to an additional one (1) year period upon its expiration at the discretion of the Administrator. For the extension a developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the local government, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period. An extension under this subdivision shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.
  - b. For regulatory stormwater devices, no later than six (6) months following the date upon which the Certificate of Compliance is issued. Such period may be extended for up to one additional six (6) month period upon its expiration at the discretion of the Administrator. For regulatory stormwater devices for Residential Subdivision projects, no later than one (1) year following the date upon which the final plat is recorded and served by the SCM. Such period may be extended for up to two additional six (6) months upon its expiration at the discretion of the Administrator. For the extension a developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the local government, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period. An extension under this subdivision shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.

**SECTION 19:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.4.F Construction Responsibilities be amended to the following:

1. Whenever the Administrator determines that improvements cannot be completed or installed due to adverse weather conditions or other factors determined to be reasonable by the Administrator, or pursuant to Section 5.7.4(G)(6) below or to an established city

policy, a developer may enter into an Agreement with the City. The developer shall be required to provide sufficient security to ensure completion of the required public improvements or private stormwater control measures. The security shall be in the form of an irrevocable letter of credit, surety bond or cash escrow, or another form of guarantee that provides equivalent security.

2. The Director of Engineering (or his/her designee) shall approve the surety bond, letter of credit or cash escrow in an amount that totals up to 125% of the cost of the improvements in the approved construction plan. The applicant shall provide either a bid from their contractor(s) of record for the Director of Engineering to review and approve or the developer's Professional Engineer of record should submit a complete signed and sealed City of Concord Estimate Form to illustrate dollar amount. The dollar amount shall be sufficient to cover all promises and conditions contained in the Agreement.
3. If security is provided in the form of a cash escrow, the applicant shall deposit with the City Finance Director a cash amount or certified check endorsed to the escrow agent for a face value in an amount not less than the amount specified by the Director of Engineering.
4. The cash escrow account shall accrue to the City for administering the construction and operation of the improvements.
5. Upon completion, as set forth in Section 5.7.9 below, of all improvements as covered by the Agreement, the Director of Engineering (or his/her designee) shall inspect the work. If the Director determines that the work is satisfactory and complete, the security shall be released. The Director shall permit one reduction of the letter of credit or cash escrow upon approval.
6. Without limiting the above, for public roads, and streets (to include any pavement striping), sidewalks, street trees, and rights of way, the Director of Engineering may collect a performance security to ensure completion, provided that such project shall not be considered complete except as provided in Section 5.7.9.

**SECTION 20:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.9.A Conditions of Approval be amended to the following:

- A. **Rights-of-Way.** Property owner(s) must offer dedications of rights-of-way of a width approved by the City free of charge and clear of all encumbrances. The specific standards for acceptance of easements shall be subject to the *Manual* and any other adopted policy or manual of the City. All easements shall be in full compliance with this Ordinance prior to acceptance. The City will not accept dedication of any street, road, sidewalk, or public rights of way, and no street, road, or public right of way shall be considered complete, until the following have been completed:
  - a. the developer's engineer certifies the streets prior to acceptance (Appendix B of Article 2).
  - b. Seventy-five percent (75%) of the lots/buildings in the applicable permitted phase map have been constructed.

**SECTION 21:** That Article 5, Subdivision Plats, Site Plans and Constructions Plans, 5.7 Construction, 5.7.10.E Post Construction Responsibilities be amended to the following:

- E. The City shall relieve the developer of their obligation under the warranty period by performing a one-year warranty inspection, or an inspection at the end of an extended warranty period. Inspections shall include, but are not limited to, a video recording of the interior of all sanitary sewer outfall mains, collection mains, and laterals on a CD, DVD, or equivalent successor media and a recording of the interior of all storm sewer mains, outfalls, and



appurtenant items, both within street rights-of-way and in those areas considered to be privately owned and maintained on a CD, DVD, or equivalent successor media. The entire storm drainage system shall be cleaned and be free of mud and debris prior to the video inspection so all defects shall be clearly visible. The mud and debris shall not be discharged into streams or waterbodies but shall be captured and disposed in a manner acceptable to the City, County, and NCDEQ.

**SECTION 21:** That Article 14 “Definitions” be amended to include the following definitions:

**SUBDIVISION -** All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future) and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definitions nor be subject to the regulations authorized by this part: (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the municipality as shown in its subdivision regulations. (2) The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved. (3) The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors; and (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the municipality, as shown in its subdivision regulations. (5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

**SECTION 22:** That this Ordinance be effective immediately upon adoption.

Adopted this 8<sup>th</sup> of January, 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

\_\_\_\_\_  
Stephen M. Morris, Mayor

\_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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

**CONTRACT FOR ABC LAW ENFORCEMENT  
STATE OF NORTH CAROLINA  
CITY OF CONCORD**

THIS CONTRACT is entered into by and between the CONCORD ABC BOARD (hereafter "ABC Board") and THE CITY OF CONCORD, NORTH CAROLINA (hereafter "City") for the purposes set forth below:

WHEREAS, North Carolina General Statute Chapter 18B and Chapter 541 of the Sessions Laws of 1963, as amended, require that the ABC Board either hire an ABC law enforcement officer or contract for the ABC law enforcement with a local law enforcement agency; and

WHEREAS, the ABC Board is required by the City Charter to expend at least five percent of the profits for ABC law enforcement; and

WHEREAS, G.S. 160A-460 and 18B-501 empowers the ABC Board and the City to enter into this agreement; and

WHEREAS, the ABC Board is of the opinion that contracting with the City for ABC law enforcement would constitute the most efficient use of its ABC law enforcement funds; and

WHEREAS, the City agrees to provide ABC enforcement in the City of Concord, North Carolina, in return for the agreed funding;

NOW, THEREFORE, IT IS AGREED THAT:

1. The Funding. The Department shall provide ABC law enforcement responsibilities within the city limits of Concord, North Carolina in return for \$200,000. This amount shall be reimbursed to the city in equal payments every 90 days. It is understood by both parties that this amount shall cover assignment of the equivalent of two full-time sworn officers to devote their on-duty time to ABC law enforcement (the "ABC law enforcement responsibilities").
2. Annual Funding Escalation. The Funding amount shall escalate annually on the anniversary of the Effective Date set forth below. The annual escalation shall be equal to 5% of the then existing Funding amount. The purpose of this escalation is account for annual increases in staffing costs.
3. The City shall be solely responsible for hiring, equipping and supervising the officers who are charged with the duty of enforcing ABC laws, and the City shall be an independent contractor with respect to the duties performed herein and not an agent of the ABC Board. Further, the City agrees to hold harmless the ABC Board, its officers and agents for actions of the City employees while the employee are performing the ABC law enforcement responsibilities.

4. The Chief of Police shall identify an employee to serve as an official liaison that will coordinate the ABC law enforcement responsibilities with the ABC Board and staff. The officers assigned to the ABC Board shall devote 100% of duty time to Concord ABC law enforcement responsibilities, except for City approved leave and training, and non-ABC emergency response initiated by the Chief of Police or designee. The Chief of Police shall make a good faith effort to provide advance notice and/or staff transition plans to assist with staffing transitions.
5. In assigning hours of work, the City should give priority to specific requests from the ABC Board for assistance in such matters as ABC store security, protection of ABC store deposits, and compliance checks. Other assignment priorities include, but are not limited to:
  - i) Scheduling assigned officer shifts that coincide with high volume business days, including holidays, as identified by the ABC Board.
  - ii) Avoiding overlaps when scheduling leave requests of assigned officers to minimize coverage issues.
  - iii) Providing security during liquor lottery events.
  - iv) Frequent patrol of ABC Board vacant or occupied properties both during and outside regular operating hours.
  - v) Conduct campaigns that target underage purchases and audits of permittee establishments and Concord ABC stores.
6. The City shall also adhere to requirements outlined by the NC ABC Commission including, but not limited to:
  - i) Inspection of businesses that have been permitted for mixed beverages to ensure compliance with ABC laws and rules of the NC ABC Commission. This includes mixed beverage inspections of restaurants and bars in Concord in addition to special operations conducted in accordance with ALE policies and procedures.
  - ii) Investigating illegal allegations of internal and external theft, embezzlement, and other crimes occurring on property owned or leased by the Concord ABC Board, conducting research and filing warrants and making arrests when necessary.
  - iii) DUI prevention efforts including identification of overserving by permitted establishments.
  - iv) Searching for illegal liquor outlets and distilleries in the City of Concord.
  - v) When performing ABC store compliance checks and assisting with store security, give priority to stores without supplemental security.
  - vi) Conduct "Be a Responsible Seller" (BARS) and clerk awareness training (usually performed by the NC ABC Commission's ALE agents).
  - vii) It is understood that the City's duty to enforce the tobacco and lottery laws of North Carolina supersedes its obligations under this agreement. City personnel cite and take enforcement action for any and all observed or discovered violations of said laws, whether committed by employees, agents, and/or patrons of ABC stores.

7. The Chief of Police shall maintain a record of case load, number of inspections of ABC licensed premises, and investigations of all types conducted by the officers assigned to ABC law enforcement responsibilities. The City shall report at least monthly to the ABC Board on its ABC law enforcement responsibilities and shall complete the required forms outlined under GS 18B-501(f1).
8. The Chief of Police will issue reminders to staff working off-duty assignments to be alert and responsive while working for ABC Board. Concerns identified by ABC Board or their staff involving officers working off-duty assignments will be reported to the third-party staffing agency. If there are recurring issues, the ABC Board may request that the specific officer(s) be restricted from accepting future ABC off-duty assignments.
9. The term of this agreement shall be for three years from \_\_\_\_\_, 2025 through \_\_\_\_\_, 2028.
10. It is understood by both parties that this agreement may be canceled upon 90 days' written notice of either party to the other party. Further, the ABC Board may notify the Chief of Police of the desire to reassign any of the officers assigned to ABC law enforcement responsibilities at any time for any reason.
11. This agreement shall constitute the entire financial obligation of the ABC Board to the City for the ABC law enforcement responsibilities. Off-duty assignments shall be paid through the third party staffing agency.
12. This agreement shall become effective on \_\_\_\_\_, 2025 (the "Effective Date").

ABC Board Contract  
Page 3

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CONCORD BOARD OF ALCOHOLIC  
BEVERAGE CONTROL

BY: D. Scott Parry  
Chairman

ATTEST:

Betha Spante  
Secretary to the Board

(SEAL)

THE CITY OF CONCORD, NC

BY: \_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

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

By: \_\_\_\_\_  
Signature of President/Vice President/Manager/Partner

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

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

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

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

ATTEST BY:

ATTEST:

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

BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

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

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Concord

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Signature



City of Concord  
Concord-Padgett Regional Airport  
9000 Aviation Boulevard  
Concord, North Carolina 28027  
704.920.5901

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# Rules and Regulations

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Concord-Padgett Regional Airport

*City of Concord*

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November 26, 2025

<b>1. INTRODUCTION.....</b>	<b>1</b>
1.1. Purpose .....	1
1.2. Application and Waiver.....	1
1.3. PMCD General Provisions.....	1
1.4. Administration .....	1
1.5. Proprietary Exclusive Right .....	2
1.6. Enforcement .....	2
1.7. Authority and Applicability .....	2
<b>2. GENERAL .....</b>	<b>3</b>
2.1. Access.....	3
2.2. Restricted Areas, Secure Areas, Sterile Areas, and AOA.....	3
2.3. Airport Identification Badge .....	4
2.4. Security .....	4
2.5. Commercial Activities and Construction on the Airport.....	5
2.6. Accidents.....	5
2.7. First Amendment Activities .....	5
2.8. Signs and Advertisements.....	6
2.9. General Conduct.....	6
2.10. Residential Use, Zoning, and Camping .....	7
2.11. Abandoned or Lost Property .....	7
2.12. Animals .....	7
2.13. Weapons and Explosives .....	7
2.14. Alcoholic Beverages .....	8
2.15. Use of Public Areas .....	8
2.16. Trash and Recycling.....	8
2.17. Fire and Flammable Materials .....	8
2.18. Hazardous Materials .....	9
2.19. Environmental (Hazardous Materials) Clean Up .....	11
2.20. Painting.....	12
2.21. Emergency Conditions .....	12
2.22. Special Events.....	12
2.23. Commercial Photography and Video.....	13
<b>3. AIRCRAFT.....</b>	<b>14</b>
3.1. Legal Requirements.....	14
3.2. Based Aircraft Registration.....	14
3.3. Non-Airworthy Aircraft.....	14
3.4. Disabled and Abandoned Aircraft .....	15
3.5. Airport Hours of Operation.....	15
3.6. Accidents and Incidents .....	16
3.7. Prohibiting Use of the Airport .....	16
3.8. Maintenance .....	16
3.9. Cleaning.....	17
3.10. Deicing.....	17
3.11. Engine Operation .....	17
3.12. Parking and Storage.....	17
3.13. Aircraft Security .....	18
3.14. Aircraft Operations.....	18
3.15. Taxiing and Towing Operations .....	19
3.16. Rotorcraft Operations.....	19



3.17.	Noise Abatement Procedures .....	19
3.18.	Restricted Activities .....	20
3.19.	Fees .....	21
4.	PASSENGER TERMINAL .....	22
4.1.	Public Address System.....	22
4.2.	Vending Machines (Concessions).....	22
4.3.	Smoking and Vaping .....	22
4.4.	Locks and Keys .....	22
4.5.	Leased Premises.....	22
4.6.	Baggage Handling System and Unclaimed Baggage.....	22
4.7.	Airline Operations .....	23
4.8.	Aircraft Engine Operation .....	23
4.9.	Ground Support Equipment.....	23
4.10.	Family Restrooms and Nursing Suites .....	23
4.11.	Music and Performance .....	23
5.	VEHICLES .....	24
5.1.	Legal Requirements.....	24
5.2.	Licensing and Permit .....	24
5.3.	Equipment.....	24
5.4.	Operations.....	24
5.5.	Access Gate Security.....	25
5.6.	Air Operations Area .....	25
5.7.	Movement Area.....	25
5.8.	Accidents Involving Vehicles .....	26
5.9.	Cleaning and Maintenance.....	26
5.10.	Parking or Stopping .....	26
5.11.	Vehicle Inspection .....	28
5.12.	Fees and Permits .....	28
6.	COMMERCIAL VEHICLES .....	29
6.1.	Legal Requirements.....	29
6.2.	Parking or Stopping .....	29
6.3.	Operator Conduct and Appearance .....	29
6.4.	Passenger Loading or Unloading .....	29
6.5.	Commercial Vehicle Equipment and Condition.....	29
6.6.	Fees .....	30
6.7.	Complaints .....	30
7.	TENANT .....	31
7.1.	Introduction .....	31
7.2.	Security .....	31
7.3.	Escort of Invitees .....	31
7.4.	Construction or Alteration of Improvements .....	31
7.5.	Maintenance of Premises .....	31
7.6.	Fire Prevention .....	32
7.7.	Heating Equipment .....	33
7.8.	Aircraft Hangars .....	33
7.9.	Aircraft Maintenance in Hangars .....	34
7.10.	Aircraft Tiedowns .....	35
7.11.	Storage of Materials and Equipment.....	35

7.12. Compressed Gases .....	35
7.13. Lubricating Oils.....	35
7.14. Right of Entry .....	35
7.15. Non-Commercial Flying Club .....	36
<b>8. AVIATION FUELING .....</b>	<b>37</b>
8.1. Introduction.....	37
8.2. General.....	37
8.3. Non-Commercial Aviation Self-Fueling.....	41
8.4. Fees.....	42
<b>APPENDIX A – PMCD GENERAL PROVISIONS.....</b>	<b>43</b>
A-1. Purpose .....	43
A-2. PMCD Definitions and Acronyms .....	43
A-3. PMCD Distribution .....	43
A-4. PMCD Applicability.....	43
A-5. PMCD Effective Date.....	43
A-6. Airport Sponsor, Operator, and Governing Body .....	43
A-7. Airport Management .....	43
A-8. Statement of Policy.....	44
A-9. Non-Discrimination.....	44
A-10. Compliance with Legal Requirements and Agreements .....	44
A-11. Conflicting Legal Requirements .....	44
A-12. Right to Self-Service.....	44
A-13. Prohibited Activities.....	45
A-14. Fines or Penalties.....	45
A-15. Severability.....	45
A-16. Subordination .....	45
A-17. Notices, Requests for Approval, Applications, and Other Filings .....	45
A-18. Amendments .....	45
A-19. Variance or Exemption .....	46
A-20. Possible Grounds for Rejecting Application, Variance, or Exemption .....	46
A-21. Enforcement .....	47
A-22. Appeals.....	48
A-23. Rights and Privileges Reserved.....	48
<b>APPENDIX B – PMCD DEFINITIONS AND ACRONYMS.....</b>	<b>50</b>
Definitions.....	50
Acronyms .....	57

## 1. INTRODUCTION

### 1.1. Purpose

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public and the Tenants, Operators, Permittees, and users of the Concord-Padgett Regional Airport (Airport), and to restrict or prevent any activities or actions that would negatively interfere with the safe, orderly, and efficient use of the Airport. These Rules and Regulations will be construed to comply with federal and state law governing airports and the Federal Aviation Administration (FAA) Airport Improvement Program grant assurances.

### 1.2. Application and Waiver

These Rules and Regulations govern the administration, operation and use of the Airport and shall apply to all users of, and persons on, any portion of the Airport. For operational contingencies not covered by these Rules and Regulations, the Aviation Director is authorized to establish such additional provisions as may seem desirable and proper. The City of Concord (City) intends for these Rules and Regulations to be applicable to all persons having an Agreement with the City to the fullest extent permitted under the Agreement. The Aviation Director may waive all or any portion of the Rules and Regulations for the benefit of any Agency performing public or emergency services, including for example, law enforcement, disaster relief, search and rescue, fire prevention and firefighting, but only to the extent that the Aviation Director determines that any such waiver will not diminish the safety of Airport operations.

### 1.3. PMCD General Provisions

General Provisions, which are those provisions common to all Primary Management Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

### 1.4. Administration

The Aviation Director has primary responsibility for the interpretation and application of these Rules and Regulations and is authorized to issue directives and interpretive guidance in conformity with the Rules and Regulations. The Rules and Regulations shall be made available upon request.

The Aviation Director shall have the following authority:

- The Aviation Director may restrict or refuse any flight activity or other operation at the Airport for any reason deemed justifiable in the interest of public security, safety, and welfare. The Aviation Director may prohibit the use of the Airport or any part of it by a person when, in the Aviation Director's opinion, the person or the activity is negatively impacting the safe operation of the Airport or the safety of the public.
- The Aviation Director has the authority to close all or any portion of the Airport to air traffic, to delay or restrict any flight or other aircraft operations, to refuse takeoff permission to aircraft, and to deny the use of the Airport to any specified class of aircraft or any individual or group when the Aviation Director considers the action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Aviation Director determines the condition of the Airport, or any part of the Airport, to be unsafe for landings and takeoffs, appropriate Notice to Airmen (NOTAMs) closing all or part of the Airport will be issued.

- In addition to any penalties that may be imposed, the Aviation Director may remove or eject from the Airport any person who violates any rule or regulation or any order or instruction issued by the Aviation Director or any Law Enforcement Officer and may deny the use of the Airport and its facilities to the person if the Aviation Director determines that such denial is necessary for the safety, health, or welfare of persons or property or the orderly operation of the Airport and for the good of the public.

Law Enforcement Officers authorized to enforce the laws of the State of North Carolina and/or Cabarrus County, North Carolina, have authority to detain and arrest, and remove from the Airport, any person violating these Rules and Regulations or any other applicable laws, statutes, or ordinances. No person shall willfully fail or refuse to comply with any lawful order or direction of a Law Enforcement Officer on the Airport.

The City has the right to impose rates and charges for the use of the Airport to recover the costs to operate, maintain, and develop the Airport and to make the Airport as self-sustaining as possible. The City may adopt a schedule of rates and charges that may be adjusted from time to time.

### ***1.5. Proprietary Exclusive Right***

The City is exercising its proprietary exclusive right for the provision of Fixed Base Operator (FBO) services including aviation Fuel Handling, aviation fuel storage, passenger and crew services, and Commercial aircraft storage.

### ***1.6. Enforcement***

Consistent with Appendix A-21, the Aviation Director or Airport personnel with the delegated authority to perform enforcement functions on behalf of the Aviation Director are empowered by the City to enforce these Rules and Regulations. The Aviation Director maintains overall responsibility for the safe and efficient operation of the Airport and is the final authority in the determination of access to, or entry upon, the Airport. The Aviation Director will ensure the safeguarding of the public. Any harassment by any individual upon another person or persons shall be grounds for removal. All persons on the Airport are entitled to quiet enjoyment.

### ***1.7. Authority and Applicability***

These Airport Rules and Regulations are promulgated under the authority of North Carolina General Statutes Chapter 63 which grants the City the power to regulate the use of the Airport and to adopt necessary rules and regulations. All leases, licenses, permits, and other agreements authorizing the use of the Airport property and facilities shall require compliance with these Rules and Regulations.

In addition to these Rules and Regulations, all persons on the Airport are subject to all applicable provisions of federal law, laws of the State of North Carolina, and laws of Cabarrus County.

The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user. The City assumes no responsibility for property loss, injury, or damage, or for personal injury or death, however caused, whether from fire, theft, vandalism, flood, earthquakes, act of God, or for any other reason.

These Rules and Regulations cancel and supersede all previous rules and regulations governing the use of the Airport.

The invalidation of any specific rule or regulation shall not affect the validity of the remainder of the Rules and Regulations.

## 2. GENERAL

### 2.1. Access

No person may travel on the Airport other than on roads, sidewalks, or other marked rights of way provided for such purpose. No person shall prevent or restrict any other person's passage to, from and within the Airport, except for the authorized conduct of Airport employees and Law Enforcement Officers. No person shall loiter on the Airport or in any building on the Airport for a period of time longer than reasonably necessary to transact such business as the person may have on the Airport. No person shall be permitted to remain overnight in the Passenger Terminal, except as authorized by the Aviation Director. Any person who refuses to comply with a proper request to leave the Airport, or an area of the Airport in which they have no legitimate interest, will be regarded as a trespasser. Any person entering a Restricted Area of the Airport, or other area of the Airport unnecessary to the person's use of the Airport, without permission shall, in addition to any other penalties, be regarded as a trespasser.

Access to or entry on the Airport shall be made only at locations designated by the Aviation Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, expressed or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

The arrival of an aircraft at an Airport shall constitute an agreement to conditions of use by the Aircraft Owner, the Aircraft Operator, aircraft crew members, and aircraft passengers to fully comply with these Rules and Regulations and applicable PMCDs.

### 2.2. *Restricted Areas, Secure Areas, Sterile Areas, and AOA*

No person may enter the Airport or Air Operations Area (AOA) without complying with the systems, measures, and procedures used to control access to the area. Unescorted access or entry to Sterile Areas or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Airport Identification Badge (Airport Badge) granting such access, or be a person under appropriate supervision and escort by a person with escort privileges.

Any person authorized to access the Sterile Area must prominently display their Airport Badge, above the waist, on the outermost garment, at all times. Any person authorized to enter AOA must be able to produce their Airport Badge when in the AOA. It shall be unlawful, and grounds for immediate confiscation, suspension and possible permanent revocation of a badge for any person to:

- Be in the Sterile Area or AOA without an escort or an Airport Badge.
- Permit any other person to use their Airport Badge.
- Wear another person's Airport Badge to gain access to the Sterile Area or AOA.
- Alter or duplicate the Airport Badge.

If an Airport Badge is lost or misplaced, the individual must notify the Aviation Director immediately and follow all administrative procedures for reissuance of an Airport Badge.

No person shall tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure or procedure implemented by the Airport. No person shall allow or permit and gate, gate chain, door or other security device that controls access to a Restricted Area that has been opened, unlocked, or unsecured to remain open, unlocked, or unsecured except while in use for the purpose of ingress and egress.

Any person who opens any door, gate, or secured portal to any Restricted Area shall monitor the opening and prevent access by unauthorized persons, and re-secure the opening after passing through or when the opening is no longer required to be open. No person shall allow or permit any other person to use or have access to a security device such as a key or access code that is not issued to that other person. Each person shall enter into a Restricted Area only through the access point assigned that person by the Aviation Director. No person shall be in any part of the Airport in which that person has no legitimate interest or reason for being in that area. No Airport tenant shall fail to control access to the area leased to the tenant.

### **2.3. Airport Identification Badge**

Persons requiring unescorted access or entry to a Restricted Area or a Sterile Area (who do not have a valid boarding or gate pass) shall complete and submit an Airport Identification Badge Application to the Airport and complete all applicable training programs. Prior to accessing or entering a Restricted Area, persons shall possess an approved AOA Badge, Sterile Area Badge, or SIDA Badge which authorizes such access.

Prior to obtaining an Airport Badge for employees of Operators, Lessees, or Sublessees, an Authorization Signature Letter listing the person(s) authorized to receive Airport Badge(s) shall be submitted to the Airport. Prior to obtaining an approved Airport Badge, a person must successfully pass a Criminal History Records Check (which includes fingerprints) and/or Security Threat Assessment in accordance with 49 CFR Part 1540-1544, and applicable security directives.

Persons desiring or in possession of an approved Airport Badge shall complete all Airport training programs and meet all related requirements (including payment of applicable fees).

Any person who uses or allows unauthorized use of an Airport Badge shall lose access privileges.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, and/or other authorization purporting to be issued by or on behalf of the City.

All fees as established and assessed by the City must be paid in advance by persons seeking to obtain, renew, or replace an Airport Badge.

### **2.4. Security**

All persons on the Airport shall follow security-related local, state and federal laws, regulations, and directives while on the Airport. All persons on the Airport shall follow the direction of on-duty federal, state, and local Law Enforcement Officers. No person shall leave baggage or articles unattended in or in the vicinity of the Passenger Terminal. Unattended baggage and articles are subject to search and may be confiscated or destroyed by law enforcement or government officials or their agents. All persons on the Airport are subject to the provisions of the Airport Security Program. Information contained in the Airport Security Program is Sensitive Security Information and its release is governed by TSA Regulations and North Carolina Law.

The Police Department has the overall responsibility for security of the Airport. Tenants are responsible for the security of entity's Leased Premises and shall comply with the City's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when in use. The Aviation Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.



Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Airport. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the City.

#### **2.5. *Commercial Activities and Construction on the Airport***

Any entity actively engaging in or desiring to engage in a Commercial Aeronautical Activity at the Airport shall comply with the Airport's Minimum Standards. All Agreements for the provision of Commercial Aeronautical Activities shall prohibit sublease, assignment, and subcontracting of the provisions of Commercial services, products and services without the written consent of the City.

Any construction or alteration taking place on the Airport shall be performed in compliance with FAA, State of North Carolina, Cabarrus County and City requirements, standards and guidelines. No construction requiring a building or similar permit shall take place on the Airport without the approved construction plans, proper permits and written approval of the Aviation Director. Any construction or other commercial or non-commercial activities on the Airport that are determined by the FAA to constitute an obstruction or hazard to air navigation or that would, according to FAA standards, constitute an attraction to wildlife are prohibited without prior written permission of the Aviation Director.

Based Aircraft shall not be used for Commercial Aeronautical Activities at the Airport unless expressly authorized by an Agreement with the City. Based Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family without authorization of the City.

Any entity desiring to engage in any non-aeronautical Commercial activity at the Airport shall obtain written permission from the City prior to engaging in such activity.

#### **2.6. *Accidents***

Any person involved in an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the City. Such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the City, Aviation Director, City of Concord Police Department (Police Department), Law Enforcement Officers, City of Concord Fire Department (Fire Department), and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the City, Aviation Director, Police Department, Law Enforcement Officers, Fire Department, or any other Agency having jurisdiction over the Accident scene.

#### **2.7. *First Amendment Activities***

No person shall solicit for the immediate receipt of funds or other items of value at the Airport. No person shall engage in the sale or distribution of flyers, brochures, pamphlets, books, or any other printed or written matter for any political, religious, civic or charitable purpose on Airport property, whether such sale or distribution would be in furtherance of, or in any manner connected with, religious, civic, or charitable expression or a charitable or non-charitable purpose.

No person shall engage in picketing, marching, or demonstrating on the Airport for any reason without prior written permission of the Aviation Director. If granted, such written permission shall specify the area of the Airport on which picketing, marching, or demonstrating shall be permitted, the date and time such activity is permitted, and any other reasonable conditions the Aviation Director may deem necessary to ensure the safety of persons and property or for the efficient operation and security of the Airport.

All authorized picketing, marching, and demonstrating shall be conducted (i) in a peaceful and orderly manner, (ii) without physical harm, molestation, threat, or harassment of any person, (iii) without obscenities, violence, breach of the peace or other unlawful conduct, (iv) without obstructing the use of the Airport by others, (v) without hindrance to or interference with the proper, safe, orderly, and efficient operation of the Airport, and (vi) in strict conformance with any operating procedures governing such activities on the Airport and the directions and conditions prescribed in writing by the Aviation Director.

Each person seeking to picket, march, or demonstrate at the Airport shall, at least ten (10) days prior to such activity, provide in writing the following information to the Aviation Director:

- The applicant's name, mailing address and telephone number;
- If the applicant is an agent or represents an organized body or institution, the name, address, and telephone number of the entity, and a letter or other documentation certifying that the applicant has permission to represent the organization or entity;
- The name and title of the person who will have the immediate supervision of and responsibility for the applicant's activities at the Airport;
- The type and purpose of the proposed activity;
- The dates and hours during which the proposed activity is requested to be permitted;
- The number of persons who will be engaged in the proposed activity at any one time;
- Any information concerning potential activities that may be hostile or antagonistic to the proposed activity and might tend to create disturbances or security problems.

## **2.8. *Signs and Advertisements***

The Aviation Director may post signs, including electronic signs, and authorize aural announcements on the Airport to put users thereof on notice of matters contained herein and of emergency orders promulgated hereunder. All persons shall observe and obey posted signs governing activities on the Airport and the direction of Law Enforcement Officers, TSA officers, and Airport employees. No person shall post or distribute written advertisements, newspapers, notices, circulars, or handbills at the Airport without the prior written consent of the Aviation Director.

## **2.9. *General Conduct***

No person shall obstruct, impair, disturb or interfere with the safe, orderly and efficient use of the Airport by any other person, or interfere with the safe, orderly and efficient operation of aircraft landing at, or taking off from, or operating on the Airport. A person who refuses to cease such behavior may be directed to leave the Airport by the Aviation Director or law enforcement personnel. If the person fails to comply with such a directive, the person may be deemed a trespasser.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or impermissibly altered pass, permit, identification card, sign or other authorization purporting to be issued by or on behalf of the City, the Airport, or the Aviation Director.



No person shall commit any disorderly, obscene or indecent act on the Airport.

No person shall engage in, conduct, aid in or abet any form of gambling on the Airport.

Smoking is prohibited in all areas of the Airport.

No person shall throw, deposit, place, or leave any rubbish of any nature on or within the Airport, except in designated receptacles.

No person shall destroy, damage or deface in any way property located on the Airport.

#### **2.10. Residential Use, Zoning, and Camping**

The Airport shall not be used for any residential use, including overnight camping. Residential use does not include City or Aircraft Rescue Fire Fighting (ARFF) facilities with 24-hour coverage requirements. Exemptions may be made in writing by the Aviation Director for temporary crew rest and crew quarters areas for the purpose of fire suppression, medical evacuation services, or permissible uses consistent with activities identified in Order 5190.6B *FAA Airport Compliance Manual* (as amended).

Consistent with FAA Sponsor Assurances and *FAA Airport Compliance Manual*, the City opposes residential zoning that would permit uses which may create hazards or safety risks between airport operations and non-aeronautical tenant activities.

#### **2.11. Abandoned or Lost Property**

Property shall not be Abandoned at the Airport. Abandoned or Lost Property found in Public Areas shall be reported or submitted to the Aviation Director.

Abandoned or Lost Property unclaimed by its proper owner within 30 calendar days shall become the property of the City to be disposed of at the discretion of the City and the City shall have no liability related to the disposal of abandoned or lost property.

#### **2.12. Animals**

Except for service animals, as defined by the Americans With Disabilities Act, and animals used in law enforcement or wildlife management, animals are not permitted in the Passenger Terminal or AOA except for the purpose of transport by air. Animals must be restrained by leash, harness, or container or otherwise confined in a manner as to be under control.

No person shall hunt, pursue, trap, catch, injure or kill any animal on the Airport, except for purposes of wildlife management in accordance with a wildlife hazard management plan or as authorized by the Aviation Director.

#### **2.13. Weapons and Explosives**

Weapons (including, but not limited to, firearms, air gun, gas gun, or spring powered guns, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed in accordance with applicable Legal Requirements.

- Weapons stored in locked containers (and not immediately accessible) for the purposes of air travel for legal uses are permitted.

No person shall possess or ignite Division 1-G explosives (e.g., consumer fireworks, firecrackers, etc.) except for explosives that may be used by authorized personnel for purposes of wildlife management or during approved Special Events.

#### **2.14. Alcoholic Beverages**

In an effort to prevent Accidents and injuries and to ensure safe operations at the Airport, it is the City's general policy to prohibit the use and close proximity of alcohol, drugs, and similar intoxicating substances in connection with the operation, maintenance, or performance of safety-sensitive functions.

The City reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. The City reserves the right to restrict the consumption of alcoholic beverages at the Airport.

The City reserves the right to permit concessions and Special Events (outlined in Section 2.22) to serve alcohol in accordance with local and North Carolina state law. Such permissions will be issued in writing by the Aviation Director and will include applicable location(s), date(s), time(s), activity permitted, and may require additional insurance and a separate Special Event insurance policy with limits determined by the City. These permissions may be revoked at any time, for any reason.

#### **2.15. Use of Public Areas**

No person shall intentionally cause damage to, remove, or alter any physical property of the Airport, without prior written permission of the Aviation Director. Any person causing damage to any physical property shall immediately notify a Law Enforcement Officer or Airport staff. Any person causing damage to any physical property shall be fully liable to the City for repair of such damage, in addition to any other applicable penalties. Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited.

Use of the Public Area in any facility or in any area for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the City or within the Passenger Terminal during Air Carrier service interruptions.

#### **2.16. Trash and Recycling**

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Tenants are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing. Biowaste shall not be placed, discharged, or deposited at the Airport except in specially designated receptacles.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

All persons using commercial trash receptacles shall be responsible for the cleanliness of the trash collection site. All vehicles used for hauling trash, dirt, or other refuse materials on the Airport shall be constructed to prevent the contents from dropping, shifting, leaking, or escaping. No person or entity shall dispose of any fill or building materials or any other discarded or waste materials on the Airport except as approved in writing by the Aviation Director.

#### **2.17. Fire and Flammable Materials**

Tenants and users shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the City. Entities shall exercise the utmost care to guard against fire and injury or death to a person(s) or damage to Property.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes shall only occur in designated areas.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.

- With the prior written permission of the City and the Fire Department, ARFF personnel may engage in training exercises which require open flames.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or City at any time and shall be fully operational and inspected annually.
- A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each fire extinguisher and records, acceptable to fire underwriters, shall be kept documenting the status of each fire extinguisher.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire.

Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in full compliance with the codes, regulations, and directives issued by the Fire Department and/or the City, the Airport’s Storm Water Pollution Prevention Plan (SWPPP), and Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit are prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

- The practices recommended in NFPA 30 (Flammable and Combustible Liquids Code) and NFPA 410 (Standard on Aircraft Maintenance) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

## **2.18. Hazardous Materials**

No person shall use, handle, treat, store, or transport Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of the person’s authorized activities on the Airport and only if such Hazardous Materials are properly labeled and contained, and notice of and a copy of the Safety Data Sheet is provided to the Aviation Director for each such Hazardous Material.

All persons on the Airport shall be responsible for compliance with federal, state and local laws concerning the use, handling, treatment, storage, discharge, disposal or transportation of Hazardous Materials. These laws include, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act and the Hazardous Materials Transportation Act.

No person shall use, handle, treat, store, or transport Hazardous Materials at, in or on the Airport at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons, property or the environment. All persons whose duties and responsibilities involve the handling and storing of Hazardous Materials must have received proper training, as prescribed by the Occupational Health and Safety Administration. No person shall discharge, dispose or release any Hazardous Materials on the Airport or surrounding air, lands, or waters. In the event of a release, the responsible party promptly shall notify the Aviation Director, call 911 (if the Aviation Director is unavailable), and notify any federal or state Agency, as applicable.

Responsible persons shall be liable for the cost to remediate the release of any Hazardous Materials on the Airport. If the responsible person fails to promptly undertake remediation activities in response to the release of any Hazardous Material, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the release will be billed to the responsible person, payable within 30 days. Hazardous waste generated in connection with the cleanup of a release of Hazardous Materials shall promptly be removed and disposed of appropriately. Absorbent material used in connection with the cleanup shall not be left to sit longer than necessary. All persons shall fully comply with the Airport Storm Water Management Plan and National Pollutant Discharge Elimination System (NPDES) Permit.

The storage of waste materials and trash at the Airport is prohibited unless placed in receptacles provided for such purposes. All outdoor trash or garbage containers shall be covered. Such containers shall be located only in those areas approved for such use by the Aviation Director. No person may burn refuse at the Airport. Lubricating oils and hazardous liquids shall be disposed of in compliance with the Airport Storm Water Management Plan, and federal, state, and local law. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere on the Airport. Any solid or liquid material, which may be spilled at the Airport, shall immediately be cleaned up by the person responsible for such spillage. The City shall have the right at any time to access any portion of the Airport for the purpose of conducting inspections, sampling and other testing to determine the nature and extent of contamination on or under the property.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) for all Hazardous Materials shall be maintained on-site and readily available to emergency responders in the event of an emergency and for review, at any time, by the City and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the City and the Fire Department.

Hazardous Materials and associated containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the Airport's SWPPP, the City's directives, and Legal Requirements.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

### **2.19. Environmental (Hazardous Materials) Clean Up**

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the City, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the City determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the City may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the City.

Fuelers shall prepare and file an SPCC Plan with the Environmental Protection Agency (EPA). Fuelers shall provide the Aviation Director a copy of their approved SPCC Plan. Fuelers shall provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures. Fuelers shall maintain and have readily available an adequate supply of fuel absorbent materials and other materials to dam, dike, or divert a fuel spill. Fuelers shall have, at a minimum, enough materials to respond to a fuel spill of up to 55 gallons and to prevent fuel flowage into storm drains.

In the event of a fuel spill, the following safety procedures will be followed:

- Fueler shall immediately notify the Aviation Director or call 911, if the Aviation Director is unavailable. This notification requirement shall apply regardless of the volume of fuel spilled.
- Fueler shall take immediate action to begin containment and clean-up operations, which shall include the prevention of fuel from entering any storm or silt trench drain.
- Fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until containment and clean-up operations have been initiated and the devices and vehicles can be moved or operated without causing further fuel spill or presenting further risk to human health, safety and the environment.
- A fireguard shall be promptly posted and remain on site until relieved by the Aviation Director or his/her designee.
- All contaminated absorbent material shall be placed in DOT-approved metal containers and disposed of by the Fueler in compliance with all applicable federal, state and local laws.
- Where spills occur that are larger than Fueler can adequately handle, Fueler must obtain the clean-up services of an approved Hazardous Material contractor. The Aviation Director will coordinate the recovery operations with the Fueler and contractor and ensure the safe handling of residual fuel after recovery.

In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the City or the Fire Department.

**Minor Hazardous Materials Overflow or Spills** – Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the City.

**Major Hazardous Materials Overflow or Spills** – Overflows or spills more than five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the City.
- Provide a written summary of the spill to the City within 24 hours of the spill.

**Serious Hazardous Materials Overflow or Spills** – Overflows or spills more than 25 gallons or which may pose a serious threat to public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the City within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

## **2.20. Painting**

Doping, painting (except minor touch ups by small brush or artist airbrush), or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the Airport's SWPPP, the SPCC Plan, the City's directives, and applicable Legal Requirements.

## **2.21. Emergency Conditions**

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Aviation Director. Permits issued shall be rendered invalid until the emergency has been fully, and completely resolved and normal operations have resumed.

## **2.22. Special Events**

Any person or entity desiring to conduct a Special Event at the Airport shall submit the requested information (which may include completion of a Premises Use and Waiver and Indemnity Agreement) to the City along with prior payment of all applicable fees paid to the City and any other Agency having jurisdiction.

If approved, the entity shall receive approval from the Aviation Director prior to conducting the Special Event. Special Event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Aviation Director.



**2.23. Commercial Photography and Video**

No person shall take still photographs, make video, or audio recordings at the Airport for Commercial purposes without written permission in the manner authorized herein, except that accredited members of the television and print news media may cover news in the Public Areas of the Passenger Terminal. No person shall take still photographs or record video of access control readers, security measures, or security doors within or leading into or out of any Secured Area. Any person wishing to conduct Commercial filming on Airport property must obtain approval from the Aviation Director.

All requests for filming shall be made to the City at least ten (10) days prior to the commencement of filming. Filming will not be allowed if it interferes with or has a negative impact on normal activity at the Airport as determined in the sole discretion of the Aviation Director. The person filming on the Airport shall provide proof of commercial general liability insurance in an amount not less than \$1,000,000 that identifies the City as an additional insured.

### **3. AIRCRAFT**

#### **3.1. Legal Requirements**

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Aviation Director, or Air Traffic Control (ATC) personnel (when in operation).

#### **3.2. Based Aircraft Registration**

Based Aircraft must be registered with the City. Any change in ownership of an aircraft shall require a change in the registration with the City. Registration information shall include the following:

- aircraft type and manufacturer;
- aircraft registration number;
- date of manufacture;
- Aircraft Owner's and/or Aircraft Operator's name, address and telephone number; and
- names and addresses of all approved pilots.

Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep insurance policies in full force and effect throughout the registration period for the applicable insurance coverages and limits, as delineated by the City.

- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the City.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of North Carolina (with a Best rating of A or above) or be approved in writing by the City.
  - The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Based Aircraft must have an aircraft storage agreement with the City.

#### **3.3. Non-Airworthy Aircraft**

Only aircraft considered airworthy, or with a special flight authorization by the FAA and military aircraft, shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014-0463] *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as amended, non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Aviation Director.



- Aircraft Owner or Aircraft Operator shall either remove non-airworthy aircraft from the Airport or provide evidence of airworthiness within 30 days of written notification from or on behalf of the City.
- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Aviation Director or designated representative thereof shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4 of these Rules and Regulations.
- Airworthiness Certificate or maintenance log showing the date of an annual or 100-hour inspection shall be provided to the Aviation Director upon request.

Non-airworthy aircraft shall not be permitted in the tiedown or ramp areas.

### **3.4. Disabled and Abandoned Aircraft**

Abandoned aircraft are not permitted on the Airport. The Aviation Director may relocate abandoned aircraft at the sole cost, risk and expense of the Aircraft Owner or Aircraft Operator.

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt relocation of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the City, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

- An aircraft shall be considered abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the City for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the City, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the City determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to relocate a non-airworthy, disabled, or abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the City at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the City.

- Once an aircraft is impounded, the City shall charge reasonable impoundment fees and thereafter publish a notice of intent to relocate the aircraft in the legal organ of the county in which the Aircraft Owner or Aircraft Operator was last known to reside/exist, and if such location is unknown, then in the legal organ of Cabarrus, North Carolina.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the City in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
  - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the City shall dispose of aircraft in accordance with Legal Requirements.
- The City shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the City in connection with the aircraft, have been paid.
- The City may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the City in connection the enforcement of these provisions.

### **3.5. Airport Hours of Operation**

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport are available for use 24 hours per day, 7 days per week, unless closed by Notice to Airmen (NOTAM).

### **3.6. Accidents and Incidents**

Any person involved in an Aircraft Accident or Aircraft Incident, regardless of whether it results in personal injury or property damage, must immediately notify the Aviation Director and make a prompt and complete report to the appropriate Agencies in a timely manner and provide a copy to the City, complete with additional required forms and/or reports, and comply with NTSB Regulations Part 830. The report to the City shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

An aircraft involved in an Accident shall not be removed from the scene of the Accident until authorized by the Aviation Director, who shall receive removal authorization from the FAA, NTSB, when applicable, and/or the Federal Bureau of Investigation if criminal activity is suspected, except as may be necessary for exigent safety reasons. Once authorization for removal has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs. If removal is not completed within a reasonable amount of time, the Aviation Director may have the aircraft removed at the owner's sole risk and expense. Any claim for compensation against the City, for any and all loss or damage sustained to any disabled aircraft by reason or removal or disposal, is waived and the Aircraft Owner or Aircraft Operator shall indemnify, hold harmless and defend the City, against any and all liability for injury or death of any person, or for injury to any property, arising out of the removal or disposal of disabled aircraft.

The operator, pilot or other person causing damage to Airport lighting or other Airport facilities shall be responsible for the cost of repair or replacement.

### **3.7. Prohibiting Use of the Airport**

The Aviation Director shall have the right at any time to close a portion of or the entire Airport or restrict aircraft activity on the Airport (except for emergency operations). The Aviation Director shall have the right to deny the use of the Airport to any entity when the Aviation Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Aviation Director, the FAA, or ATC may issue, modify, or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

### **3.8. Maintenance**

Aircraft Maintenance, including aircraft painting or paint stripping, shall be permitted only in areas designated by the City. Aircraft painting shall be performed only in areas and in the manner prescribed by the Aviation Director. Areas designated for Aircraft Maintenance must meet all federal, state and local rules and regulations governing the appropriateness and safety of the area.

Aircraft Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers on the Air Carrier Ramp if the aircraft is disabled and cannot be moved into a Hangar or if a Hangar of sufficient size to accommodate the aircraft does not exist at the Airport.

### **3.9. Cleaning**

Aircraft cleaning, which creates runoff, occurring in locations other than approved aircraft wash racks must be preapproved by the City. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

Aircraft, aircraft engines, and/or parts may be dry washed without approval by the City. When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, all residual fluids (cleaning byproducts) must flow to an oil/water separator, be removed from the Airport, and/or be disposed of in accordance with Legal Requirements.

### **3.10. Deicing**

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in full compliance with the Airport's SWPPP and at location(s) specified and permitted by the City.

### **3.11. Engine Operation**

Aircraft engine Runups are not permitted between the hours of 10:00 p.m. and 6:00 a.m. except for Runups required in preparation for aircraft departure in locations authorized by the Airport Director or conducted in approved maintenance Runup facilities.

- Aircraft engines shall not be started within any structure on the Airport, except as may be required by aircraft manufacturing.
- Aircraft controls shall be attended by a competent person while aircraft engine(s) are operating.
- Chocks shall be placed in front of the wheels before starting the engine unless the aircraft has adequate parking brakes.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall be alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

### **3.12. Parking and Storage**

Aircraft operators shall obey all pavement markings, signage and lighted signals. Positioning, starting, or taxiing aircraft shall be done in such a manner so as not to cause jet blast and prop wash that may result in injury to persons or damage to property. Aircraft shall be parked only in those areas designated for such purpose by the Airport or the Aviation Director and shall not block taxilanes or obstruct access to hangars or parked aircraft. Aircraft operators shall ensure that aircraft are properly secured when parked.

Passengers and cargo shall be enplaned/deplaned only in designated areas. No aircraft shall be left unattended on the Airport unless it is in a hangar or adequately locked and secured.

Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways and in full compliance with FAA regulations.

No person, except airmen, duly authorized personnel, passengers going to or from aircraft, or persons specifically authorized by the Aviation Director shall be permitted to enter the AOA. However, this does not give any such person(s) the privilege of unrestricted use of the Airport. These privileges are confined to the necessary use of these areas in connections with flights, inspections, and routine duties.

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the City.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the City may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the City.

Aircraft Operators shall ensure aircraft are properly secured, as set forth in AC 20-35 (Series), Tiedown Sense, when parked and/or stored.

Upon request of the City for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Aviation Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the City may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the City.

### **3.13. Aircraft Security**

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the City. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the City.

No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

### **3.14. Aircraft Operations**

The operation of aircraft on the Airport shall be conducted in conformity with applicable FAA regulations, directives and orders of the control tower, TSA regulations, and these Rules and Regulations. All aircraft operating at the Airport shall display on board the aircraft a valid airworthiness certificate as required and issued by the FAA or appropriate foreign government and shall further display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All persons operating aircraft on the Airport shall possess an appropriate certificate or license issued by the FAA or appropriate foreign government. Upon request of the Aviation Director, FAA, National Transportation Security Board, Law Enforcement Officers, or TSA, the Aircraft Operator shall produce an operator's license, an airman certificate, a medical certificate, and photo identification.

No person may operate aircraft at the Airport in a reckless or negligent manner, in disregard of the rights and safety of others, without due caution, or at a speed or in a manner which endangers, or is likely to endanger, persons or property. No person shall operate aircraft constructed, equipped, or loaded in such a manner as to endanger, or to be likely to endanger, persons or property. The Aviation Director shall prohibit aircraft operations upon determining the continued operations would be unsafe in the conditions present at the time, including without limitation, Aircraft Accidents and Aircraft Incidents and certain airfield surface conditions.

Operating an aircraft in a careless, negligent, or reckless manner; in disregard of the rights, safety, or security of others; without due caution and circumspection; at a speed or in a manner which endangers or is likely to endanger persons or Property is prohibited.

Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or by written notification of the City or NOTAM.

Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar. Testing of an aircraft radar on the ground requires prior permission of the Aviation Director.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. To avoid such risks, it may be necessary to tow the aircraft to a location or position at the Airport when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the City or due to an emergency. It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

No aircraft having a maximum gross takeoff weight, as certified by the aircraft manufacturer and including passengers, cargo, fuel, and equipment, in excess of the weight-bearing capacity of the airfield pavements, as identified in the FAA Airport Facility Directory, shall land, take off, or taxi at the Airport without the prior written permission of the Aviation Director.

### **3.15. Taxiing and Towing Operations**

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person, structure, object, or Property. Aircraft shall not be taxied into, out of, or within any structure.

Aircraft (other than unmanned aircraft) being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC (when in operation) if the aircraft is equipped with a radio and the radio is functional. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard to actual and potential hazards and other aircraft so as not to endanger persons or Property. Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the City.

### **3.16. Rotorcraft Operations**

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the City for rotorcraft operations. Unless approved by the Airport Director:

- Rotorcraft shall not be operated within fifty (50) feet of any structure or fuel storage facility.
- Rotorcraft shall not be operated within 100 feet of any area where Light Aircraft are parked or operating.
- Rotorcraft rotors must be stopped during fueling operations.

### **3.17. Noise Abatement Procedures**

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

- Whenever safely possible, Aircraft Operators will conform with any recommended noise abatement procedures established for the Airport.

### **3.18. Restricted Activities**

Unless otherwise approved by Agreement, Aircraft Operators shall provide advance notification to the City before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the City:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the mooring, landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Powered parachute operations.
- Operators of unmanned aerial vehicle (UAV), unmanned aircraft system (UAS), or model aircraft shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Aviation Director to fly UAV, UAS, or model aircraft within the Airport's protected airspace.
- Operations of UAV, UAS, or model aircraft from City property must comply with all FAA regulations and safety guidelines. UAS, UAV, or model aircraft may not be operated in a careless or reckless manner that may endanger life, Property, or interfere with aircraft operations.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199, 14 CFR 417-420 (as applicable), and Legal Requirements governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

Use of any portion of the Airport as a designated Drop Zone for Skydive/Parachute operations shall be prohibited without the prior written approval of the Aviation Director and ATC and shall also require a permit authorizing the use of the designated portion of the Airport for a Drop Zone. Skydive/Parachute operations shall be conducted in conformance with AC 105-2 (Series), Sport Parachuting, and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

The Aviation Director may seek review by the FAA upon receipt of an application to conduct one of the foregoing Aeronautical Activities or any other Aeronautical Activity not conducted at the Airport at the time of application. If the Aeronautical Activity is approved it shall be conducted in conformity with any directives of the Aviation Director prescribing the specific conditions of approval, all applicable requirements contained in applicable FAA regulations, and any other conditions imposed by ATC.



**3.19. Fees**

The City has the right to establish reasonable and not unjustly discriminatory fees for use of the Airport. Aircraft Owners and/or Aircraft Operators shall have the responsibility to pay all fees, which may be established and assessed from time to time by the City, unless exempt from payment of certain fees as may be stipulated in an Agreement. Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, owned and/or operated by military forces of the United States of America, and operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The City shall have the authority to detain any aircraft for non-payment of any fees which are properly due to the City.

#### **4. PASSENGER TERMINAL**

##### **4.1. *Public Address System***

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal.

No person shall use or cause to be used the public-address system for the solicitation of business. The public-address system shall only be used in accordance with individual Agreements.

##### **4.2. *Vending Machines (Concessions)***

Vending machines for the sale of goods, unless approved by Agreement, shall not be permitted in the Public Areas of the Passenger Terminal.

##### **4.3. *Smoking and Vaping***

Smoking, vaping, and similar activities are prohibited in the Passenger Terminal and within 20 feet of the main entrances, exits, operable windows, or ventilation system intakes. Cigarette/cigar butts, matches, and lighters must be disposed in appropriate receptacles that do not create a fire hazard.

##### **4.4. *Locks and Keys***

The City will provide all initial door locks (and keys) and/or access media to authorized individuals for access to the Passenger Terminal and for each Leased Premises, at the expense of the City.

All subsequent lock changes or lost key replacements requested by the Lessee, if approved by the City, shall be completed by the City, but at the Lessee's sole cost and expense. Duplicate keys shall not be made, and additional locks shall not be placed in or on the Leased Premises without prior written authorization by the City.

##### **4.5. *Leased Premises***

Leased Premises and adjacent areas shall be kept clean and free from rubbish. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors.

In the event infestation occurs of insects or animals, the Lessee shall take immediate action utilizing licensed eradication methods (if the responsibility of the Lessee through Agreement). In the event the Lessee is unable to take immediate action, the City may take appropriate action and shall have the right to collect the expense of such action for the Lessee (if the responsibility of the Lessee through Agreement).

No area of the Passenger Terminal shall be used for storage of equipment, fixtures, or cargo without prior authorization of the City. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the City. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee as additional rent or cost recovery. Lessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the City.

##### **4.6. *Baggage Handling System and Unclaimed Baggage***

No person shall ride, walk, sit, or stand on the baggage handling system (or any portion thereof) and no unauthorized items shall be placed on the baggage handling system. Entities responsible for operating and loading the baggage handling system shall be responsible for unloading all unclaimed baggage and securing for the respective airlines.

The repair cost of damages to the baggage handling system due to misuse or abuse will be the responsibility of the Lessee, Permittee, or individual causing such damage.



#### **4.7. Airline Operations**

Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the City has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the aircraft.

It is the responsibility of flight and ground employees to ensure aircraft are taxied to and from parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any Property. All ground handling entities shall submit appropriate flight information to the City at least 24 hours prior to the operation.

The assignment of Remain Overnight (RON) Air Carrier aircraft parking positions will be conducted by the City.

#### **4.8. Aircraft Engine Operation**

Power back and power out procedures are prohibited without prior authorization from the City.

Use of auxiliary power units (APU) or ground power units (GPU) shall be kept at a minimum.

Engine cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, property, or personnel.

#### **4.9. Ground Support Equipment**

Ground support equipment (GSE), including chocks, air stairs, etc., shall not be stored outside the boundaries of the designated area by the City. Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the City. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in compliance with Legal Requirements and in a manner acceptable to the City. All spillage of lavatory waste shall be immediately cleaned by the responsible party.

All GSE shall be maintained in safe working order free of leaks, FOD, and debris. Derelict, disabled, or Abandoned GSE shall be repaired or removed from the Airport within 30 days or as the City deems necessary.

#### **4.10. Family Restrooms and Nursing Suites**

Family restrooms are intended to be used by families with children and/or individuals needing assistance.

#### **4.11. Music and Performance**

No person may hold a public performance such as but not limited to; juggling, magic shows, singing or dancing unless authorized in writing by the City.

No person may play any electronic, musical instrument, noise making device, sound or voice amplifying device in any Public Area of Passenger Terminal in such a manner as to prevent the quiet enjoyment of others or to cause others not to be able hear public address announcements, except as part of a performance authorized in writing by the Aviation Director.

## **5. VEHICLES**

### **5.1. Legal Requirements**

All vehicle drivers on the Airport shall comply fully with the State of North Carolina motor vehicle laws, the Rules and Regulations, and instructions issued by the Aviation Director, Airport staff, or Law Enforcement Officers.

### **5.2. Licensing and Permit**

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet registration and insurance requirements. Vehicle Operators must have a valid license as required by Legal Requirements, including those vehicles operated exclusively on the AOA.

Unescorted Vehicle Operators on the AOA are required to complete a training program and shall possess an approved Airport Badge.

### **5.3. Equipment**

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

### **5.4. Operations**

Vehicles shall not be operated in a reckless, careless, negligent, or unsafe manner in disregard of the rights, safety, and security of others, or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or are likely to endanger persons or Property are prohibited.

No vehicle shall operate on the AOA, runways, taxiways, aprons, or ramps without the express written permission of the Aviation Director unless the operation of such vehicle is in accordance with a prior written agreement to accomplish a necessary Airport purpose, service or inspection. No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the City.

Vehicles shall not be operated in any Hangar or structure for a prolonged period of time unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from a City employee or a Law Enforcement Officer fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the City or a Law Enforcement Officer.

The operation of vehicles which are overloaded (as designated in the vehicle operation manual) is prohibited.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles, and pedestrians.

Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of aircraft or the Airport.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

#### Airside and Landside Speed Limits

**Safe Speed** – Vehicle shall not be operated faster than the prescribed posted speed limit or at a speed that is reasonable and prudent under prevailing conditions.

**Minimum Speed** – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except when necessary for safety or in compliance with Legal Requirements.

#### Tugs (Towing Vehicles and Related Equipment)

Positive locking couplings are required for all towing vehicles and related equipment. Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

#### **5.5. Access Gate Security**

Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the City at 704.920.5941 or “911”.

#### **5.6. Air Operations Area**

Unescorted vehicles on the AOA may only be operated by persons with a proper and current Airport Badge.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the City in writing and shall proceed directly to the Vehicle Operator’s destination on the Airport without entering the Movement Area. The City may restrict vehicles to a certain area(s) of the AOA.

Use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, golf carts, roller blades, skateboards, tricycles, bicycles, unicycles, or other similar devices is not permitted on the AOA without the prior written permission from the City. However, use of golf carts and bicycles by Tenants for non-recreational use is permitted for transportation in the Non-Movement Areas.

#### **5.7. Movement Area**

No vehicle shall enter the Movement Area without prior coordination and two-way radio communications with ATC (when in operation).

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the City. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the City.

- Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the City and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC and ensure that no aircraft is approaching prior to entering the Movement Area.

Vehicles operating on the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the vehicle Operator shall indicate radio failure by facing the vehicle towards the control tower and flashing the vehicle's headlights. Thereafter, the Vehicle Operator shall operate the vehicle based upon (in accordance with) the standard colored light signal directions given by ATC immediately.

Vehicles other than those that routinely traverse any portion of the AOA under the control of ATC, which are not escorted by a City vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the AOA, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether the vehicle is radio equipped.

- Steady Green – Cleared to cross, proceed, or go
- Steady Red – Stop
- Flashing Red – Clear the Runway/Taxiway
- Flashing White – Return to starting point on the Airport
- Alternating Red and Green – Exercise extreme caution

#### **5.8. Accidents Involving Vehicles**

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the vehicle) must remain at the scene until the Police Department, Law Enforcement Officers, and/or the Fire Department take a full report.

#### **5.9. Cleaning and Maintenance**

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the City.

#### **5.10. Parking or Stopping**

The Aviation Director shall cause signs to be placed and maintained that designate all general and reserved loading zones, reserved parking areas, and public parking areas, including, but not limited to, those designated for exclusive use of car rental agencies and companies operating at or from the Airport. No parking areas shall be designated in areas on and along drives and roadways or in such other areas on Airport property as deemed necessary by the Aviation Director for the safe, efficient, and convenient operation of the Airport. All Airport tenant employees must park in their assigned areas. The Aviation Director may remove or cause to be removed any vehicle that is illegally parked, disabled or Abandoned; that impedes Airport operations or the orderly flow of traffic; or that creates a potential security threat. Any vehicle parked in areas of the public parking lot assigned for exclusive use of car rental agencies or companies and clearly indicated as such by signs may be removed or caused to be removed by order of the Aviation Director.

If a vehicle parking permit is implemented by the City in and around the FBO terminal building, the owner or operator of any vehicle shall comply with all parking requirements.

The owner or operator of any such vehicle removed under this section shall be liable for payment of towing and storage and other applicable charges and any such vehicle shall be released to the owner or operator thereof only upon proper identification of the person making claim and payment of towing and storage and other applicable charges. Neither the City nor any of its agents shall be liable for damage to any vehicle resulting from the act of removal.

Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 3 feet of either side of a security fence (unless authorized vehicle is entering or exiting a vehicle access gate); or in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the City.

- Parallel parking along the perimeter of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the City.

If approved in an Agreement, lessee may store a vehicle in the leased Hangar during the time that the Based Aircraft is in use, so long as such vehicle does not create a safety hazard. Storage of vehicles in Hangars other than when the Based Aircraft is in use is prohibited.

- Vehicles parked more than 30 calendar days without prior written notification to the City shall be considered Abandoned and the City may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator's risk, cost, and expense and without any liability to the City.
- Vehicles may not be parked on Tiedown areas.
- Abandoned vehicles are prohibited on the Airport and may be removed at the request of the Aviation Director at the sole risk and expense of the vehicle owner. A vehicle shall be considered Abandoned if it is of unknown ownership or parked in an undesignated area.

Unless approved in writing by the Aviation Director, boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, recreational all-terrain vehicles, race cars, recreational vehicles, trailers, and other similar vehicles may not be parked or stored on the Airport.

The City may boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the City.

**5.11. *Vehicle Inspection***

No person shall fail to stop, and submit to inspection, any vehicle at any location on the AOA. Such inspection may include opening any compartment of the vehicle to allow for inspection of the contents, and opening or moving of any package, container, or other item within the vehicle to allow further inspection of the vehicle and its contents. Persons who do not consent to inspection of any vehicle or its compartments and contents shall not be permitted entry beyond the point of inspection or may be ordered to leave the Airport. If the vehicle or its contents present safety concerns to others or the air transportation system, the vehicle may not be permitted entry beyond the point of inspection or may be ordered to leave the Airport.

**5.12. *Fees and Permits***

Vehicles shall not be parked in any public parking area unless the vehicle Owner or Operator pays the fees which may be established and assessed from time to time by the City unless the vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the City.

## **6. COMMERCIAL VEHICLES**

### **6.1. Legal Requirements**

Commercial Vehicle Operators shall comply with these Rules and Regulations and applicable Legal Requirements (including 49 U.S.C. § 14501).

### **6.2. Parking or Stopping**

Only Commercial vehicles shall use the Commercial lane for parking. After discharging passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic, with moving aircraft, moving Refueling Vehicles, Emergency Vehicles, ramp service personnel, pilots and passengers, and pedestrians.

### **6.3. Operator Conduct and Appearance**

Commercial Vehicle Operator (CVO) shall remain in its vehicle or immediately adjacent to its vehicle except when necessary to use the restroom facilities, vending machines, pay phones, or obtain flight information in which case, the CVO may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

- CVO is prohibited from Loitering.
- CVO is prohibited from standing inside the Passenger Terminal while the Commercial vehicle is in position in the designated area for passenger pickup.

CVO shall not:

- solicit, persuade, or urge any person (by words, gestures, or other form of communication) to use or hire any CVO.
- use offensive, abusive, or obscene language, gestures, or other forms of communication.

CVO shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). CVO shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect.

### **6.4. Passenger Loading or Unloading**

CVO shall only receive passengers for hire in an area designated by the City following authorized procedures. CVO may not refuse a passenger for any reason unless stipulated herein.

- CVO may refuse service if the CVO has been dispatched on another call, if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol, or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. CVO shall be trained and provide transportation services for disabled or handicap passengers.

### **6.5. Commercial Vehicle Equipment and Condition**

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the City at any time to determine compliance with these Rules and Regulations.

- Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the City.



If Commercial vehicle is required to have a taximeter, CVO shall ensure the taximeter is in proper recording position and visible to all passengers as well as a meter light burning during the hours of darkness.

**6.6. Fees**

Nothing in these Rules and Regulations shall be construed as granting any CVO the right to operate at the Airport without first obtaining written authorization from the City.

**6.7. Complaints**

CVO shall respond fully in writing and/or as otherwise requested by the City within 14 calendar days to any written customer complaint to or from the Airport and shall assist the City to investigate and resolve customer complaints. CVO shall respond fully in writing and/or as otherwise requested by the City within 14 calendar days to any inquiry by the City.



## **7. TENANT**

### **7.1. Introduction**

Tenant used herein refers to any person, Association, and/or entity that has entered into an agreement with either the City or an Operator to occupy land and/or improvements (Leased Premises) at the Airport.

### **7.2. Security**

Tenants shall complete and submit an Airport Identification Badge Application to the Airport and complete all applicable training programs. Prior to accessing or entering a Restricted Area, Tenants shall possess an approved Airport Badge which authorizes such access.

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access to a Restricted Area through Leased Premises must remain closed, locked, and secured except when in use. Tenant is responsible for maintaining security on the Leased Premises and not allow unauthorized access to the AOA through the Leased Premises. Tenants are required to comply with the Airport Security Program (ASP) as approved by the Transportation Security Administration. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the City.

Active logs of keys, Airport Badges, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the City upon request. Any lost or stolen keys, Airport Badges, access cards, or other media shall be reported to the City immediately.

All applicable reporting requirements must be fully complied with as established by the City, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to the AOA shall not be located within three feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

### **7.3. Escort of Invitees**

Tenant shall escort all invitees, agents, employees, and guests who do not possess a valid Airport Badge while accessing Restricted Areas.

### **7.4. Construction or Alteration of Improvements**

Any construction or alteration of an Improvement on the Leased Premises will undergo an obstruction evaluation/airport airspace analysis (OE/AAA) *FAA Form 7460-1* and shall be performed in compliance with the City's review of proposed construction or improvements.

### **7.5. Maintenance of Premises**

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- kept free and clear of snow as much as practicable,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear excepted, and
- maintained in a condition of repair and general maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the City's sole discretion, reimburse the City for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom Tenant does business.

Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign object debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the City) may result in the City conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the City.

#### **7.6. Fire Prevention**

Open flame operations are prohibited unless expressly authorized by the Aviation Director. Open flames, matches, and lighters are prohibited within 50 feet of any aircraft and within 100 feet of any fuel storage Facility, Refueling Vehicle, or aircraft being fueled or defueled. No person shall store material or equipment, use flammable liquids or gases, or allow the Leased Premises to be in such condition as to violate, in any manner, the fire codes in effect on the Airport. The storage of paint thinners, fuel, or other hazardous or volatile materials in Hangars is expressly prohibited.

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and the City. All empty oil, paint and varnish cans, bottles, or other containers shall be disposed of in an appropriate and timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the Hangars or other buildings. Drip pans shall be placed under engines of stored aircraft and shall be maintained so as to prevent accumulations of liquid in the pans.

Individuals conducting Fuel Handling must receive fire prevention training and instruction by the Fire Department (if available from the City or in accordance with an FAA Approved Part 139 Fuel Handling Training course, as applicable) immediately upon employment and receive such fire prevention training and instruction annually thereafter.

- Fire prevention training and instruction, if available and provided by the Fire Department, shall include the use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and any other items deemed necessary and/or appropriate (for the Activity). Documentation shall be retained by the Tenant of all fire prevention training and instruction received by each employee.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with practices recommended by the NFPA.

- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records, (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone number.

#### **7.7. Heating Equipment**

All heating equipment and fuel burning appliances installed on the Airport shall conform to the International Building Code, and NFPA 1 (Fire Code), Legal Requirements, and comply with any additional requirements imposed by the Fire Marshal.

#### **7.8. Aircraft Hangars**

The use of Hangars shall conform with all Legal Requirements including applicable building codes as well as the practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and the City. Each Hangar shall be equipped by the tenant with an appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with Legal Requirements.

Aircraft Hangars shall only be used for the parking and storage of Continuously Airworthy aircraft as approved by the City and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Aircraft Hangars shall only be used by the Tenant and its employees, agents, customers, visitors, suppliers, or persons for the parking and storage of aircraft and associated aircraft equipment and supplies as approved in writing by the Aviation Director and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- Space heaters may be utilized in Hangars so long as there is not a glowing element, not left unattended while operating, and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.
- Hangar floors shall be kept free from accumulation of oil, grease, flammable liquids, rags, or other waste materials.

Aircraft parked in Hangars shall be parked in a manner to be completely contained in the Hangar and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Consistent with the FAA *Policy on the Non-Aeronautical Use of Airport Hangars* (Docket No. FAA 2014-0463), as amended, the City has the sole option to “restrict or prohibit storage of non-aeronautical items” and that the “Policy neither creates nor constitutes a right to store non-aeronautical items in Hangars.” No Hangar shall be used for the storage of vehicles or property not related to the use, operation, or maintenance of aircraft. This prohibition does not preclude the storage of ground vehicles on a temporary basis while the occupant is travelling in an aircraft stored in the structure. The Aviation Director shall have the right of inspection to ensure compliance with this provision. Any prohibited item shall be removed upon reasonable notice by the Aviation Director, and, if not removed as instructed, shall be subject to removal by the Aviation Director at the responsible person’s expense.

However, the City may approve storage of non-aeronautical equipment, at the City's sole discretion, so long as (1) an airworthy aircraft is parked in the Hangar and the aircraft can be moved in and out of the Hangar without hinderance or (2) storage of equipment associated with an Aeronautical Activity (e.g., skydiving, ballooning, or gliding). Examples of permitted and prohibited uses are outlined below with the understanding that the City retains the right, consistent with the *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, to further restrict or allow specific non-aeronautical storage at the Airport.

- Permitted non-aeronautical storage:
  - Storage of non-airworthy aircraft requiring long-term major renovation or restoration authorized in writing by the Aviation Director.
  - Storage of non-airworthy aircraft during Non-Commercial construction of amateur-built or kit-built aircraft in compliance with progress benchmarks and authorized in writing by the Aviation Director.
  - Storage of aircraft handling equipment (e.g., tow bar, workbenches, tools, etc.) and materials used to service, maintain, repair, or outfit the aircraft.
  - Storage of ancillary or incidental items related to the aircraft.
  - Storage of vehicles which are fully operation and authorized by the City while the Based Aircraft in the Hangar is gone.
  - Storage of other non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar as approved by the Aviation Director.
- Prohibited non-aeronautical uses or storage:
  - Use for the purpose of sleeping in lieu of a hotel, motel, or other accommodations or as a residence.
  - Use for the operation of a non-aeronautical business (e.g., transportation services, business office, etc.) or storage of non-aeronautical business inventory.
  - Storage of non-aeronautical items in lieu of an off-Airport storage unit.
  - Storage of derelict or non-airworthy aircraft or parts for longer than 12 months.
  - Storage of items prohibited by Legal Requirements.
  - Storage of Hazardous Materials not in compliance with these Rules and Regulations.

### **7.9. Aircraft Maintenance in Hangars**

Aircraft Maintenance may be conducted on Tenant's owned aircraft within Tenant's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Aviation Director:

- Welding
- Cutting in a way that creates sparks
- Open flames and torches
- Servicing any part of a fuel system or transferring fuel
- Painting

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the building and fire codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable Legal Requirements.

#### **7.10. Aircraft Tiedowns**

Aircraft parked in a Tiedown space shall be parked in a manner to be completely contained in the Tiedown space and shall not be positioned in such a manner to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with Legal Requirements, Aircraft Line Maintenance (as defined in Appendix B) including preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

#### **7.11. Storage of Materials and Equipment**

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the City.
- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises if such storage fully complies with Legal Requirements.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the City.

#### **7.12. Compressed Gases**

Oxygen or any compressed gas in a cylinder or portable tank (excluding compressed air tanks for tire inflation) must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA and all applicable Legal Requirements.

#### **7.13. Lubricating Oils**

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the City and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the City. Such containers may only be stored in compliance with Legal Requirements and consistent with the Airport's SWPPP.

#### **7.14. Right of Entry**

The City shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements and hangar use whether the right of entry is provided for in any Agreement. For Improvements owned by the City, the Tenant shall provide the City with a key capable of gaining access to the facilities, buildings, and Improvements. For Improvements owned by the Tenant, the City shall provide 48-hours advanced notification.

The City and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

#### **7.15. Non-Commercial Flying Club**

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of North Carolina, operates on a non-profit basis, and does not promote or advertise the Flying Club to the public as a SASO. A Flying Club shall conform with FAA Compliance Manual Order 5190.6B Section 10.6, as amended.

This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- Flying Club shall keep on file and available for review by the City, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the City:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club shall not permit its aircraft to be utilized for flight instruction to any person, including members (Owners), when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction provided by an approved Flight Training Operator on the Airport. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator or Independent Flight Training Operator (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

**Insurance** – Flying Club shall procure, maintain, and pay all premiums and carry and keep insurance policies in full force and effect for the applicable insurance coverages and limits, as delineated by the City.



## 8. AVIATION FUELING

### 8.1. Introduction

The general aviation fueling rules and regulations (Section 8.2) apply to any entity engaged in Fuel Handling. Some general rules and regulations may not apply to entities engaged in Non-Commercial Aviation Self-Fueling without Refueling Vehicles.

The City assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure; any error, omission, or negligence; or any violation of any Legal Requirement relating to Fuel Handling. Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities Refueling Vehicles, Fuel Handling, and training. Entities engaged in Fuel Handling shall fully reimburse the City for any fines, legal or court costs, incurred by the City for any such violation, error, omission, or negligence.

### 8.2. General

All Fuel Handling, and Refueling Vehicles on the Airport shall be performed in compliance with Legal Requirements including, without limitation, the following, as each of the same may be amended or superseded:

- 40 CFR Part 112, Oil Pollution Prevention
- FAA AC 150/5230-4, Aircraft Fuel Storage, Handling and Dispensing on Airports
- FAA AC 00-34A, Aircraft Ground Handling and Servicing
- FAA AC 150-5210-5 Series, Painting, Marking and Lighting of Vehicles Used on an Airport
- National Fire Prevention Association (NFPA)'s Code No. 407, Standard for Aircraft Fuel Servicing; and Code No. 30, Flammable and Combustible Liquids Code
- NFPA 385, Standard for Tank Vehicles for Flammable and Combustible Liquids
- NFPA 10, Standard for Portable Fire Extinguishers
- Air Transport Association Specification 103, Standards for Jet Fuel Quality
- Underwriters Laboratories 2085, Protected Aboveground Tanks for Flammable and Combustible Liquids
- Cabarrus County Fire Code
- North Carolina Fire Code

Consistent with Section 1.5 of these Rules and Regulations, only the City shall be permitted to engage in Commercial Aviation Fueling.

**Fuel Quality Control** – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), ASTM D7547 (UL94), ASTM D4814 (Mogas without ethanol), or associated FAA supplemental type certificate (STC). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

**Diesel Exhaust Fluid (DEF) Contamination** – Personnel are to be trained in the proper storage and handling of DEF to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

**Standard Operating Procedure (SOP)** – SOP shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34 (Series) “Aircraft Ground Handling and Servicing.” The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles. The SOP shall be made available to the City for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

**Fuel Handling** – No aircraft shall be fueled or defueled while inside any building, Hangar, or enclosed space, unless approved in writing by the Aviation Director prior to Fuel Handling. No aircraft shall be fueled or defueled if an electrical storm is in progress within 3 miles of the Airport. Fuel Handling shall be conducted with adequate fire extinguishers immediately available to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and the City. All extinguishers shall be inspected and certified, as required by law, and all Fuelers shall be properly trained on the use of fire extinguishers.

No person shall start any engine of an aircraft if there is any flammable or combustible liquid or other volatile fluid on the ground within 50 feet of the aircraft. The lighting of an open flame, including matches, or any source of ignition is prohibited within 100 feet of any fueling operation. During Fuel Handling, no person shall operate any radio transmitter or receiver in the aircraft being fueled or defueled, switch electrical appliances on or off in such aircraft, or perform any act which may cause a spark within 50 feet of the aircraft.

Fuelers shall provide pumps for dispensing aviation fuels from a fixed location or dispensing truck. These pumps shall be equipped with metering devices that meet all safety standards of the aviation fueling industry and the FAA. The metering devices must be inspected, checked, and certified by appropriate state and local agencies. All fuel dispensing equipment, hoses, funnels or apparatus used in fueling or defueling shall be maintained in good condition and be properly grounded, in accordance with FAA and NFPA guidelines, and in compliance with the Federal Water Pollution Control Act. All gasoline powered Refueling Vehicles intended for use on the Airport must be equipped with antispark exhaust systems. The engine exhaust system shall be designed, located and installed so as to minimize the hazard of fire.

Automotive fuels, also known as Mogas, shall be dispensed only into aircraft certified for use of such fuels. Mogas may be stored and dispensed only in connection with Non-Commercial Self-Fueling and shall not be offered for sale on a Commercial basis at the Airport.

The transfer of fuel from one Refueling Vehicle to another is prohibited on the Airport, except as may be approved in writing by the Aviation Director. No Refuel Vehicle designed for, or that is employed in, the transportation of fuel, shall be operated on a taxiway or runway at any time without express prior permission from the Aviation Director to operate that vehicle at that place and at that time. Only those Refueling Vehicles that are actively engaged in Fuel Handling are permitted to park in the ramp areas. Refueling Vehicles shall be removed from the ramp areas immediately following fueling operations. Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the City during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.



No aircraft shall be fueled while one or more of its engines are running, except when accomplished under appropriate and safe procedures approved by the FAA. Unless engaging in Rapid Refueling, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any mobile phone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

Prior to engaging in Fuel Handling, entity shall provide the City with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the City at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any Refueling Vehicle. The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles. The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress. The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Fuel Handling shall be conducted outdoors and at least fifty feet from any hangar or building and Refueling Vehicles must be pointed away from fueled aircraft and have a clear route of egress in the case of emergency.

Refueling Vehicles shall be refueled only at refueling stations approved by the Fire Department and the City. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

**Rotorcraft Rapid Refueling** – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all Legal Requirements.

Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the fuel inlet port(s), vents, or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

Only designated personnel approved by the City, trained in rapid refueling operations, shall operate the Refueling Vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during Fuel Handling. Fuel shall be dispensed into an open port from approved type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

**Refueling Vehicles** – Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:

- NFPA Codes;
- 14 CFR Part 139.321 “Handling/Storing of Hazardous Substances and Materials”; and
- Applicable ACs including AC 00-34 (Series) "Aircraft Ground Handling and Servicing" and AC 150/5210-5 (Series) "Painting, Marking and Lighting of vehicles Used on an Airport".

Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded. All Refueling Vehicles shall be fitted with the fueling nozzle designed and intended for the fuel dispensed from the Refueling Vehicle. During Fuel Handling, the aircraft and the dispensing apparatus shall be bonded to equalize voltage potential. Fuelers shall provide for the adequate handling and disposal of all trash, waste, petroleum products, and other Hazardous Materials, including but not limited to, used oil, solvents, and other waste in accordance with federal, state and local laws.

Each Refueling Vehicle shall have two listed fire extinguishers, each having a rating of at least 40-B:C and a minimum capacity of 9.0kg (20 lbs.) of dry chemical agent, with one extinguisher mounted on each side of the Refueling Vehicle.

Only those Refueling Vehicles which are approved by the City and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the Refueling Vehicle safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump’s rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

### Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

### Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the City upon request.

### **8.3. *Non-Commercial Aviation Self-Fueling***

**Introduction** – Any entity engaged in Non-Commercial Aviation Self-Fueling shall comply with this Section and all applicable provisions of 8.2 of these Rules and Regulations. Non-Commercial Aviation Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner’s Employee(s) using the Aircraft Owner’s vehicles, Equipment, and resources.

**Permit** – No person shall engage in Non-Commercial Aviation Self-Fueling unless and until a Non-Commercial Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been obtained from the City. To obtain a Self-Fueling Permit, an applicant must provide evidence of ownership or lease for every aircraft for which Self-Fueling privileges are requested. To obtain a Self-Fueling Permit, an applicant must provide evidence that it is a tenant at the Airport pursuant to an Agreement. Permittee shall procure and deliver to the City, with the application for a Self-Fueling Permit, a current, original Certificate of Insurance acceptable to the City showing insurance coverage for the duration of the Self-Fueling Permit for at least the amounts specified by the City. All insurance policies shall name the City as an additional insured, and shall not be subject to cancellation or change except after thirty days prior written notice of such cancellation or change to the City by the carrier.

The term of a Self-Fueling Permit shall be no longer than one year and shall be subject to renewal. Self-Fueling Permittee may only fuel aircraft identified on the Self-Fueling Permit. No other aircraft may be fueled by Self-Fueling Permittee. Self-Fueling Permittee shall ensure that only persons employed by Self-Fueling Permittee are involved in Fuel Handling and that all employees are trained in accordance with Section 8.2.

Self-Fueling Permittee shall have at least one, 20-pound, Class B/C fire extinguisher available during Fuel Handling. Refueling Vehicles shall not be permitted to park inside any structure on the Airport. Each Self-Fueling Permittee shall meet with Airport personnel to discuss fueling fire safety and associated safety procedures before the first time fuel is dispensed by Self-Fueling Permittee. The Aviation Director shall have the right to conduct fire safety inspections upon reasonable notice to Self-Fueling Permittee any time during the term of a Self-Fueling Permit.

Self-Fueling Permittee may terminate the Self-Fueling Permit upon written notice to the City. Self-Fueling Permittee shall agree to assume liability in connection with fuel handling, and dispensing, and to indemnify, hold harmless and defend the City, on terms prescribed by the Self-Fueling Permit. A Self-Fueling Permit is not assignable or transferable. Self-Fueling Permittee shall not enter into any agreement to transfer any of Self-Fueling Permittee’s privileges under the Self-Fueling Permit whereby other persons share in the privileges or services authorized by the Self-Fueling Permit.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the City identifying the number of gallons of: (i) aviation fuel purchased by Self-Fueling Permittee (by fuel type), and (ii) dispensed to Self-Fueling Permittee’s aircraft at the Airport and (b) pay the appropriate fees due to the City.

Records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of fuel delivered to Self-Fueling Permittee’s aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due the City, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**Operations** – Self-Fueling Permittee shall dispense aviation fuel only on Self-Fueling Permittee’s Leased Premises or other areas designated by the Aviation Director.

Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited. Hand or power operated pumps shall be used when using drums or other storage containers.

### **Equipment**

Self-Fueling Permittee’s desiring to Self-Fuel with no more than 30 gallons of fuel must store fuel off-Airport or if conducting a local flight, fuel may be stored in an appropriate container on Self-Fueling Permittee’s Leased Premises but shall not be stored overnight on the Leased Premises.

Self-Fueling Permittee desiring to Self-Fuel with more than 30 gallons of fuel shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee’s aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.

- Self-Fueling Permittee’s utilizing off-Airport fuel storage must park the Refueling Vehicle off-Airport when not in use.

**Public Service Agency** – At the City’s sole discretion, entities providing an Emergency Public Service are not required to meet the fueling equipment requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance, by the City.

### **8.4. Fees**

To compensate the City for the use of the Airport, each Fueller shall pay the City a fuel flowage fee which may be established by the City, as may be amended from time to time.

## APPENDIX A – PMCD GENERAL PROVISIONS

### **A-1. Purpose**

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

### **A-2. PMCD Definitions and Acronyms**

The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into all PMCDs by reference. Words that are not defined shall be construed consistent with common meaning or as generally understood.

### **A-3. PMCD Distribution**

PMCDs shall be available via the City’s website. Lessees controlling exclusive Leased Premises shall be responsible for distribution of these PMCDs to their employees, Sublessees, contractors, subcontractors, and visitors, as applicable.

### **A-4. PMCD Applicability**

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

### **A-5. PMCD Effective Date**

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the City, unless repealed by the City.

### **A-6. Airport Sponsor, Operator, and Governing Body**

The Airport is owned and operated by City of Concord (City) and governed by the City of Concord City Council (Council).

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Airport by the North Carolina General Statutes Chapter 63, which grants the City the power to regulate the use of the Airport and to adopt necessary rules and regulations..

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the City by and through the Council.

### **A-7. Airport Management**

The Aviation Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all City owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The Council has authorized the Aviation Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the City. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Aviation Director.

**A-8. *Statement of Policy***

It is the desire of the City to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport's long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the City reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

**A-9. *Non-Discrimination***

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

**A-10. *Compliance with Legal Requirements and Agreements***

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the City under any existing Agreement.

**A-11. *Conflicting Legal Requirements***

If any provision of the PMCDs is found to conflict with any other City policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail to the extent permitted by law.

**A-12. *Right to Self-Service***

All persons have the right to service an aircraft that the person owns or that the person has under their exclusive use and operational control pursuant to a long-term lease or similar agreement manifesting that the aircraft is within the person's care, custody and control. Each person self-servicing an aircraft shall have the requisite training and/or certification as may be required by these Rules and Regulations and the FAA. Licensed pilots are permitted to perform preventive maintenance in accordance with 14 CFR Part 43.

The City does not recognize aircraft managers, co-ops, or hangar associations to be the owner or lessee of an aircraft, and each entity is therefore not permitted to self-service. Flying clubs and companies engaged in fractional ownership operations pursuant to 14 CFR Part 91 that are the owner or lessee of an aircraft are permitted to self-service, in accordance with Legal Requirements. Self-servicing shall be performed only by the aircraft owner or lessee or employees of the owner or lessee. The Aviation Director may require proof of employment, such as a copy of the employee's W-2 Statement.



**A-13. Prohibited Activities**

Unless approved by prior Agreement, the following activities are prohibited at the Airport: Through-the-Fence activities and Co-Op Self-Service (the sharing of vehicles, Employees, equipment, and/or resources).

**A-14. Fines or Penalties**

Entities shall have the responsibility to pay any fine or penalty levied against entity, the City, or the Council, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

**A-15. Severability**

If any one or more clauses, sections, or provisions of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of the PMCDs.

**A-16. Subordination**

The PMCDs are subject and subordinate to the provisions of any agreement between the City and the State of North Carolina or the United States Government pertaining to the planning, development, operation, and management of the Airport and are specifically subordinated to, and shall be construed in accordance with, the Airport Sponsor Assurances.

The City recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

**A-17. Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the City or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided.

Operator, Lessee, or Sublessee shall provide notice to the City of a change of address within 14 calendar days of change of address.

**A-18. Amendments**

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Council. The Council may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The Council may issue emergency policies, standards, rules, regulations, or directives from time to time.

**A-19. Variance or Exemption**

The Aviation Director may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Aviation Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought;
- describe the proposed variance or exemption;
- state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Aviation Director approving or denying a variance or exemption, the Aviation Director shall conduct a review of all relevant information. Approval or denial by the Aviation Director of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approved variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Section A-22 of these PMCD General Provisions.

**A-20. Possible Grounds for Rejecting Application, Variance, or Exemption**

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City may reject any application, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the City).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The City or the FAA has determined that the proposed activity and/or Improvement would create a safety or security risk or constitute a Hazard, obstruction, or danger to air navigation.
- The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activity and/or Improvement that the City is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activity and/or Improvement is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvement at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activity and/or Improvement do not comply with the ALP currently in effect or anticipated to be in effect.



- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State of North Carolina, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity or Improvement.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or agreement or sublease at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity or Improvement.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.
- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the City.
- The entity's interests and/or the proposed activity or Improvement are inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the City; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City.

#### ***A-21. Enforcement***

The Aviation Director has the authority to take such action as may be necessary to enforce the PMCDs, and to safeguard the public using the Airport and Airport facilities. All persons on the Airport shall cooperate with the Aviation Director. The Aviation Director may order any person to cease and desist any activities or conduct in violation or noncompliance with the PMCDs. The Aviation Director may order any person who knowingly fails to comply with a cease and desist order be removed from or denied access to the Airport. An order of removal or denial of access shall be in writing and shall be hand delivered or sent by certified mail to the last known address of the person failing to comply. The written notice shall set forth the reasons for removal or denial of access.

A violation of the PMCDs by an Airport tenant who knowingly fails to comply with a cease and desist order shall constitute a default under the tenant's Agreement. In addition to any other remedy, the City may enforce the PMCDs by injunction, order of abatement, or other appropriate equitable remedy issuing from a court of competent jurisdiction. Law Enforcement Officers are authorized to enforce violations of the PMCDs pursuant to N.C. Gen. Stat. 14-4. Each day's violation, or continuing violation, of any provision of these Rules and Regulations is a separate and distinct offense.

The City reserves the right to promulgate a schedule of fines and penalties to address violations of the PMCDs. The assessment of a fine or penalty may be appealed to the Aviation Director in the manner set forth in Section A-24 of these PMCD General Provisions.

**A-22. Appeals**

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Aviation Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Aviation Director is waived.

The Aviation Director shall respond to such written claim within 14 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Aviation Director's request or the claim is waived. Thereafter, the Aviation Director shall make a written determination with respect to the claim within 14 calendar days after receipt of the additional information. In either case, the Aviation Director's written determination shall be final and conclusive unless within 14 calendar days from the date of the Aviation Director's written determination, the party requests, in writing, an appeal to the City Clerk stating specifically all grounds of appeal.

The City Manager shall decide any appeal within thirty (30) days of the written request for review. The decision of the City Manager is final.

**A-23. Rights and Privileges Reserved**

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following enumerated reserved rights and privileges, the City reserves all the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the City (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The City reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The City reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the City that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the City to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The City reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. Except in cases determined by the City to constitute an emergency, the City will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The City shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.

- The City reserves the right to prohibit any entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or User upon determination by the City that such Lessee, Sublessee, Operator, Permittee, or User has not complied with these Rules and Regulations, or has otherwise jeopardized the safety or security of entities or the land and/or Improvements located at the Airport.
- The City (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- The City reserves the right to prohibit any entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or user upon determination by the City that such Lessee, Sublessee, Operator, Permittee, or user has not complied with the PMCDs, or has otherwise jeopardized the safety or security of entities or the land and/or Improvements located at the Airport.
- During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the City and the United States Government, shall be suspended, without any liability on the part of the City.
- The City will not relinquish the right to take any action the City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The City will not waive any sovereign, governmental, or other immunity to which the City may be entitled nor shall any provision of any Agreement be so construed.
- The City will not submit to the laws of any state other than those of the State of North Carolina.
- The City is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any proposed Agreement. In addition, the City is under no obligation to: (a) pursue federal, state, or other funds to contribute to such development or (b) provide matching funds to secure such funding.
- The City reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the City including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the City's mission, vision, values, goals and objectives for the City and the Airport.

## APPENDIX B – PMCD DEFINITIONS AND ACRONYMS

### Definitions

Abandoned – Property, other than aircraft or vehicles, voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity that involves, makes possible, or is required for the operation of an aircraft, launch or reentry vehicle, or that contributes to, or is required for, the safety of such operations.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories including the replacement of parts (as described in 14 CFR Part 43).

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the ALP (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Concord-Padgett Regional Airport (JQF).

Airport Identification Badge – A media allowing access to certain parts of the Airport.

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Aviation Director – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An entity legally formed and recognized under the laws of the State of North Carolina having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Aviation Gasoline (Avgas) – Fuel commonly used to power piston-engine aircraft, including Mogas.

Based Aircraft – An aircraft identified in an Agreement with the City.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the City providing evidence of the insurance coverages and policy limits.



City of Concord City Council, (or representatives, officers, officials, employees, agents, and volunteers thereof) – The legislative body of the City consisting of seven members, each of whom are elected at-large from districts for staggered four-year terms.

City of Concord Fire Department (Fire Department) – The City Fire Department provides fire services as well as several community services to the City.

City of Concord Police Department (Police Department) – The City Police Department provides law enforcement services as well as several other community services to the City.

Co-Op Fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner’s Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated within the AOA will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Commercial Vehicle Operator – An entity that operates a vehicle on the Airport for commercial purposes to provide ground transport services.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Continuously Airworthy – An Aircraft that meets all applicable legal and FAA requirements to remain in a current and flyable condition with minimal interruption for required inspections, maintenance, or repair.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Derelict – Property that is in poor condition as a result of disuse or neglect.

Drop Zone – intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

**Exclusive Right** – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

**Fuel Handling** – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

**Fueler** – A Person that is permitted to store, handle and dispense fuel for purposes of self-fueling.

**General Aviation** – All aviation with exception of Air Carriers and the military.

**Hangar** – Any fully or partially enclosed storage facility for an aircraft.

**Hangar Keeper's Legal Liability** – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

**Hazardous Materials** – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

**Improvements** – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

**Independent Operator** – An entity offering aeronautical service(s) but without an established place of business on the Airport.

**Infrastructure** – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc.

**Jet Fuel** – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

**Landside** – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

**Land Use Plan** – A document approved by the FAA as part of the ALP used to guide land use surrounding the Airport.

**Law Enforcement Officer** – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

**Leasing/Rents and Fees Policy** – PMCD that sets forth the parameters for leasing Airport land and Improvements and outlines the process for establishing and adjusting rents and fees at the Airport, as may be amended from time to time.

**Leased Premises** – The land and/or Improvements used exclusively under Agreement by a Lessee.

**Legal Requirements** – All applicable federal, state, City, and local laws, codes, ordinances, executive orders, policies, and regulations.

**Lessee** – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

**Light Aircraft** – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

**Light Sport Aircraft** – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

**Limousine** – A vehicle, for hire, which is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one’s presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – PMCD that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Commercial Aeronautical Activities at the Airport, as may be amended from time to time.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the Movement Area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of North Carolina that collectively owns and operates

aircraft and restricts membership from the general public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Notice to Airmen (NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, Airport Operations, ATC, or other authorized Agency.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement to engage in Commercial Aeronautical Activities at the Airport.

Operations Department – Department of City responsible for Airport safety and security.

Passenger Terminal – The building at an airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has entered into an Agreement to conduct an Activity at the Airport.



Primary Management Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the City, as may be amended from time to time, including Rules and Regulations, Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Passenger Terminal lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage. or placards.

Rules and Regulations – PMCD that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under City approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of City staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (SPCC) – A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

Sterile Area – The area in the Passenger Terminal beyond the security screening checkpoint(s).

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and for which, the City has given proper consent

Sublessee – An entity that has entered into a Sublease with a Lessee that has been properly consented to by the City.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with either the City or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the airport's property boundary to the airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not a Based Aircraft.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

**Acronyms**

AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice to Airmen
SASO	Specialized Aviation Service Operator
SIDA	Security Identification Display Area
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SRM	Safety Risk Management
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association



City of Concord  
Concord-Padgett Regional Airport  
9000 Aviation Boulevard  
Concord, North Carolina 28027  
704.920.5901

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# General Aviation Minimum Standards

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Concord-Padgett Regional Airport

*City of Concord*

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November 26, 2025

<b>1. INTRODUCTION.....</b>	<b>1</b>
1.1. Purpose .....	1
1.2. Compliance with Legal Requirements and Agreements .....	1
1.3. PMCD Definitions .....	1
1.4. Exclusive Rights .....	1
1.5. Pioneering Period.....	2
1.6. Applicability.....	2
1.7. Amendments .....	2
<b>2. GENERAL REQUIREMENTS .....</b>	<b>3</b>
2.1. Introduction.....	3
2.2. Experience/Capability .....	3
2.3. Agreement.....	3
2.4. Payment of Rents, Fees, and Charges .....	3
2.5. Leased Premises .....	3
2.6. Airport Sponsor Assurances.....	4
2.7. Licenses, Permits, Certifications, and Ratings.....	5
2.8. Employees .....	5
2.9. Aircraft, Equipment, and Vehicles .....	5
2.10. Hours .....	6
2.11. Security .....	6
2.12. Insurance .....	6
2.13. Enforcement .....	7
2.14. Taxes .....	7
2.15. Multiple Activities.....	8
<b>3. AIRCRAFT MAINTENANCE OPERATOR (SASO) .....</b>	<b>9</b>
3.1. Introduction.....	9
3.2. Leased Premises .....	9
3.3. Licenses and Certifications .....	9
3.4. Employees .....	9
3.5. Equipment.....	9
3.6. Defueling .....	9
<b>4. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO).....</b>	<b>11</b>
4.1. Introduction.....	11
4.2. Leased Premises .....	11
4.3. Licenses and Certifications .....	11
4.4. Employees .....	12
4.5. Equipment.....	12
<b>5. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO).....</b>	<b>13</b>
5.1. Introduction.....	13
5.2. Leased Premises .....	13
5.3. Licenses and Certifications .....	13
5.4. Employees .....	13
5.5. Equipment.....	14
5.6. Hours .....	14
5.7. Insurance Disclosure Requirement .....	14

<b>6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO) .....</b>	<b>15</b>
6.1. <i>Introduction</i> .....	15
6.2. <i>Leased Premises</i> .....	15
6.3. <i>Licenses and Certifications</i> .....	15
6.4. <i>Employees</i> .....	15
6.5. <i>Equipment</i> .....	16
6.6. <i>Hours</i> .....	16
<b>7. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO) .....</b>	<b>17</b>
7.1. <i>Introduction</i> .....	17
7.2. <i>Limitations</i> .....	17
7.3. <i>Location</i> .....	17
7.4. <i>Licenses and Certifications</i> .....	17
<b>8. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO) .....</b>	<b>18</b>
8.1. <i>Introduction</i> .....	18
8.2. <i>Limitations</i> .....	18
8.3. <i>Location</i> .....	18
8.4. <i>Licenses and Certifications</i> .....	18
8.5. <i>Insurance Disclosure Requirement</i> .....	18
<b>9. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO) .....</b>	<b>19</b>
9.1. <i>Introduction</i> .....	19
9.2. <i>Leased Premises</i> .....	19
9.3. <i>Employees</i> .....	19
9.4. <i>Equipment</i> .....	19
9.5. <i>Hours</i> .....	19
<b>10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO) .....</b>	<b>20</b>
10.1. <i>Introduction</i> .....	20
10.2. <i>Scope of Activity</i> .....	20
10.3. <i>Limitations</i> .....	20
10.4. <i>Permit</i> .....	20
<b>11. PERMIT AGREEMENT .....</b>	<b>21</b>
11.1. <i>Introduction</i> .....	21
11.2. <i>Application</i> .....	21
11.3. <i>Approved Permit</i> .....	21
11.4. <i>Existing Operator with an Existing Agreement</i> .....	21

## **1. INTRODUCTION**

### ***1.1. Purpose***

The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation Aeronautical Activities (Activities) available to the public at the Concord-Padgett Regional Airport (Airport); (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of General Aviation Operators at the Airport.

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the Airport Director.

### ***1.2. Compliance with Legal Requirements and Agreements***

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the Primary Management Compliance Documents (PMCDs). Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the City under any existing Agreement.

### ***1.3. PMCD Definitions***

These Minimum Standards incorporate, by reference the defined words and acronyms identified in Appendix B – PMCD Definitions and Acronyms of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

### ***1.4. Exclusive Rights***

Granting rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the City as a condition to receiving federal and/or state funds.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the City should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Activities and are willing to meet these Minimum Standards.



The opportunity to engage in Activities shall be made available to those entities willing and able to comply with these Minimum Standards and as land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the City and the public, as determined by the City in its sole discretion.

The City is exercising its proprietary exclusive right, consistent with and as allowed by the Assurances, for the provision of Fixed Base Operator (FBO) services including aviation Fuel Handling, aviation fuel storage, passenger and crew services, and Commercial aircraft storage.

### ***1.5. Pioneering Period***

When specific Activities (e.g., product or service) are not currently being provided at the Airport, the City may enter into an Agreement with terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period).

### ***1.6. Applicability***

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the City consistent with Appendix A-19 of the Rules and Regulations.

**New Operators and Agreements** – These Minimum Standards shall apply to any new Operator desirous of engaging in Activities at the Airport and new Agreements (with new or existing Operator's) relating to the leasing and/or occupancy of land or Improvements for the purposes of engaging in Activities.

- Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption, to comply with these Minimum Standards.

**Existing Operators and Agreements** – These Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Activities, the existing Operator shall comply with these Minimum Standards.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the City from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

### ***1.7. Amendments***

If these Minimum Standards are amended after an Operator enters into an Agreement, Operator shall not be required to comply with the amended Minimum Standards, except as provided for in Operator's Agreement or until:

- such time as Operator's existing Agreement is amended,
- the City approves an assignment of Operator's Agreement to another entity, or
- Operator enters into a new Agreement with the City.



## 2. GENERAL REQUIREMENTS

### 2.1. Introduction

Operators engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

### 2.2. Experience/Capability

Operator shall, in the judgment of the City, demonstrate before and throughout the term of the Agreement the following:

- the capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports, and
- the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the City; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Activities.

### 2.3. Agreement

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

### 2.4. Payment of Rents, Fees, and Charges

Operator shall pay the rents, fees, or other charges on time, as specified by the City for engaging in Activities, as may be amended from time to time. The City may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the City by any legal means available to the City under any Agreement and as provided by Legal Requirements.

### 2.5. Leased Premises

Operator shall lease Contiguous land and/or lease, construct, or have immediate access to Improvements for the Activities as required in these Minimum Standards and in compliance with Section 7.5 *Maintenance of Premises* of the Rules and Regulations. In addition, all signage shall be approved by the Airport Director.

**Approval** – Construction of any Improvements must be approved in advance by the City and the Airport Director, in accordance with the City's requirements, and any Agency having jurisdiction.

**Contiguous Land** – All required Improvements including, but not limited to, Ramp, paved Tiedowns, facilities, and vehicle parking shall be located on Contiguous land.

Lessees shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, as required in these Minimum Standards.

**Ramp/Paved Tiedowns** – Ramp associated with hangars shall be able to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft. Ramp (including paved Tiedowns) must be:

- contiguous and separated by no more than a Taxilane which allows entity to taxi or tow aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator's Leased Premises;
- located so as to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

If Operator utilizes a hangar for storing Operator's aircraft fleet and Operator does not handle or store customer aircraft, Tiedowns are not required.

**Vehicle Parking** – Paved vehicle parking shall be sufficient to accommodate all vehicles and Equipment currently utilizing the Operator's Leased Premises daily.

- Leased Premises that require public access shall have direct Landside access.
- Paved vehicle parking shall be located in close proximity to Operator's primary facility
- On-street vehicle parking is not permitted.

**Hangars** – Hangars identified throughout these Minimum Standards shall have appropriate door height and door width for the type of aircraft being serviced, unless otherwise stipulated by the Airport Director.

Hangar door heights and widths may be less if the hangars are subdivided and configured to accommodate individual bays for storage of single-engine piston aircraft.

**Self-Service Maintenance** – The following minimum standards are for Operators engaged in Self-Service maintenance on aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (see Section 4 of these Minimum Standards).

Leased Premises (square feet)	Standard	Notes
Maintenance area	500	Shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	2,500	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft maintained by the Operator, whichever is greater.

## 2.6. Airport Sponsor Assurances

To ensure City's compliance with the Assurances, Operator shall (1) provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and (2) charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a 14 CFR Part 13 or 14 CFR Part 16 complaint and upon request, Operator shall submit a schedule of product, service, and facility pricing to the City within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

### **2.7. Licenses, Permits, Certifications, and Ratings**

Prior to engaging in Activities at the Airport, Operator and Operator's employees shall obtain and comply with, at Operator's or employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the City or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all licenses, permits, certifications, or ratings that are required to be posted.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the City within 14 calendar days.

Operators engaged in Activities at the Airport, whether using or occupying Airport land and/or Improvements, shall adhere to the practices recommended by the Federal Aviation Administration (FAA) and shall comply with all Safety Management Systems (SMS) Legal Requirements and directives issued by the City.

Entities engaged in Activities defined herein shall obtain a *Permit Agreement* (Permit) as outlined in Section 11 of these Minimum Standards prior to engaging in Activities.

Entities not based at the Airport and conducting occasional Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography may be required to obtain a *Permit Agreement* (Permit) unless specifically exempted by these Minimum Standards.

### **2.8. Employees**

Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities, Employees, and Leased Premises.

- The designated person shall have experience managing similar Activities.
- Operator shall give due consideration to notification from the City of dissatisfaction with the designated person's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor(s) shall be Readily Available and authorized to represent and act on Operator's behalf with respect to Operator's Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

Operator shall have in its employ, on duty, and immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.

### **2.9. Aircraft, Equipment, and Vehicles**

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

- appropriate measures are being taken to return the aircraft, Equipment, or vehicle to service as soon as possible and
- fully operational back-up aircraft, Equipment, or vehicle is available within a reasonable period of time to provide the required product or service.

### **2.10. Hours**

Operator's hours that products, services, and facilities are available and contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards or in an Agreement, Operator's Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight hours per day between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday excluding holidays.

Unless otherwise stated in these Minimum Standards or in an Agreement, Operator's Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

### **2.11. Security**

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the City including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

Operator shall develop and maintain a Security Plan for Operator's Leased Premises and Activities.

- Operators are required to comply with the Airport Security Program (ASP) as approved by the Transportation Security Administration (TSA). Upon request, Operators must demonstrate written compliance with all relevant and applicable TSA requirements to the City within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the City, FAA, TSA, and any other Agencies.

### **2.12. Insurance**

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by Legal Requirements and set forth by the City for Operator's Activities.

- The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of North Carolina (with a Best rating of A or above) or be approved in writing by the City.
- When coverages or limits set forth by the City are not commercially available, appropriate replacement coverages or limits must be approved in writing by the City at least 30 calendar days before Operator is scheduled to commence Activities.
- The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- “City of Concord and/or the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the City of Concord.”
- “Such insurance, as to the interest of the City of Concord only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City of Concord and/or the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”
- “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to City of Concord.”

Companies issuing required insurance policies shall have no recourse against the City for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the City upon execution of any Agreement, or when approval is given by the City to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the City every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

### ***2.13. Enforcement***

In the event an entity fails to comply with these Minimum Standards, the Aviation Director or designee shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the Aviation Director explaining why the violation occurred and to advise the Aviation Director that the violation has been corrected or (b) when and how the violation will be corrected. The City, in its sole discretion, has the right to suspend the entity’s Activities and/or revoke the entity’s privileges at the Airport, as the City deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the City. The entity shall pay for any costs incurred by the City, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

### ***2.14. Taxes***

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator’s Activities conducted at the Airport.

**2.15. Multiple Activities**

When Operator engages in more than one Activity at the Airport, the minimum standards and requirements (including the insurance coverages and limits) for the combined Activities shall be established by the City. The minimum standards and requirements for the combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, employees, vehicles, Equipment, aircraft, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.

### **3. AIRCRAFT MAINTENANCE OPERATOR (SASO)**

#### **3.1. Introduction**

An **Aircraft Maintenance Operator** is engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

#### **3.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Piston	Turbine
<b>Customer, Administrative, and Maintenance area</b>	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
Lessee	1,600	2,000
<b>Customer area</b>	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
Lessee	500	500
<b>Hangar</b>	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
Lessee	6,400	10,000

#### **3.3. Licenses and Certifications**

Operator shall be properly certificated by the FAA as a Repair Station (as defined by 14 CFR Part 145).

Aircraft Maintenance Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

#### **3.4. Employees**

Operator shall employ the number of Employees as required by the Operator's Repair Station Manual.

#### **3.5. Equipment**

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications as defined by 14 CFR Part 145.

#### **3.6. Defueling**

Operator may only defuel customer's aircraft, if necessary, for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. Additionally, Operator may refuel the defueled aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale or dispensing of fuels as this Activity is specifically provided for by the City (see Section 1.4 of these Minimum Standards).

Operator conducting defueling and refueling of aircraft shall have adequate and proper fuel storage, provide the City with an SPCC Plan (for defueling and refueling), provide monthly fueling reports, provide annual training reports in compliance with 14 CFR Part 139.321, and develop and maintain standard operating procedures (SOPs) in compliance with the Rules and Regulations.



#### **4. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**

##### **4.1. Introduction**

An **Avionics or Instrument Maintenance Operator** is engaged in the maintenance or alteration of one or more of the items described in 14 CFR Part 43 – Appendix A (i.e., aircraft radios, electrical systems, or instruments) for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

##### **4.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased premises (square feet)	Standard	Notes
<b>Customer, Administrative, and Maintenance area</b> (Lessee / Sublessee)	1,600	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, storage for aircraft parts and related components, and Equipment.
<b>Customer area</b>		Customer area is a subset of the Customer, Administrative, and Maintenance area
Lessee	500	Shall include space for lounge and restrooms

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	Piston	Turbine
<b>Customer, Administrative, and Maintenance area</b>	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
Lessee	1,600	2,000
<b>Customer area</b>	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
Lessee	500	500
<b>Hangar</b>	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
Lessee	6,400	10,000

##### **4.3. Licenses and Certifications**

Operator shall be properly certificated by the FAA as a Repair Station. Employees shall be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

Avionics or Instrument Maintenance Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

**4.4. *Employees***

Operator shall employ the number of Employees as required by the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

**4.5. *Equipment***

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications and the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

## **5. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**

### **5.1. Introduction**

An **Aircraft Rental Operator** is engaged in the rental of aircraft to the public and a **Flight Training Operator** is engaged in providing flight instruction to the public. These Minimum Standards apply to Operator's that lease land or Improvements on the Airport.

A person holding a current FAA Flight Instructor certificate who provides occasional flight training to an Aircraft Owner in the Aircraft Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

### **5.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
<b>Customer area</b>		
Lessee	250	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.

### **5.3. Licenses and Certifications**

Employees performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot and instrument rating. Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

Aircraft Rental or Flight Training Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

### **5.4. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Customer Service Representatives (CSR)	1	A Flight Instructor may fulfill the responsibilities of the CSR unless the Flight Instructor is performing duties off the Leased Premises.
<b>Flight Training Operators only</b>		
Flight Instructors	2	

Employees	Standard	Notes
Certificated ground school instructors	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot, and instrument rating. May be fulfilled by a properly certified Flight Instructor.

### 5.5. *Equipment*

Operator shall have the following number of aircraft available for rental or flight training, as applicable. All aircraft shall be owned, leased, and/or operated by (under the full and exclusive control of) Operator.

Equipment	Standard	Notes
Fixed wing: single-engine	2	One aircraft must be IFR capable and four-place except for Operators solely focused on sport aircraft.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

### 5.6. *Hours*

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 6	Holiday hours not required, After-hours by prior arrangement.

### 5.7. *Insurance Disclosure Requirement*

Operator conducting aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.

## **6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**

### **6.1. Introduction**

An **Aircraft Charter Operator** is engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) available to the public.

An **Aircraft Management Operator** is engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

### **6.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
<b>Customer and Administrative area</b>	Administrative area shall include dedicated space for employee offices, work areas, and storage.	
Lessee	500	Shall include adequate space for customer lounge and restrooms

### **6.3. Licenses and Certifications**

Aircraft Charter Operators shall have and provide copies to the City of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the City within three calendar days.

Aircraft Charter or Aircraft Management Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

### **6.4. Employees**

Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135 (if certificated to engage in on-demand common carriage for persons or Property) or as required by 14 CFR Part 125 (if certificated to engage in private carriage).

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Commercial Pilot(s)	2	If providing pilot services
Customer Service Representative(s)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

**6.5. Equipment**

Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy aircraft for the type of aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.

**6.6. Hours**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required, After-hours by prior arrangement.

## 7. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

### 7.1. Introduction

**Independent Aircraft Maintenance Operator** – Operator engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

### 7.2. Limitations

- As determined by the City in its sole discretion, if one or more Aircraft Maintenance Operators are fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.
- An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of an Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft from the Aircraft Maintenance Operator's Leased Premises.

### 7.3. Location

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the City. These locations (including any Improvements) must meet applicable Legal Requirements for the type of Aircraft Maintenance being provided.

### 7.4. Licenses and Certifications

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

Independent Maintenance Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

## **8. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)**

### **8.1. Introduction**

An **Independent Flight Training Operator** is an individual providing flight training to the general public originating from the Airport but does not lease land or Improvements at the Airport.

A person holding a current FAA Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Aircraft Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

### **8.2. Limitations**

- As determined by the City in its sole discretion, if one or more Flight Training Operators are fully meeting the demand for flight training, Independent Flight Training Operators may be prohibited at the Airport.

### **8.3. Location**

Independent Flight Training Operator shall only provide ground school instruction from an Aircraft Rental or Flight Training Operator's facility or in locations designated and approved in writing by the City.

### **8.4. Licenses and Certifications**

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided. Independent Flight Training Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

Independent Flight Training Operator shall have available a properly certified ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

### **8.5. Insurance Disclosure Requirement**

Operator conducting flight training shall provide notice to students (and incorporate within instruction agreements) that: (a) identifies the insurance coverages provided to the student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the student that additional insurance coverage is available (i.e., that the student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.



## 9. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

### 9.1. Introduction

This Section pertains to SASOs engaged in Activities not specifically addressed in the preceding sections which may include, but is not limited to, one or more of the following:

- **Limited Aircraft Services and Support** is defined as limited aircraft, engine, or accessory services and support (e.g., cleaning, Aircraft sales, washing, waxing, painting, upholstery, propeller repair, etc.).
- **Experimental Aircraft Services and Support** is defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).
- **Miscellaneous Commercial Services and Support** is defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.
- **Other Air Transportation Services for Hire** is defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); banner towing, flights for aerial photography or survey, firefighting, and power line, underground cable, or pipeline patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the applicable General Requirements set forth in Section 2 of these Minimum Standards and approved by the City, Operator shall comply with the following minimum standards set forth in this Section.

Operator shall have a *Permit Agreement* (Permit), as required in Section 11 of these Minimum Standards.

### 9.2. Leased Premises

Operator shall have land and/or Improvements to accommodate all Activities of Operator as approved by the City.

### 9.3. Employees

Operator shall provide Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities as approved by the City.

### 9.4. Equipment

Operator shall have at the Airport, either owned or under written lease to (and under the full and exclusive control of) Operator, vehicles, Equipment, and aircraft as approved to by the City.

Operator shall have sufficient materials and/or supplies available to support the Activities.

### 9.5. Hours

Operator shall be open, and services shall be available, during the hours approved to by the City. Operator shall be available to meet the reasonable demands of customers for the Activities.

## **10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

### **10.1. Introduction**

The City recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements. When specialized aviation service is required but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the City may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the City of the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

### **10.2. Scope of Activity**

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the City in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

### **10.3. Limitations**

As determined by the City in its sole discretion, if an Operator located at the Airport is fully capable of providing requested specialized aviation service(s), a Temporary Specialized Aviation Service Operator may be prohibited from providing such services at the Airport.

### **10.4. Permit**

Prior to engaging in Activities at the Airport, Operator must obtain a *Service Authorization Permit* or *Permit Agreement* from the City, as determined by the Airport Director, for a specific period of time (typically no more than 14 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved *Service Authorization Permit* or *Permit Agreement*.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved *Service Authorization Permit* or *Permit Agreement*.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the City prior to Operator engaging in Activities on the Airport.

## 11. PERMIT AGREEMENT

### 11.1. Introduction

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the *Commercial Operator and Lessee Application* (Application), submit the Application to the City, and obtain a *Permit Agreement* (Permit) from the City prior to engaging in the desired Activities.

### 11.2. Application

Applicant shall submit all the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the City to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the City with the information, data, and/or documentation necessary to enable the City to make a meaningful assessment of Applicant's desired Activities and determine whether the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the City and subject to the Applicant complying with all requirements, a Permit will be issued by the City.

### 11.3. Approved Permit

The Permit will be valid for the period indicated in the Permit if Operator meets the following requirements:

- The information submitted by Operator is and remains current. Operator shall notify the City in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the Permit and/or the Agreement.

### 11.4. Existing Operator with an Existing Agreement

**No Change in Scope of Activities** – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

**Change in Scope of Activities** – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the City prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.

CAPITAL PROJECT ORDINANCE AMENDMENT  
Aviation – North General Aviation A1 TaxiLane Rehabilitation

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

SECTION 1. The projects authorized are the projects included for the **North General Aviation A1 TaxiLane Rehabilitation**

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

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

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

EXPENSES/EXPENDITURES				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6300-5800459 6300-5800459	N GA A1 TaxiLane Rehab	\$3,153,166	\$3,269,726	\$116,560
6313-5700000 6313-5700000	Debt Service	\$1,637,013	\$1,520,453	<\$116,560>
				<u><u>00.00</u></u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day January, 2026

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M Morris, Mayor

ATTEST: \_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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

**CITY OF CONCORD  
CONCORD, NORTH CAROLINA**

**CONTRACT CHANGE ORDER #1**

**Project:** Apron and Taxiway Rehabilitation  
Concord-Padgett Regional Airport

**Date:** 12/17/25

**To:** Sealand Contractors Corp.  
(CONTRACTOR)

**Account No.** 31563014  
**Purchase Order No.** 143809

You are hereby requested to make the following changes in this Contract to comply with the provisions of the attached and/or the original Contract Documents.

Item No.	Description of Changes	Unit	Contract Quantity	As-Built Quantity	Unit Price	Additions	Deductions
CO-1.1	AREA 5: TEMPORARY PAVEMENT MARKINGS WITH NO BEADS (INCL. ENHANCEMENT, 2 RED BOXES, & 1 HOLD BAR)	LS	0	1.00	\$5,925.00	\$5,925.00	
CO-1.2	ASPHALT REMOVAL	SV	0	1,246.00	\$80.00	\$99,680.00	
CO-1.3	CURB REPAIR AND REPLACEMENT	LS	0	1.00	\$10,955.00	\$10,955.00	

Original Contract Amount	\$2,650,000.00
Net Changes by Previous Change Orders	\$0.00
Net Changes this Change Order	<u>\$116,560.00</u>

**New Contract Amount** **\$2,766,560.00**

The Base Contract Time of 42 calendar days will change by this change order by 15 additional days for additional work.  
The total Contract Time including this Change Order is:

57 Days

Accepted: Sealand Contractors Corp.  
Contractor

By: 

Date: 12/18/25

Accepted: CITY OF CONCORD

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

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

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

By: \_\_\_\_\_  
Finance Director

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

December 23, 2025

Mr. Dirk Vanderleest, *Aviation Director*  
Concord-Padgett Regional Airport  
9000 Aviation Drive  
Concord, NC 28027

REFERENCE: Proposal for Concord-Padgett Regional Airport (JQF)  
Hangar-In-Common Project  
Independent Fee Estimate (IFE)

Dear Mr. Vanderleest:

YCH Architects is pleased to present the following Independent Fee Estimate for the Schematic Design through construction Administration Packages for the Hangar-In-Common project at the Concord-Padgett Regional Airport (JQF) located in Concord, North Carolina. The following assumptions were made for the purpose of this proposal:

1. Hangar
  - a. 40,000 square foot aircraft maintenance hangar, 250' wide x 160' deep. Pre-engineered metal building commensurate with existing CRA hangars on site.
  - b. Type IIB Construction.
  - c. 28' high by 192 wide bi-parting sliding hangar door.
  - d. Type II fire suppression system of high-expansion synthetic fluorine free foam-water.
  - e. Proposed aircraft layouts.
    - i. (2) G700 aircraft.
    - ii. (2) CRJ700, (3) Challenger 600, (1) Bell Helicopter 429.
    - iii. Other aircraft to be determined.
2. Office / Fire Pump / Shop
  - a. Approximately 3,200 - 3,800 square foot lean-to at back to house office and fire suppression equipment.
  - b. Single story pre-engineered metal building with potential mezzanine.
3. Site
  - a. Approximately 113 total parking spaces.
  - b. Fire Department apron access road with sliding gate.

Building and site components are generally described in the attached Exhibit A – Site Plan / Floor Plan provided by The Wilson Group Architects, dated 10/29/2025.

**A. PROPOSED CONSTRUCTION COSTS****\$12,800,000.00**

TYPE OF WORK	SF (UNIT)	COST/UNIT	EXT. TOTAL
Hangar	40,000	\$200	\$8,000,000
Office / Fire Pump / Shop	3,200	\$500	\$1,600,000
Foam-Water FP System	40,000	\$30	\$1,200,000
Site	1	\$2,000,000	\$2,000,000
<i>Total Construction Costs</i>			<i>\$12,800,000</i>

**B. SCOPE OF SERVICES (ARCHITECTURAL ONLY)****\$ 332,000.00****1. Schematic Design Phase (\$ 66,400.00)**

- 30% Design Package

**2. Design Development Phase (\$ 74,700.00)**

- 60% Design Package

**3. Construction Document Phase (\$ 83,000.00)**

- 100% Design Package

**4. Building & Permit Phase (\$ 19,920.00)**

- Services during Bidding & Permitting
- Based upon electronic distribution of bid documents to bidders

**5. Construction Administration Phase (\$ 87,980.00)**

- Services during Construction and Post-Construction.
- Based upon electronic shop drawings, submittals, punch lists and construction documents

**Scope of Subcontracted Services**

Subcontracted services consist of civil engineering, utility design, structural engineering, fire protection engineering, plumbing engineering, mechanical engineering, electrical engineering, low voltage design, geotechnical exploration, surveying, third party cost estimating and fire assessment (if needed). These subcontracted services for the Scope of Work identified are estimated as follows:

• Civil Engineering – Talbert, Bright & Ellington	\$ 121,715.95
• Utility Design – Kimley-Horn	\$ 149,870.26
• Structural Engineering – MMSA	\$ 79,011.86
• Fire Protection, Plumbing, Mechanical, Electrical Eng. – Saber Engineering	\$ 59,380.00
• Low Voltage Design - VTC	\$ 16,400.00
• Geotechnical Exploration – S&ME	\$ 25,600.00
• Surveying – Woolpert	\$ 34,905.03
• Cost Estimating – MCM	\$ 33,500.00
• Fire Assessment – TFC	\$ 15,000.00

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<b>Total Subcontracted expenses</b>	<b>\$ 535,383.10</b>
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<b>C. DIRECT EXPENSES (REIMBURSABLE ALLOWANCE)</b>	<b>\$ 8,500</b>
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Direct expenses include expenditures made in the interest of the project. These include, but are not limited to the following:

- All expenses for travel – mileage (based on current state mileage rates). Air fare and lodging expenses are not expected or included for this project.
- Expenses for all printing / reproduction of black and white and color materials made in-house or by other vendors, including reproduction for office use.
- Delivery service expenses, i.e., USPS, courier, UPS, Fed Ex, etc.
- Direct expenses will be billed on an as-utilized, as-needed basis against the above stated allowance.

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<b>TOTAL BASIC SERVICES FEE</b>	<b>\$ 875,883.10</b>
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Includes direct expenses (reimbursable allowance) which will be utilized on an as-utilized, as-needed basis.

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**D. ADDITIONAL SERVICES**

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All other services are additional and will be charged at an hourly rate or an agreed upon Lump Sum prior to the start of the services. The following is a list of Additional Services items; however, it is not intended to be all-inclusive:

- Material change in the project as described herein, including size, quality, complexity or cost of the work.



- Changes occurring at no fault of the Architect; such as delays, Owner's program changes, unavailability of materials, job site conditions, construction or installation delays, items discontinued or unavailable after release of specifications, therefore, requiring reselection by the Architect. (The Architect will verify availability of all items at time of specifications release.)
- Revisions of previously released or approved drawings, specifications or other documents not due to the fault of the Architect including changes required by code officials or others after having previously approved the drawings.
- Contractor, Owner, or others' changes due to no fault of the Architect.
- Redesign and coordination of areas resulting from alternate equipment selection and/or changes in equipment items.
- Continuous on-site project representative services during construction
- Additional site visits beyond what is included for each discipline.
- Fire alarm and sprinkler system shop drawing preparation services.

We appreciate the opportunity to provide this Independent Fee Estimate for the architectural portion of this project, and look forward to the further development of Concord-Padgett Regional Airport to benefit our community.

Please let me know if you have any questions or concerns.

Respectfully Submitted,



William T. Hughes, AIA, LEED

President – YCH Architects

**Concord-Padgett Regional Airport (JQF)****Hangar-In-Common****Task & Fee Workbook****ARCHITECTURAL FEES****12/23/2025**

<b>BASIC SERVICES LUMP SUM TASKS</b>	<b>SUBTOTAL</b>
TASK 1 - SCHEMATIC DESIGN PACKAGE	\$ 66,400.00
TASK 2 - DESIGN DEVELOPMENT PACKAGE	\$ 74,700.00
TASK 3 - CONSTRUCTION DOCUMENT PACKAGE	\$ 83,000.00
TASK 4 - BIDDING / PERMITTING PACKAGE	\$ 19,920.00
TASK 5 - CONSTRUCTION ADMINISTRATION PACKAGE	\$ 87,980.00
TASK 6 - DIRECT REIMBURSABLE EXPENSES	\$ 8,500.00
SUBCONTRACTED CONSULTANTS	\$ 535,383.10
<b>TOTAL BASIC SERVICES FEE</b>	<b>\$ 875,883.10</b>

<b>TASK 1 - SCHEMATIC DESIGN PACKAGE - 2 MONTHS</b>	<b>SUBTOTAL</b>
Attend kick-off meeting with JQF / Stakeholders	\$ 1,200.00
Confirm requirements from AHJ	\$ 2,400.00
Prepare written engineering narrative of scope	\$ 3,150.00
Develop drawings to 30% completion	\$ 37,700.00
Coordination with Design Team	\$ 5,800.00
Bi-Weekly Owner / Stakeholder meetings (3 meetings)	\$ 3,600.00
Bi-Weekly Design Team meetings (3 meetings)	\$ 3,600.00
Opinion of Probable Cost	\$ 3,150.00
Revisions and Final Cost report	\$ 5,800.00
<b>TOTAL TASK 1</b>	<b>\$ 66,400.00</b>

<b>TASK 2 -DESIGN DEVELOPMENT PACKAGE - 2 MONTHS</b>	<b>SUBTOTAL</b>
Incorporate changes from Schematic Design	\$ 3,150.00
Develop drawings to 60% completion	\$ 42,100.00
Develop preliminary specifications	\$ 7,000.00
Consolidate preliminary deliverable	\$ 3,150.00
Coordination with Design Team	\$ 5,800.00
Bi-Weekly Owner / Stakeholder meetings (3 meetings)	\$ 3,600.00
Bi-Weekly Design Team meetings (3 meetings)	\$ 3,600.00
Opinion of Probable Cost	\$ 3,150.00
Revisions and Final Cost report	\$ 3,150.00
<b>TOTAL TASK 2</b>	<b>\$ 74,700.00</b>

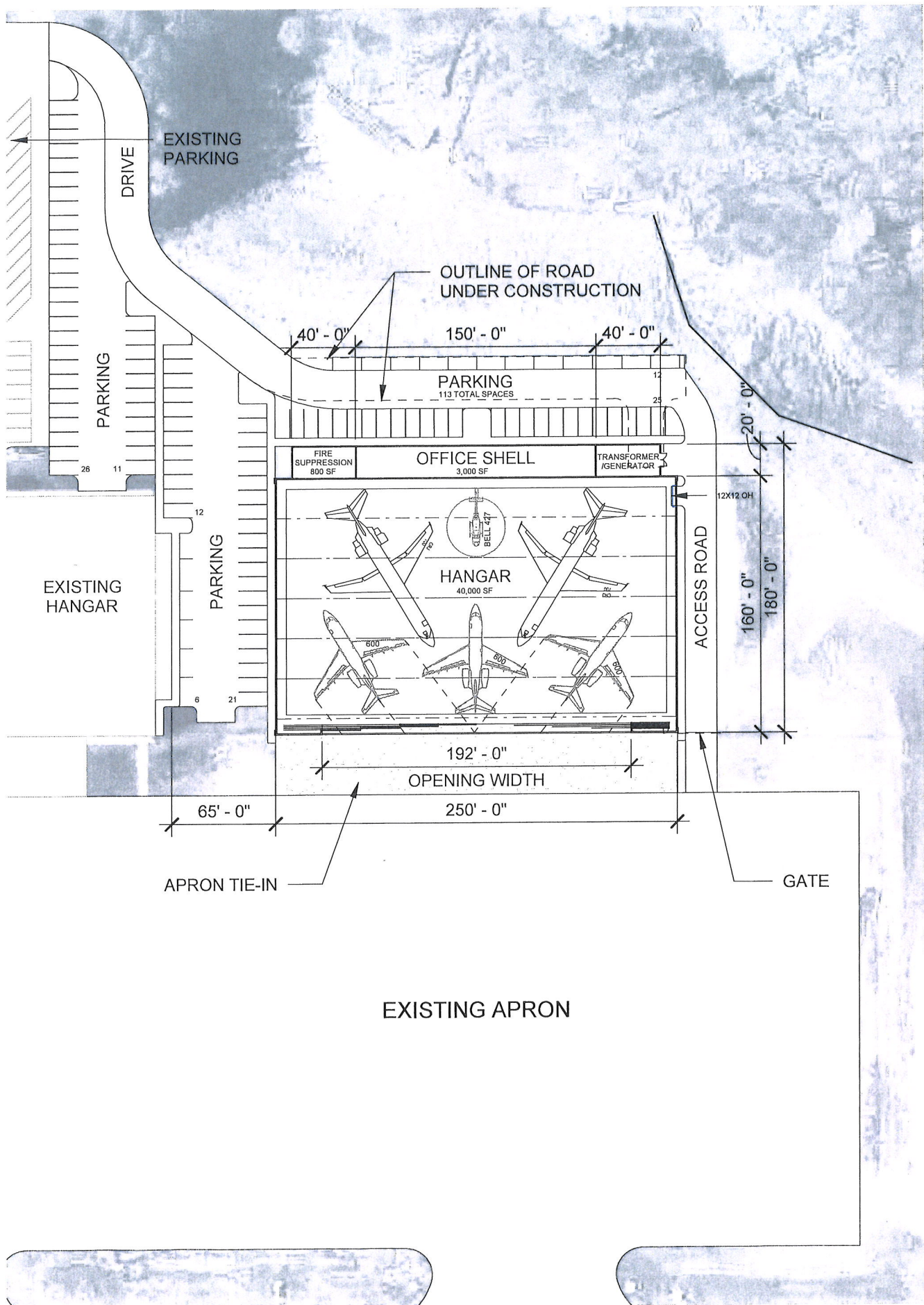
<b>TASK 3 -CONSTRUCTION DOCUMENT PACKAGE - 2 MONTHS</b>	<b>SUBTOTAL</b>
Incorporate changes from Design Development	\$ 5,800.00
Develop drawings to 100% completion	\$ 37,850.00
Develop final specifications	\$ 11,600.00
Consolidate final deliverable	\$ 5,800.00
Coordination with Design Team	\$ 5,800.00
Bi-Weekly Owner / Stakeholder meetings (3 meetings)	\$ 3,600.00
Bi-Weekly Design Team meetings (3 meetings)	\$ 3,600.00
Opinion of Probable Cost	\$ 3,150.00
Revisions and Final Cost report	\$ 5,800.00
<b>TOTAL TASK 3</b>	<b>\$ 83,000.00</b>

<b>TASK 4 -BIDDING / PERMITTING PACKAGE - 2 MONTHS</b>	<b>SUBTOTAL</b>
Assemble pre-bid meeting materials & conduct meeting	\$ 1,200.00
Respond to Bidder's Questions & Substitution Requests	\$ 4,020.00
Submit to AHJ & DOI for plan review	\$ 2,400.00
Respond to AHJ & DOI comments	\$ 3,150.00
Revise drawings as required	\$ 3,150.00
Issue Addenda during bidding	\$ 2,400.00
Conduct bid opening	\$ 1,200.00
Review bids & provide recommendation to Owner	\$ 1,200.00
Finalize permit with AHJ & DOI	\$ 1,200.00
<b>TOTAL TASK 4</b>	<b>\$ 19,920.00</b>

<b>TASK 5 -CONSTRUCTION ADMINISTRATION PACKAGE - 16 MONTHS</b>	<b>SUBTOTAL</b>
Submit documentation to GC	\$ 1,200.00
Conduct pre-construction conference with GC	\$ 2,400.00
Attend bi-weekly OAC meetings (30 meetings)	\$ 15,750.00
Review Submittals	\$ 22,900.00
Issue Bulletin Drawings during construction	\$ 11,000.00
Field observations & reports	\$ 15,750.00
Preliminary and final punch lists	\$ 7,500.00
Final Record Drawings & Closeout	\$ 7,500.00
<b>TOTAL TASK 5</b>	<b>\$ 84,000.00</b>

<b>TASK 6 -DIRECT REIMBURSABLE EXPENSES</b>	<b>SUBTOTAL</b>
Allowance for travel, printing, postage, etc.	\$ 8,500.00
<b>TOTAL TASK 6</b>	<b>\$ 8,500.00</b>

<b>SUBCONTACTED CONSULTANTS</b>	<b>SUBTOTAL</b>
Civil Engineering; Talbert, Bright & Ellington	\$ 121,715.95
Utility Design; Kimley - Horn	\$ 149,870.26
Structural Engineering; MMSA	\$ 79,011.86
FP, P, H, E Engineering; Saber Engineering	\$ 59,380.00
Low Voltage Design; VTC	\$ 16,400.00
Geotechnical Exploration; S&ME	\$ 25,600.00
	\$ 34,905.03
Preliminary and final punch lists	\$ 33,500.00
Final Record Drawings & Closeout	\$ 15,000.00
<b>TOTAL SUBCONTACTED CONSULTANTS</b>	<b>\$ 535,383.10</b>



## STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 8th day of January, 2026, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 35 Cabarrus Avenue West, Concord, North Carolina, and THE WILSON GROUP ARCHITECTS, PA, a (herein referred to as "Contractor"), ( ) a corporation, (X) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a limited liability company, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of North Carolina.

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

**Sec. 1. Professional Services to be Provided.** The Contractor will provide professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The fee shall not exceed the amount set forth in Exhibit "A".

**Sec. 2. Standards of Performance.**

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Contractor shall perform or furnish professional Architect, Engineering, Design, Permitting, and Construction Administration and related services in all phases of the project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the Services. The meaning of the term "consultant" shall include "subcontractor." Contractor shall not be required to employ any Contractor consultant unacceptable to Contractor; however, the Contractor shall obtain the City's written approval for each consultant selected. Such approval may be granted by the City Manager or by any duly authorized agent of the City Manager.

D. Contractor and City shall comply with all applicable local, state and federal Laws and Regulations or Standards. Changes made to these requirements subsequent to the City's issuance of the Notice to Proceed may be the basis for modifications to City's responsibilities or to the scope, schedule, and compensation for Contractor's Services.

E. City shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing Services under this Agreement.

F. City shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the Services of Contractor.

G. Contractor shall guarantee the performance of any consultant hired by, or otherwise relied upon by Contractor and shall assume responsibility for any such consultant's failure to furnish and perform the Services in accordance with this Agreement.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor's agents or employees or any other persons (except Contractor's own employees or consultant's hired by or working directly for the Contractor) at the site or

otherwise furnishing or performing any of the Contractor's Services; or for any decision made on interpretations or clarifications by the City of the Agreement documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

**Sec. 3. Project Site.** Reasonable precautions will be taken to minimize damage to the project site from the Contractor's activities and use of equipment. The Contractor, well in advance of any testing or site investigation, will research and identify the accurate location of all utilities located on the project site including the presence and accurate location of hidden or obscured man-made objects known to the City. Contractor shall take all reasonable precautions to locate any hidden or obscured utilities or other man-made objects which may be on the project site but are unknown to the City.

**Sec. 4. Time of Service.** The Contractor shall commence work within One (1) day of the date of its receipt of written Notice to Proceed from the City. The date that is One (1) day from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within Six Hundred Ninety One (691) days of the Commencement Date. The date that is Six Hundred Ninety One (691) days from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to this Agreement. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those set forth in this Agreement. The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under this Agreement or in law or equity.

**Sec. 5. Cancellation for Non-Conformity or Breach.**

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the City shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and the Contractor agrees that the City may return part or all of any delivery and may charge the Contractor with any loss or expense sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

**Sec. 6. Insurance and Liability.** Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input type="checkbox"/> \$2,000,000 per occurrence

Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit "A," and

on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

☐ For contracts less than \$100,000 –  
\$2,000,000 per claim / \$2,000,000 annual aggregate

☐ For contracts over \$100,000 –  
\$5,000,000 per claim / \$5,000,000 annual aggregate

#### **Sec. 7. Documentation Requirements:**

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any Agreement or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Agreement remains in effect.

The City shall be named as an **additional insured** on all policies except workers compensation and professional liability, and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

**Sec. 8. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement or any attachments. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

**Sec. 9. Intellectual Property.** If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the City harmless from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof.



**Sec. 10. Documents.** All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the Contractor pursuant to this Agreement, shall be the City's sole property. The Contractor shall furnish or cause to be furnished to the City any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor under this Agreement. The documents so provided will remain the property of the City. All documents prepared by the Contractor for the City are subject to public records requirements, and the City will not assume any responsibility for any third party's use of the documents that are produced pursuant thereto.

**Sec. 11. Attachments.** Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this Agreement and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Tax Form(s).
- (c) Exhibit "C" - Certificate of Insurance.

In case of conflict between an attachment and the text of this Agreement excluding the attachment, the text of this Agreement shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and separately executed by the City.

**Sec. 12. Strict Compliance.** The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

**Sec. 13. Corporate Status.** If the Contractor experiences any change in corporate status whatsoever, including but not limited to incorporation, dissolution or suspension of incorporation, or any change in the status of partnership or sole proprietorship, and the Contractor does not notify the City of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The City may, at its sole option, either declare the Agreement null and void or require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

**Sec. 14. Notices.**

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, or certified United States mail, return receipt requested, addressed as follows:

To the City:  
Aviation Director  
City of Concord  
P.O. Box 308  
Concord, NC 28206

VaLerie Kolczynski, Esq.  
City Attorney  
PO Box 308  
Concord, NC 28026

To the Contractor:  
Brian Wilson, President  
The Wilson Group Architect  
PO Box 5510  
Charlotte, NC 28299

B. Change of Address, Date Notice Deemed Given: A change of address, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 15. Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services and the termination of this Agreement.

## **Sec. 16. Miscellaneous.**

(a) Choice of Law and Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX OR AS OTHERWISE DEFINED BY STATE OR FEDERAL LAW, AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY AGREEMENTS.

(h) EEO Provisions. During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall comply with all applicable EEO statutes, regulations and policies to promote equal employment opportunities and equal treatment of employees without regard to race, color, sex, age, disability, religion, or national origin or political affiliation or belief. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, sex, age, disability, religion, national origin, or political affiliation or belief. The Contractor shall post notices setting forth these EEO provisions in conspicuous places available to employees and applicants for employment.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, age, disability, religion, or national origin or political affiliation or belief, in accordance with state and federal law.

(i) No Third Party Right Created. This Agreement is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless executed by the City Manager or other duly authorized official for the City. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this Agreement.

(m) E-Verify. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to

verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Contractor attests that Contractor is in compliance with the requirements of the federal and state laws relevant to E-verify. Contractor further attests that all subcontractors employed by it as part of this Agreement comply with the requirements of E-Verify, and Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor as part of any Agreement with the City of Concord.

(n) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(o) Corporate Seal. If a corporate seal is included by any party to this Agreement, it is for authentication purposes only. This Agreement is not signed under seal.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this Agreement to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

CITY OF CONCORD:

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

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

ATTEST BY:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Concord

THE WILSON GROUP PA:

By: \_\_\_\_\_  
Signature of President/Vice President/Manager/Partner

Printed Name: Brian Wilson

Title: President

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

ATTEST:

BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

Printed Name: Travis Pence

Title Secretary

SEAL

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Signature

## EXHIBIT “A”

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and THE WILSON GROUP ARCHITECTS, PA dated January 8, 2026.

**Scope of Services:**            **Architect, Engineering, and Construction Administration Services for New Hangar-in-Common (HIC) at Concord-Padgett Regional Airport**

The Scope of Services is detailed in The Wilson Group’s Project proposal dated November 3, 2025:

Proposal for Concord-Padgett Regional Airport  
Hangar-In-Common Project  
Schematic Design through Construction Administration Packages  
Concord, North Carolina

This document is incorporated into this agreement by reference and copied in the following pages as “Exhibit A”.

**Fee for Scope of Services:**

The fee for services shall not exceed \$852,651.24 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for Contractor and any subconsultant staff time shall be based on the rate schedule provided in the proposal below. Invoices shall be directed to: City of Concord, Attention: Aviation Director, Post Office Box 308, Concord, NC 28026-0308. Pay requests and emails should also be emailed to the airport project manager at [APM@concordnc.gov](mailto:APM@concordnc.gov)

Should changes or extra services be needed, which will cause a cost overrun, THE WILSON GROUP ARCHITECTS, PA will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

1. Schematic Design Package	\$ 187,127.24
2. Design Development Package	\$ 175,777.47
3. Construction Document Package	\$ 198,241.79
4. Bidding & Permitting Package	\$ 50,059.08
5. Construction Administration Package	\$ 224,692.66
6. Direct Expenses	\$ 16,752.80

**Anticipated Project Schedule:**

The Wilson Group

JQF Hangar-In-Common  
December 17, 2025

### PROJECT SCHEDULE

PHASE	DURATION	COMPLETION
City Council Approval		1/8/26
NTP		1/9/26
Schematic Design Package (30%)	7 Weeks	2/27/26
Design Development Package (60%)	8 Weeks	4/24/26
Construction Document Package (100%)	8 Weeks	6/19/26
Advertise for Bids	30 Days	6/21/26
Pre-Bid Meeting		6/30/26
Addendum #1		7/3/26
Last Day for Questions & Substitutions		7/10/26
Addendum #2		7/14/26
Open Bids / Re-Advertise		7/23/26
Re-Open Bids	7 Days	7/30/26
Construction Administration Package	16 Months	11/30/27



## EXHIBIT "B"

TAX FORM(S)

<b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give form to the requester. Do not send to the IRS.</b>																																													
<b>Before you begin.</b> For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																																															
<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>The Wilson Group Architects, PA</b>																																															
<b>2</b> Business name/disregarded entity name, if different from above.																																															
<b>Print or type.</b> <small>See Specific Instructions on page 3.</small>	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input checked="" type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)</div><div><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <small>(Applies to accounts maintained outside the United States.)</small></div></div>																																														
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>																																														
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>PO Box 5510</b>																																														
	<b>6</b> City, state, and ZIP code <b>Charlotte, NC 28299</b>																																														
<b>7</b> List account number(s) here (optional)		<b>Requester's name and address (optional)</b> <b>City of Concord</b> <b>PO Box 308</b> <b>Concord, NC 28206</b>																																													
<b>Part I Taxpayer Identification Number (TIN)</b>																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 4%;">5</td><td style="width: 4%;">6</td><td style="width: 4%;"> </td><td style="width: 4%;">2</td><td style="width: 4%;">1</td><td style="width: 4%;">8</td><td style="width: 4%;">1</td><td style="width: 4%;">6</td><td style="width: 4%;">9</td></tr></table>			<b>Social security number</b>																		or									<b>Employer identification number</b>									5	6		2	1	8	1	6	9
<b>Social security number</b>																																															
or																																															
<b>Employer identification number</b>																																															
5	6		2	1	8	1	6	9																																							
<b>Part II Certification</b>																																															
Under penalties of perjury, I certify that:																																															
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																															
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																															
3. I am a U.S. citizen or other U.S. person (defined below); and																																															
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																															
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																															
<b>Sign Here</b>	Signature of U.S. person	Date <b>12-17-25</b>																																													
<b>General Instructions</b>																																															
Section references are to the Internal Revenue Code unless otherwise noted.																																															
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																															
<b>What's New</b>																																															
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.																																															
<b>Purpose of Form</b>																																															
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they																																															

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

EXHIBIT “C”

CERTIFICATE OF INSURANCE





Bid Tabulation Sheet Summary  
 Laurel Park Pump Station Elimination 2023-030  
 Bids Received December 18th, 2023 at 2:00 PM in Conf Rm C

1				2		3	
CONTRACTOR: ADDRESS:		JD Goodrum Company, Inc. 18339-F Old Statesville Road Cornelius, NC 28031		Richard D Suggs Const. Inc. 4810 Paige Road Mt. Pleasant, NC 28124		Herrin Industrial, Inc. PO Box 523 Mt. Pleasant, NC 28124	
LICENSE #:		19284		25338		71184	
Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	LS	\$ 58,251.83	\$ 58,251.83	\$ 50,000.00	\$ 50,000.00	\$ 25,500.00	\$ 25,500.00
1	LS	\$ 112,600.89	\$ 112,600.89	\$ 150,000.00	\$ 150,000.00	\$ 42,500.00	\$ 42,500.00
1	LS	\$ 26,470.68	\$ 26,470.68	\$ 25,000.00	\$ 25,000.00	\$ 37,363.75	\$ 37,363.75
1	LS	\$ 8,205.72	\$ 8,205.72	\$ 20,000.00	\$ 20,000.00	\$ 10,915.00	\$ 10,915.00
2	EA	\$ 10,697.88	\$ 21,395.76	\$ 5,000.00	\$ 10,000.00	\$ 13,825.00	\$ 27,650.00
1300	LF	\$ 4.54	\$ 5,902.00	\$ 8.00	\$ 10,400.00	\$ 4.23	\$ 5,499.00
10	EA	\$ 410.29	\$ 4,102.90	\$ 500.00	\$ 5,000.00	\$ 416.25	\$ 4,162.50
500	SY	\$ 3.09	\$ 1,545.00	\$ 8.00	\$ 4,000.00	\$ 2.51	\$ 1,255.00
300	SY	\$ 3.09	\$ 927.00	\$ 10.00	\$ 3,000.00	\$ 3.85	\$ 1,155.00
1.5	AC	\$ 4,499.91	\$ 6,749.87	\$ 7,000.00	\$ 10,500.00	\$ 8,950.00	\$ 13,425.00
100	TN	\$ 65.46	\$ 6,546.00	\$ 80.00	\$ 8,000.00	\$ 88.50	\$ 8,950.00
150	SY	\$ 12.58	\$ 1,887.00	\$ 20.00	\$ 3,000.00	\$ 29.00	\$ 4,350.00
38	LF	\$ 832.51	\$ 31,635.38	\$ 500.00	\$ 19,000.00	\$ 807.85	\$ 30,698.30
2	EA	\$ 4,916.91	\$ 9,833.82	\$ 3,000.00	\$ 6,000.00	\$ 2,329.17	\$ 4,658.34
2	EA	\$ 6,114.59	\$ 12,229.18	\$ 2,000.00	\$ 4,000.00	\$ 8,862.50	\$ 17,725.00
105	LF	\$ 492.70	\$ 51,733.50	\$ 300.00	\$ 31,500.00	\$ 358.59	\$ 37,441.95
350	LF	\$ 63.58	\$ 22,253.00	\$ 200.00	\$ 70,000.00	\$ 238.53	\$ 83,485.50
725	LF	\$ 67.91	\$ 49,234.75	\$ 200.00	\$ 145,000.00	\$ 281.03	\$ 203,746.75
60	LF	\$ 83.43	\$ 5,005.80	\$ 300.00	\$ 18,000.00	\$ 323.53	\$ 19,411.80
300	CY	\$ 275.25	\$ 82,575.00	\$ 175.00	\$ 52,500.00	\$ 332.29	\$ 99,687.00
5	EA	\$ 7,369.64	\$ 36,848.20	\$ 7,000.00	\$ 35,000.00	\$ 9,322.00	\$ 46,810.00
7	VF	\$ 910.57	\$ 6,373.99	\$ 1,000.00	\$ 7,000.00	\$ 555.00	\$ 3,885.00
4	EA	\$ 11,879.52	\$ 47,518.08	\$ 10,000.00	\$ 40,000.00	\$ 11,575.00	\$ 46,300.00
1	LS	\$ 6,632.37	\$ 6,632.37	\$ 6,000.00	\$ 6,000.00	\$ 16,625.00	\$ 16,625.00
1	LS	\$ 14,429.15	\$ 14,429.15	\$ 13,000.00	\$ 13,000.00	\$ 18,612.50	\$ 18,612.50
1	LS	\$ 71,314.85	\$ 71,314.85	\$ 35,000.00	\$ 35,000.00	\$ 25,500.00	\$ 25,500.00
1	LS	\$ 30,171.62	\$ 30,171.62	\$ 30,000.00	\$ 30,000.00	\$ 21,475.25	\$ 21,475.25
1	LS	\$ 40,577.50	\$ 40,577.50	\$ 70,000.00	\$ 70,000.00	\$ 42,500.00	\$ 42,500.00
		\$772,635.64		\$680,900.00		\$901,087.64	
		\$77,263.56		\$8,090.00		\$90,108.76	
		\$849,899.20		\$688,990.00		\$991,196.40	
		Yes		Yes		Yes	
		Yes		Yes		Yes	

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



\*denotes calculation error in submitted bid form that did not affect the overall bid results. Unit prices govern

*Jacklyn Beth Deal*  
 646379 12/18/23  
 NORTH CAROLINA PROFESSIONAL SEAL  
 ENGINEER  
 JACKLYN BETH DEAL

Changes from original contract included in this request:

1

Remove and properly dispose of existing cedar plank siding at the left side of the basement area, including removal of fasteners, and furnish and install hardie fiber siding at the same location to match the adjacent elevation, including all labor, materials, flashing, fasteners, and surface preparation for painting.

2

Frame and trim two decorative half columns at the clubhouse entrance to conceal sprinkler discharge piping, including framing, PVC/trim materials, and operable access door for maintenance purposes.

3

Provide and install approximately 400 linear feet of base flashing at wall-to-foundation transitions, including cutting OSB as required.

4

Frame and finish the ceiling at the clubhouse entrance, including installation of strip vents and drywall, to enclose exposed sprinkler piping.

5

Reroute existing sprinkler discharge piping to redirect flow toward the front of the building, instead of in the entry way.

6

Remove and replace deteriorated exterior wood sheathing at the front right corner of the building, including installation of new sheathing and weather-resistive barrier.

7

N/A

8

Removal and replacement of all existing rotten and deteriorated exterior wood fascia and trim around the entire building perimeter, at all gable elevations, and at the cupola, including replacement of decorative trim boards across the gables. This replacement is necessary to eliminate ongoing deterioration and reduce future maintenance requirements by addressing materials that have reached the end of their service life. The work includes removal of existing fascia and deteriorated backing materials, installation of new wood framing to support the fascia along the building perimeter, and installation of extended framing at three gable elevations to properly support the new trim system. The scope includes furnishing and installing new MiraTEC composite fascia boards, PVC trim, and PVC crown molding, along with all required fasteners, sealants, labor, and access equipment necessary to safely complete the work and restore the building's exterior with durable, lowmaintenance materials consistent with the original architectural design.

9

Prime and apply finish coat of exterior-grade paint to newly installed MiraTEC fascia at the building perimeter, gables, and cupola.

10

Paint newly installed hardie fiber siding to match existing exterior vinyl siding, including all required surface preparation and finish coats.

11

Remove two existing small vented gables and install new vented gable panels fabricated from 24-gauge Kynar metal, including framing adjustments, weatherproofing, and proper ventilation.

12

Remove existing gutters and install new aluminum gutter system around the building perimeter, including downspouts, brackets, and connections to existing drainage.

13

Install metal fascia at two exterior overhangs above the kitchen door and gift shop door, including fabricated metal trim, fasteners, and integration with existing roofing and trim.

14

Remove existing crown molding and furnish and install approximately 175 LF total of new crown molding at the rear left side near the back entry stairs, back right side, and right side, including all materials, fastening, and finishing, along with installation of MiraTEC trim board backing behind the crown molding. (\$ 9,500.00)

15

Prime and paint all newly installed crown molding and MiraTEC trim board (approximately 175 LF total) at the rear left side, back right side, and right side near the back entry stairs, including all labor, materials, and finish coats. (\$ 3,500.00)

16

Remove existing speaker on the right side of the building, remove the rotted wood trim, install PVC trim board offset from the corner, and reattach speaker.

17

Install three new exterior-rated light fixtures at the rear canopy, including wiring, mounting, and connection to existing electrical systems. Lowering of the rear canopy required removal of the existing fixtures; additional conduit is required to extend power from the existing electrical box to the canopy column to accommodate the revised canopy configuration.

18

Install five new interior electrical receptacles on the rear wall, including conduit, wiring, and connection to existing electrical panels. Due to the presence of multiple structural steel beams within the rear wall that cannot be penetrated, conduit must be routed through the basement and then extended vertically within the wall to serve the new receptacle locations.

19

Install seven new LED 2x4 light fixtures in the kitchen, including removal of existing fixtures as required and connection to existing electrical systems.

20. Remove and replace all FRP wall panels in the kitchen, including adhesive, trim, fasteners, and finishing. (\$ 6,858.79)

21

Remove existing exterior kitchen door and install new exterior-rated door assembly, including frame, hardware, weatherstripping, and proper sealing. (Replace due to damaged door and frame)

22

Remove and replace damaged interior kitchen single door with new door to match existing double doors, including frame, hardware, and installation.

23

Remove existing metal drop ceiling grid and install a new metal ceiling grid system over approximately 450 square feet, including all labor and materials. Existing ceiling tiles were replaced under the original contract and will be reused; this scope is limited to replacement of the grid system only and integration with the existing tiles.

24

Remove and dispose of the existing gable window with rotted sill and surrounding deterioration resulting in holes, and furnish and install a new gable window to match the existing size and style, including all labor and materials, flashing, trim integration, weatherproofing, and sealing, along with repair of affected interior drywall and interior wood trim limited to areas directly impacted by the window replacement.

25

The railing scope included in the original contract is being credited back, as replacement was ultimately not

required. CREDIT

Previous Change Orders

- 1 Permit Review Fees
- 2 Kitchen Equipment Storage
- 3 Gable Wall Steel
- 4 Raise dining room drop ceiling
- 5 Level Floors and Drains
- 6 LVP flooring
- 7 Install ADA Ramp
- 8 Sprinkler system upgrade
- 9 Termite Damage
- 10 Electrical box HVAC conflict in ceiling
- 11 Bar and Wall Display
- 12 Reroute of electrical around steel

RESOLUTION AUTHORIZING  
EMINENT DOMAIN TO ACQUIRE PROPERTY FOR  
AFFORDABLE HOUSING PURPOSES

WHEREAS, the City Council for the City of Concord, North Carolina, acting in its capacity as the Housing Authority for the City of Concord, hereby determines that it is necessary and in the public- interest to acquire the following property interests owned by all heirs known and unknown of Callie Misenheimer as identified and defined below:

Lying and being in No. 12 Township adjoining the lands of ... and others and bounded by a line described as follows, namely:

It being in the Town of Concord and bounded as follows: BEGINNING on Johnston Street and runs with street or road North 54 ½ East 63 feet to a corner of lot no. 3, Blackwelder corner; thence with the line of lot no 3. North 42 ½ West 58 feet to a stone in said line, Maggie Harris corner; thence with her line, South 54 ½ West 63 feet to Johnston Street; thence with Johnston Street, South 42 ½ East 58 feet to the BEGINNING, containing 3654 square feet or about 12 poles.

BEING the same property conveyed to Callie Misenheimer in Deed Book 233 at Page 25, Cabarrus County Registry. Also being PIN 5620-96-2276, Tax ID No. 12-029-0074.00 and known as 145 Hemlock Street SW, Concord, North Carolina ("Property").

WHEREAS, the Property is owned by all heirs known and unknown of Callie Misenheimer and is being acquired for the purpose of the provision of affordable housing; and

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

The City of Concord will acquire by eminent domain the property and interests described above for the purpose of affordable housing.

The City Attorney is authorized and directed to institute the necessary proceedings under NCGS § Chapter 157 and NCGS § Chapter 40A to acquire the properties described above.

Adopted this \_\_\_\_\_ day of January 2026.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

By: \_\_\_\_\_  
Leslie H. Jenkins, Interim City Clerk

By: \_\_\_\_\_  
Stephen M. Morris, Mayor

[SEAL]

RESOLUTION AUTHORIZING  
EMINENT DOMAIN TO ACQUIRE PROPERTY FOR  
AFFORDABLE HOUSING PURPOSES

WHEREAS, the City Council for the City of Concord, North Carolina, acting in its capacity as the Housing Authority for the City of Concord, hereby determines that it is necessary and in the public interest to acquire the following property interests owned by all heirs known and unknown of Hazel Misenheimer Murray as identified and defined below:

Lying and being in Ward No. 4 of the City of Concord, North Carolina, at the Southwest corner of the intersection of Young and Pounds (now Hemlock) Streets, and more particularly described as follows:

BEGINNING at an iron stake in the Southwest intersection of Young and Pounds Streets, and runs thence with the South edge of Young Street, South 56 ¼ West 88 feet to an iron stake in the South edge of Young Street, Mary Johnson's corner; thence with the line of Mary Johnson, South 39 ¼ East 75 feet to an iron stake; thence with the line of Jake and Maggie Peay, North 56 ¼ East 88 feet to an iron stake in the west edge of Pounds Street; thence with the West edge of Pounds Street, North 39 ¼ West 75 feet to the BEGINNING, and is that property conveyed by Cline Investment Company of Concord, North Carolina, Inc. to Jerdie Means, Jr. by deed dated July 13, 1977, recorded in Record of Deeds Book 479, page 629.

WHEREAS, the Property is also further identified as being PIN: 5620-96-0390, Tax ID No: 12-036-0032.00 and is also known as 75 Young Street SW, Concord, NC ("Property").

WHEREAS, the Property is owned by all heirs known and unknown of Hazel Misenheimer Murray and is being acquired for the purpose of the provision of affordable housing; and

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

The City of Concord will acquire by eminent domain the property and interests described above for the purpose of affordable housing.

The City Attorney is authorized and directed to institute the necessary proceedings under NCGS § Chapter 157 and NCGS § Chapter 40A to acquire the properties described above.

Adopted this \_\_\_\_\_ day of January 2026.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

By: \_\_\_\_\_  
Leslie H. Jenkins, Interim City Clerk

By: \_\_\_\_\_  
Stephen M. Morris, Mayor

[SEAL]



## CITY OF CONCORD 2026 STATE LEGISLATIVE PRIORITIES

1. **“Government closest to the people governs best”** – This adage is often attributed to a founding father, either as a direct quote or as symbolic of a philosophy upon which our nation was founded. The City of Concord (Concord) opposes laws that centralize authority in Raleigh to undermine the ability of local elected officials, those closest and most accessible to the people, to govern. We urge the General Assembly to use this adage as a yard stick when considering legislation that impacts municipalities and replace local governance with dictates from Raleigh.
2. **Funding and Control of Local Infrastructure** – Concord supports legislation that provides municipalities with the authority to assess the level of fees and charges necessary for the continued growth and economic development in the future. Concord continues to oppose any effort leading to the forced taking of any local government infrastructure as it sets a dangerous precedent in the State of North Carolina, a precedent that will have a chilling effect on any local government investing in needed infrastructure in the future. Where issues arise, a local solution arrived at by an open, collaborative process is preferable to a legislative directed disposition of local government assets.
3. **Local Government Revenues and Tax Reform** – If there are continued efforts regarding tax reform, Concord requests the General Assembly make sure any changes impacting local government are at least revenue neutral. There are too many infrastructure and customer service needs that are essential for the growth of the economy and jobs to further reduce revenues to municipal governments.

**Concord supports efforts to provide municipalities with additional locally controlled revenue options.** Changes in revenue options, such as the elimination of business license fees, have narrowed the ability of municipalities to respond to local needs beyond increasing property taxes. Other actions, such as providing homebuilders with tax exemptions on property, have eroded the property tax base. More local revenue options are needed to reflect the differences within municipalities across the State to provide flexibility to meet those needs and to replace lost revenues.

**Concord continues to oppose efforts to divert local and State revenues from urban counties and supports open dialogue to develop creative ways to help those areas in North Carolina with declining tax bases.** Concord urges the General Assembly to develop strategies to promote economic development throughout North Carolina rather than trying to divide the State. The idea that you assist areas that may be struggling economically by sending even more of the local revenues generated elsewhere disregards the formulas that already redistribute various types of revenues in North Carolina. Penalizing those areas that have growing economies to the point it undermines their ability to pay for basic services and infrastructure to support that growth and address issues of urban poverty within their own borders. It will also eventually compromise other State revenues benefiting from that growth, ultimately leading to reductions in State revenue sources. At the same time, Concord pledges to work with other local governments and State representatives to develop strategies to target improvements in those areas that are not growing and have specific needs.

Finally, Concord **opposes any legislation imposing mandated requirements** on municipalities unless full funding or adequate new revenue sources are provided for implementation.

4. **Economic Development** – Concord urges continued support and expansion of State economic development funding to spur job creation and revenue in low growth areas as well as parts of the state where growth is already helping to produce jobs and revenues to support State services used by all.
5. **Planning and Providing Services for Urban Growth** – Cities and towns are the economic engines of the state and should be permitted to grow in an orderly and reasonable fashion that does not diminish the quality of life of current and future residents. All North Carolina citizens have gained greatly from strong and healthy urban areas. Concord opposes state-wide or local bills that will further undermine local land use authority, such as tools within zoning ordinances, to impact development that is or will become urban in nature. Concord supports Statewide initiatives in support of affordable/workforce housing efforts at the local level.
6. **Public Safety** - Concord supports strengthening State law to better protect residents and communities by expanding the prohibition on willful or wanton discharge of certain barreled weapons or firearms. The proposed changes reinforce local and statewide public safety efforts by making it unlawful to discharge a firearm on another person’s property without permission, on public streets or highways, or in any public place where others are present. Concord supports these updates as they promote safer environments across the State and ensure that reckless gunfire in shared or populated areas is subject to Class E felony penalties.
7. **Surface Transportation** – The current methods of paying for transportation improvements in North Carolina are inadequate to meet future needs. However, it is important that proposed changes in legislation be monitored, local government input be solicited and considered, and that parties work to improve the relationship between the N.C. Department of Transportation and local government. The gas tax is the North Carolina Department of Transportation's primary source of revenue for building and maintaining our transportation infrastructure across North Carolina and is the source for Powell Bill funding for municipalities. There are billions of dollars of unmet new construction needs in the State, and we are even more concerned about the State having the funds to take care of our investment in existing infrastructure through ongoing maintenance of our roads. Concord supports efforts to make sure North Carolina has revenue to support the schedule for the Concord related improvements outlined in the STIP and to add critical projects as proposed.
8. **Air Transportation** – Concord encourages the continuation of and growth in funding as airports are vitally important to economic development efforts in our State.
9. **Mental Health Needs and Opioid Abuse** – Concord supports and advocates for Federal, State, and local efforts to bolster the State’s mental health treatment resources, including resources and solutions to lessen the strain on law enforcement officers when providing custody of individuals in crisis. Concord supports and advocates for efforts at the Federal, State, and local levels to develop and provide resources to break the cycle of opioid and heroin abuse that is devastating communities throughout the United States.
10. **Collective Bargaining** – Concord opposes any effort to change existing laws impacting public employee collective bargaining in North Carolina.



- 11.Non-partisan elections** – Concord supports the continuation of local non-partisan elections. The provision of excellent customer service to all Concord residents is the basis of good government. Most, if not all, local decisions are devoid of party affiliation, are representative of all residents, and thus should not be tied to a political platform.
- 12.NCLM and Metro Mayors Legislative Agendas** – In addition, the Concord City Council supports those items listed on the agendas of the North Carolina League of Municipalities and the Metro Mayors not covered in the items above.

## RESOLUTION

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

Section 1. All pooling financial institutions (list attached), the *Financial Institutions*, are designated as a depository for the funds of the City, *the Corporation*, and to provide other financial accommodations indicated in this resolution.

Section 2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Corporation and certified to the Financial Institution as governing the operation of this Corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

Section 3. The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

Section 4. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of the resolution are hereby ratified, approved and confirmed.

Section 5. The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

Section 6. The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

Section 7. The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Section 8. Corporation Agents.

<u>NAME</u>	<u>TITLE</u>
Jessica Jones	Finance Director
Kristin Roe	Deputy Finance Director
Madison Forte	Accounting Operations Manager

Section 9. This resolution shall be effective as of adopted date.

Adopted this 8<sup>th</sup> day of January, 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M. Morris, Mayor

ATTEST: \_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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

## BANKS UNDER THE POOLING METHOD AS OF 10/01/2025

NAME OF BANK	CORPORATE OFFICE
AMERICAN BANK OF THE CAROLINAS	MONROE
ATLANTIC UNION BANK	RICHMOND, VA
BANK OF AMERICA, N.A.	CHARLOTTE
BANK OF TENNESSEE	KINGSPORT, TN
BANK OZK	LITTLE ROCK, AR
BENCHMARK COMMUNITY BANK	KENBRIDGE, VA
BLUEHARBOR BANK	MOORESVILLE
CARTER BANK AND TRUST	MARTINSVILLE, VA
COASTAL CAROLINA NATIONAL BANK	MYRTLE BEACH, SC
DOGWOOD STATE BANK	RALEIGH
F & M BANK (FARMERS & MERCHANTS BANK)	SALISBURY
FIDELITY BANK	FUQUAY-VARINA
FIFTH THIRD BANK	CINCINNATI, OH
FIRST BANK	SOUTHERN PINES
FIRST BANK & TRUST OF VA	ABINGDON, VA
FIRST BANK OF THE COMMONWEALTH	STRASBURG, VA
FIRST CAROLINA BANK	ROCKY MOUNT
FIRST CITIZENS BANK & TRUST	RALEIGH
FIRST COMMUNITY BANK	BLUEFIELD, VA
FIRST HORIZON BANK	MEMPHIS, TN
FIRST NATIONAL BANK	HERMITAGE, PA
HOMETRUST BANK	ASHEVILLE
HUNTINGTON NATIONAL BANK	STRONGSVILLE, OH
JP MORGAN CHASE BANK	COLUMBUS, OH
KS BANK	SMITHFIELD
LIFESTORE BANK	WEST JEFFERSON
LUMBEE GUARANTY BANK	PEMBROKE
M & F BANK (MECHANICS & FARMERS BANK)	DURHAM
MOVEMENT BANK	DANVILLE, VA
NANTAHALA BANK AND TRUST	FRANKLIN
NORTH STATE BANK	RALEIGH

PARK NATIONAL BANK	NEWARK, OH
PEOPLES BANK	NEWTON
PIEDMONT FEDERAL BANK	WINSTON-SALEM
PINNACLE BANK	NASHVILLE, TN
PNC BANK	PITTSBURGH, PA
PROVIDENCE BANK	ROCKY MOUNT
REGIONS BANK	BIRMINGHAM, AL
ROXBORO SAVINGS BANK	ROXBORO
SERVISFIRST BANK	BIRMINGHAM, AL
SKYLINE NATIONAL BANK	INDEPENDENCE, VA
SOUTH STATE BANK	COLUMBIA, SC
SOUTHERN BANK & TRUST CO.	MOUNT OLIVE
SOUTHERN FIRST BANK	GREENVILLE, SC
TD BANK, NA	CHERRY HILL, NJ
TOWNEBANK	SUFFOLK, VA
TRIAD BUSINESS BANK	GREENSBORO
TRUIST	CHARLOTTE
UNITED BANK	CHARLESTON, WV
UNITED COMMUNITY BANK	GREENVILLE, SC
US BANK	MINNEAPOLIS, MN
UWHARRIE BANK	ALBEMARLE
WELLS FARGO BANK, N.A.	SAN FRANCISCO, CA
Last updated 10/7/25	

Prepared by and Return to Concord City Attorney R0D Box

PINs:  
Cabarrus County: 4589-43-7818  
Mecklenburg County: 02918106

NORTH CAROLINA  
CABARRUS COUNTY  
MECKLENBURG 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 FRED-Charlotte Apartments HC, LLC, a Wisconsin limited liability company, whose principal address is 789 North Water Street, Suite 500, Milwaukee, WI 53202 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

**WITNESSETH:**

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

**WHEREAS**, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 9065 Quay Road, Concord, NC 28027, Cabarrus County Property Identification Number (PIN): 4589-43-7818 and 8981 Quay Road, Charlotte, NC 28262, Mecklenburg County Parcel ID number 02918106. It being the land conveyed to Grantor by deed recorded in Book and Page 16963/164 in the Office of the Register of Deeds for Cabarrus County and deed recorded in Book and Page 38868/969 in the Office of the Register of Deeds for Mecklenburg 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 **"Final Major Subdivision Plat for Carolina Lily"** and labeled **"SCM Access & Maintenance Easement"**, as filed in Plat Book and Pages 107/66-67 in the Office of the Register of Deeds for Cabarrus County and filed in Plat Book and Pages 76/616-617 in the Office of the Register of Deeds for Mecklenburg County 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 **"Final Major Subdivision Plat for Carolina Lily"** and labeled **"SCM Access & Maintenance Easement"**, as filed in Plat Book and Pages 107/66-67 in the Office of the Register of Deeds for Cabarrus County and filed in Plat Book and Pages 76/616-617 in the Office of the Register of Deeds for Mecklenburg County and access from Quay Road 60' Right of Way S.R. #1446, 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, Grantor is released from any further covenants or other obligations set forth in this Agreement, and the transferee shall be responsible for all covenants and 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.

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.

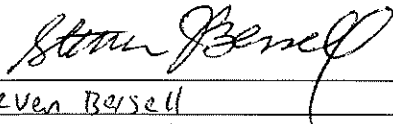
The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and their agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

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:**

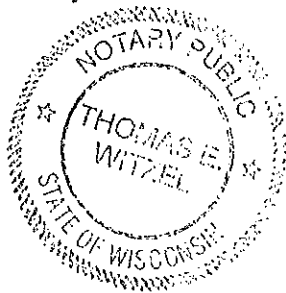
FRED-Charlotte Apartments HC, LLC, a Wisconsin limited liability company

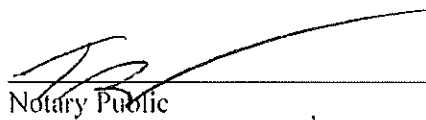
Signature:   
Name: Steven Bersell  
Title: Authorized Agent

STATE OF Wisconsin  
COUNTY OF Milwaukee

I, Thomas E. Witzel, a Notary Public of the aforesaid County and State, do hereby certify that Steven Bersell as Authorized Agent of FRED-Charlotte Apartments HC, LLC, a Wisconsin limited liability company, personally appeared before me this day and acknowledged that he/she is authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 7 day of December, 2025



  
Notary Public  
My commission expires: is permanent.

**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

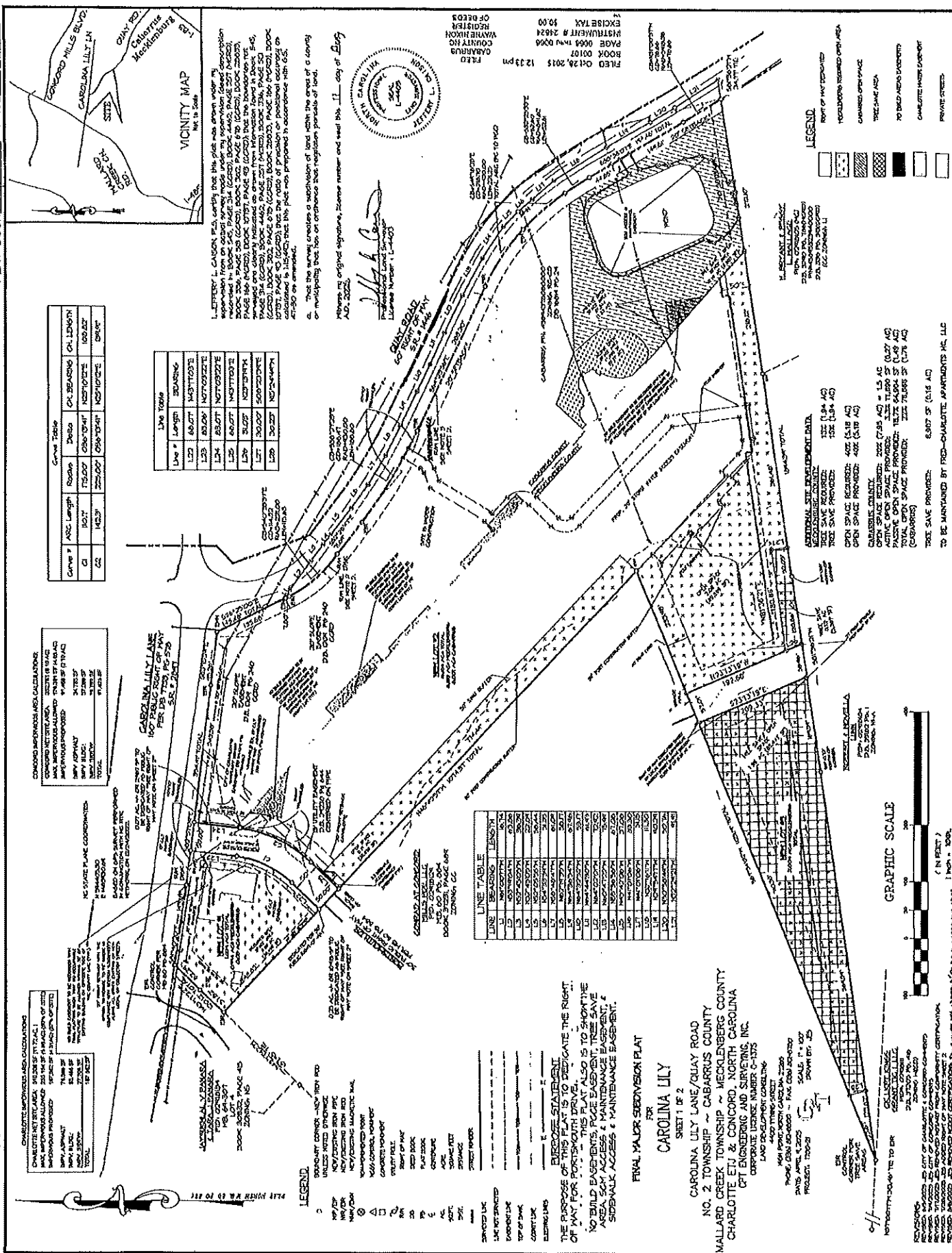
**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

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: \_\_\_\_\_

FILED Oct 28, 2015 12:33 pm  
BOOK 00107  
PAGE 0064 TRIM 0064  
INSTRUMENT # 24624  
EXCISE TAX \$0.00  
OF DEEDS REGISTERED  
WAYNE HIXON  
OSABARUS  
COUNTY NC  
FILED





CONCORD IMPERVIOUS AREA CALCULATIONS:

CONCORD NET SITE AREA:	382,781 (8.10 AC)
MAX. IMPERVIOUS ALLOWED:	75,281 SF (4.06 AC)
IMPERVIOUS PROPOSED:	91,480 SF (2.10 AC)
IMPV. ASPHALT:	34,796 SF
IMPV. BLDG.:	37,286 SF
IMPV. SDCW:	19,700 SF

Line #	Length	BEARING
L22	68.07'	N43°17'03"E
L23	83.06'	N07°03'22"E
L24	83.07'	N07°03'22"E
L25	68.07'	N43°17'03"E
L26	31.03'	N23°13'14"W
L27	30.00'	S08°23'59"E
L28	30.23'	N15°24'44"W

Witness my original signature, license number and add this 11 day of Aug, 2019

DAVID E. MAY  
16

REVISIONS: 06/2023 JES CITY OF CHARLOTTE & CONCORD COMMENTS  
 07/2023 JES CITY OF CONCORD COMMENTS  
 07/2023 JES REMOVED NOTARY FROM CONFORMITY CERTIFICATION  
 07/2023 JES ADDED RIGHT OF WAY NOTE SHEET 2  
 08/2023 JES REMOVED HOIST CERTIFICATIONS  
 08/2023 JES

FREE SAVE PROVIDED: 6,907 SF (0.16 AC)  
TO BE MAINTAINED BY FRED...CHARLOTTE APARTMENTS HC, LLC

**Table 1**

62





## Wet Detention Basin Inspection and Maintenance Plan

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

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

**This system (check one):**

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

**This system (check one):**

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

Important maintenance procedures:

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

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

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

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



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

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

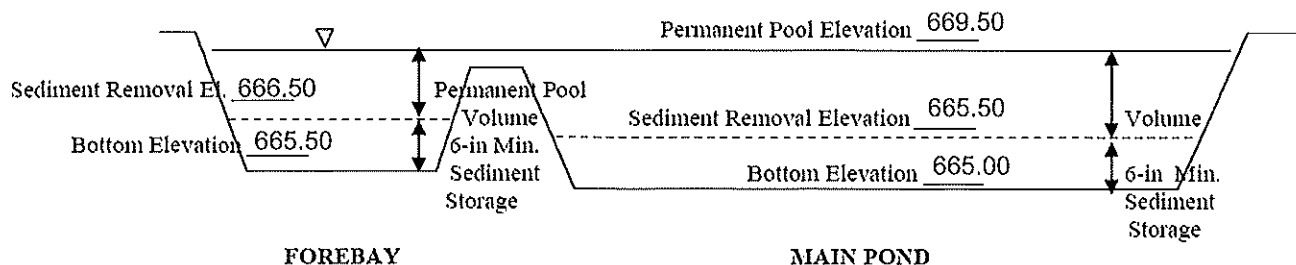
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

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

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

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

### BASIN DIAGRAM (fill in the blanks)



### Consent of Lienholder

BMO Bank N.A., a national banking association ("Lienholder"), hereby consent to the grant of the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT by FRED-Charlotte Apartments HC, LLC, a Wisconsin limited liability company and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, and any amendments hereto, recorded in Deed Book and Page 16963/171, the Assignment of Leases and Rents, and any amendments hereto, recorded in Deed Book and Page 16963/199 and the UCC Financing Statement, and any amendments hereto, recorded in Deed Book and Page 16963/213, all of the Cabarrus County Register of Deeds Office and the Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, and any amendments hereto, recorded in Deed Book and Page 38869/1, the Assignment of Leases and Rents, and any amendments hereto, recorded in Deed Book and Page 38869/29 and the UCC Financing Statement, and any amendments hereto, recorded in Deed Book and Page 38869/43, all of the Mecklenburg County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 4<sup>th</sup> day of December, 2025.

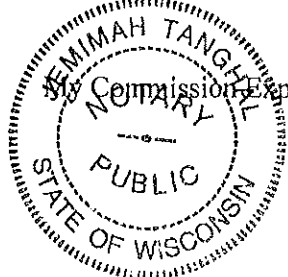
BMO Bank N.A., a national banking  
association

By: Bill Kotnarowski  
Name: Bill Kotnarowski  
Title: Portfolio Manager

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

I, JEMIMAH TANGHAL, a Notary Public in and for MILWAUKEE  
County and State of WISCONSIN, do hereby certify that Bill Kotnarowski  
as Portfolio Manager of BMO Bank N.A., a national  
banking association personally appeared before me this day and acknowledged to me that  
he/she voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 4<sup>th</sup> day of December, 2025.



Commission Expires:

6/30/2029

Jemimah Tanghal  
Notary Public

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 Peachtree Townhomes, LLC, a North Carolina limited liability company, whose principal address is 805 Trade Street NW, Suite 101, Concord, NC 28027-9648 (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: 24 Peachtree Avenue NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5621-51-7259. It being the land conveyed to Grantor by deed recorded in Book and Page 17303/271 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 Sand Filter, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measure" or "SCM"), (ii) Grantor's dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive 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 "SCM Maintenance & Access Easement"** 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 "SCM Maintenance & Access Easement"** and access from N. Spring Street 35' Public R/W, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit "B"** and (iv) as provided in the 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 Sand Filter Inspection and Maintenance Plan.

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

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

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the 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:**

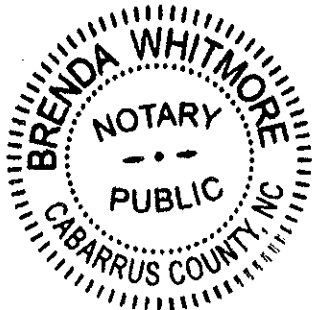
Peachtree Townhomes, LLC, a North Carolina limited liability company

Signature: [Signature]  
Name: John Harris Morrison, III  
Title: Managing Member

STATE OF North Carolina  
COUNTY OF Cabarrus

I, Brenda Whitmore, a Notary Public of the aforesaid County and State, do hereby certify that John Harris Morrison, III as Managing Member of Peachtree Townhomes, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is the Managing Member of Peachtree Townhomes, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 11 day of November, 2025



[Signature]  
Notary Public  
My commission expires: May 13, 2029



**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

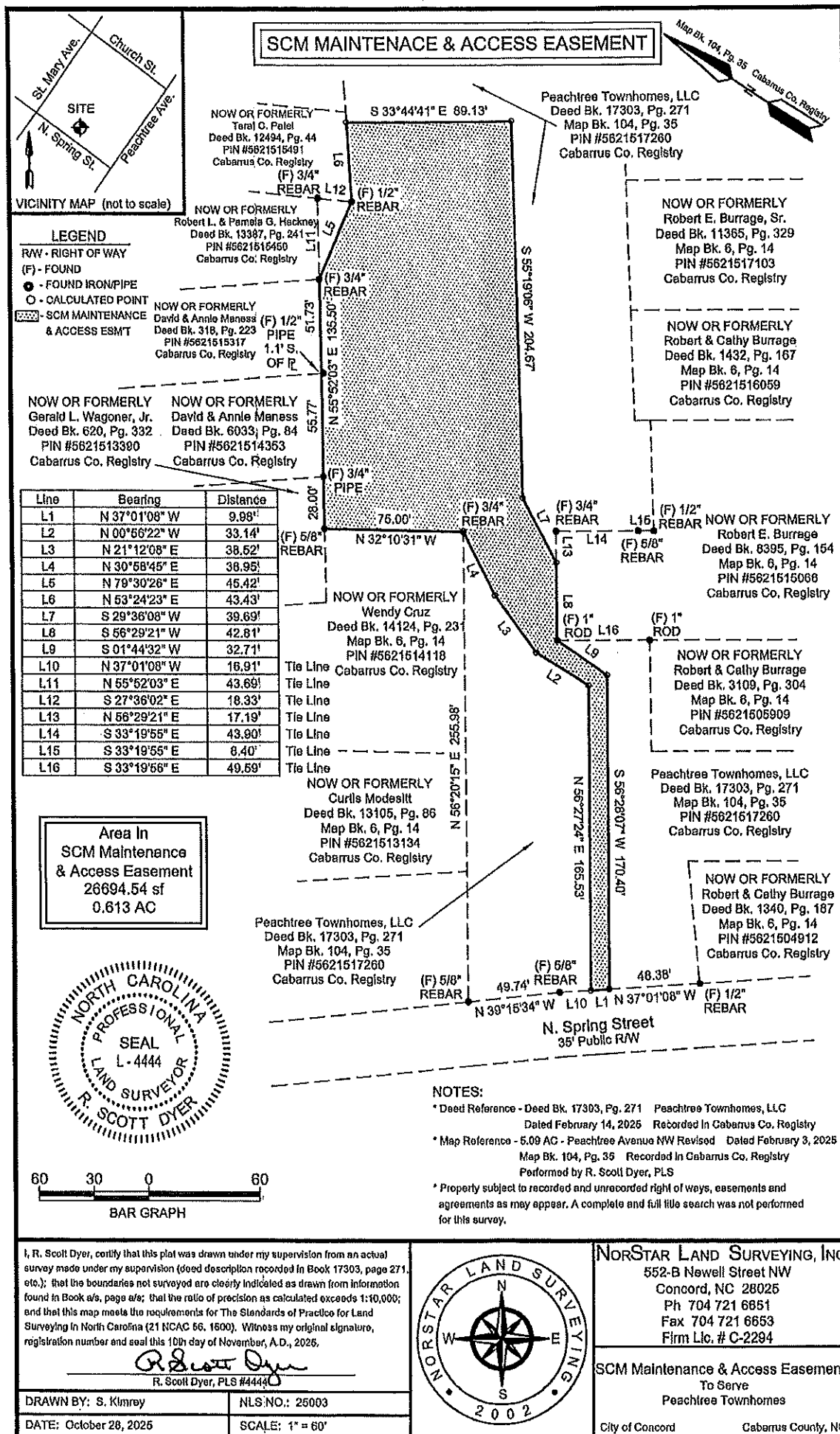
\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

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



# Peachtree Townhomes



## Sand Filter Inspection and Maintenance Plan

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

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

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

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The perimeter of the sand filter</b>	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.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

<b>The pretreatment area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	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 a pesticide is used, wipe it on the plants rather than spraying.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The filter bed and underdrain collection system</b>	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
<b>The outflow spillway and pipe</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

### Consent of Lienholder

Farmers & Merchants Bank aka F&M Bank ("Lienholder"), hereby consent to the grant of the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT by Peachtree Townhomes, LLC, a North Carolina limited liability corporation, filed in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Construction Deed of Trust Securing Future Advances, and any amendments hereto, recorded in Deed Book and Page 17303/273 and the Assignment of Rents, and any amendments hereto, recorded in Deed Book and Page 17303/285 all of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 21<sup>st</sup> day of November, 2025.

Farmers & Merchants Bank aka F&M Bank

By: William W. Swink Jr.  
Name: William W. Swink Jr.  
Title: VICE President

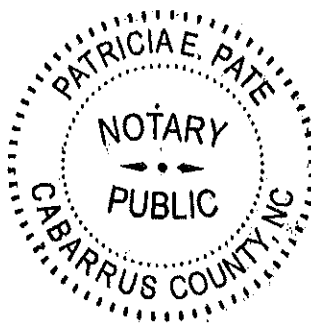
STATE OF North Carolina  
COUNTY OF Cabarrus

I, Patricia E. Pate, a Notary Public in and for Cabarrus County and State of North Carolina do hereby certify that William W. Swink Jr. as Vice President of Farmer & Merchants Bank aka F&M Bank personally appeared before me this day and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 21<sup>st</sup> day of November, 2025.

My Commission Expires: 02-17-2028

Patricia E. Pate  
Notary Public



Prepared by and Return to Concord City Attorney ROD Box

PINs: 5509-76-6882, 5509-75-9900  
& 5509-87-7781

NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Concord Commerce Park, LLC, a North Carolina limited liability company, whose principal address is 805 Trade St. NW, Ste 101, Concord, NC 28027-9648 (hereinafter "Grantor-Concord Commerce") and Stag Concord, LLC, a Delaware limited liability company, whose principal address is One Federal Street, 23<sup>rd</sup> Floor, Boston, MA 02110 (hereinafter "Grantor-Stag") (and hereinafter collectively called "Grantors"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

**WITNESSETH:**

**WHEREAS,** THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_.

**WHEREAS,** Grantor-Concord Commerce 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: 2711 Concord Parkway South, Concord, NC, Cabarrus County Property Identification Numbers (PIN): 5509-75-9900 and 5509-87-7781. It being the land conveyed to Grantor-Concord Commerce by deeds recorded in Books and Pages 16952/251 and 16592/257 in the Office of the Register of Deeds for Cabarrus County; and

**WHEREAS,** Grantor-Stag 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: Concord Parkway South, Concord, NC, Cabarrus County Property Identification Number (PIN): 5509-76-6882. It being the land conveyed to Grantor-Stag by deed recorded in Book and Page 17230/99 in the Office of the Register of Deeds for Cabarrus County (hereinafter collectively referred to as the "Properties"); and

**WHEREAS,** Grantors desire to develop or redevelop all or portions of the Properties; and

**WHEREAS**, the Properties are 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 Properties include (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely two (2) Wet Detention Basins, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measure" or "SCM"), (ii) Grantors' dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantors 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**, Grantors have full authority to execute this Agreement so as to bind the Properties and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantors may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby dedicate, bargain, grant and convey 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 Properties shown on the attached **Exhibit "A" titled "Easement Exhibit Prepared for: Fortius Capital Partners", labeled "SCM Access and Maintenance Easement Area: 131,921 SQ. FT. or 3.0285 Acres (Sheet 3 of 5)" and "SCM Access and Maintenance Easement Area: 104,863 SQ. FT. or 2.4073 Acres (Sheet 4 of 5)"** for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantors shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the **Exhibit "A" titled "Easement Exhibit Prepared for: Fortius Capital Partners", labeled "SCM Access Easement Area: 152,174 SQ. FT. or 3.4934 Acres (Sheet 2 of 5)", "SCM Access and Maintenance Easement Area: 131,921 SQ. FT. or 3.0285 Acres (Sheet 3 of 5)" and "SCM Access and Maintenance Easement Area: 104,863 SQ. FT. or 2.4073 Acres (Sheet 4 of 5)"**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantors' Properties 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 Plans 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. Grantors agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantors shall perform the following, all at their sole cost and expense:

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

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

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

Grantors and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantors represent and warrant that Grantors are financially responsible for construction, maintenance, repair and replacement of the SCMs, their appurtenances and vegetation, including impoundment(s), if any. Grantors agree to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plans and as provided in the NCDEQ Manual. Grantors and any subsequent transferee of Grantors or succeeding owner of the Properties shall give the City written notice of the transfer of a fee or possessory interest in the Properties listing the transferee's name, address of the Properties, transferee's mailing address and other contact information. Grantors and any subsequent transferee of Grantors or succeeding owner of the Properties 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 Properties listing the transferee's name, address of the Properties; transferee's mailing address and other contact information. Upon the conveyance of the Properties by Grantors to any transferee acquiring the Properties by means of a conveyance document containing the language set forth in paragraph 9 below, Grantors are released from any further covenants or other obligations set forth in this Agreement.

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



5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantors 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. Grantors shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantors to Grantee.

7. Grantors shall, in all other respects, remain the fee owners of the Properties and areas subject to the SCM Easements, and may make all lawful uses of the Properties 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. Grantors agree:

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

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

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

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

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

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantors do covenant that Grantors are 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 Grantors will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Properties hereinabove described are 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 Grantors and their agents, personal representatives, heirs and assigns and all other successors in interest to Grantors 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-Concord Commerce:**

Concord Commerce Park, LLC, a North Carolina limited liability company

By: Fortius Capital Partners, LLC, its member/manager

By: JH Morrison III

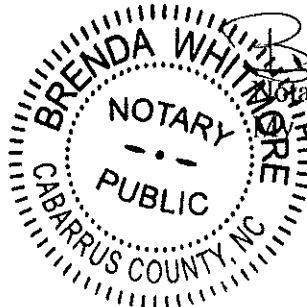
Name: JH MORRISON III

Title: MANAGER

STATE OF North Carolina  
COUNTY OF Cabarrus.

I, Brenda Whitmore a Notary Public of the aforesaid County and State, do hereby certify that JH Morrison III personally appeared before me this day and acknowledged that he/she is the Manager of Concord Commerce Park, LLC, a North Carolina limited liability company, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 22 day of December, 2025



Brenda Whitmore  
Notary Public  
My commission expires: May 13, 2029

**Grantor-Stag:**

Stag Concord, LLC

By: Stag Concord JV, LLC, Member

By: Stag Concord Investor, LLC, Member

By: Alan H. Simmons

Name: Alan H. Simmons

Title: Assistant Secretary

STATE OF MASS  
COUNTY OF MIDDLESEX

I, CHIOKE WEST, a Notary Public of the aforesaid County and State, do hereby certify that Alan H. Simmons personally appeared before me this day and acknowledged that he/she is the Assistant Secretary of Stag Concord Investor, LLC, 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 19th day of DECEMBER 2025

Chioke R. West  
Notary Public CHIOKE R. WEST

My commission expires: 08-27-2032



CHIOKE R. WEST  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 27, 2032

12-19-25

**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Leslie Jenkins, Interim City Clerk  
[SEAL]

APPROVED AS TO FORM

\_\_\_\_\_  
VaLerie Koleczynski, City Attorney

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

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

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

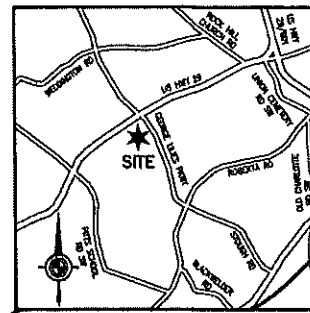
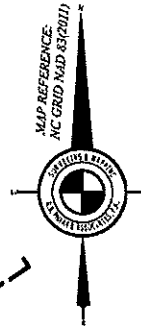
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**SHEET 1 OF 5**

NOTE: NOT A VALID  
SURVEY WITHOUT  
ALL SHEETS.

**NOTES**

1. SEE SHEET 5 OF 5 FOR ALL NOTES AND CERTIFICATIONS.



VICINITY MAP - NTS  
PARCEL C  
CONCORD COMMERCE PARK,  
PHASE I, MAP II

PARCEL B  
CONCORD  
COMMERCE PARK,  
PHASE I, MAP II

STAG CONCORD LLC  
D.B. 17230, PG. 99  
PARCEL 1A  
M.B. 103, PG. 38  
PIN: 55097668820000  
ZONED: CD

**LEGEND**

CP - CALCULATED POINT  
CL - CENTERLINE  
D.B. - DEED BOOK  
ECM - EXISTING CONCRETE MONUMENT  
EIP - EXISTING IRON PIPE  
EIR - EXISTING IRON ROD  
EMM - EXISTING METAL MONUMENT  
EN - EXISTING NAIL  
M.B. - MAP BOOK  
N.G.S. - NATIONAL GEODETIC SURVEY  
NIR - NEW IRON ROD  
PDE - PERMANENT DRAINAGE EASEMENT  
PG - PAGE  
PIN - PARCEL IDENTIFICATION NUMBER  
PL - PROPERTY LINE  
PUE - PERMANENT UTILITY EASEMENT  
R/W - RIGHT-OF-WAY  
SCM - STORM CONTROL MEASURES  
(T) - TOTAL

**LINE LEGEND**

PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
PROPOSED EASEMENT

PARCEL A  
CONCORD  
COMMERCE PARK,  
PHASE I, MAP II



**PRELIMINARY**  
FOR REVIEW AND APPROVAL

**SURVEYOR'S CERTIFICATE**

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS PREPARED  
UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE  
PURPOSE OF EASEMENT ACQUISITION, AND IS NOT INTENDED TO BE A  
BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

C. CLARK NEILSON, PLS L-3212

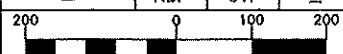
DATE



**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING

969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 378-2186

CREW:	DRAWN:	REVISED:	PH:	DATE:
RBP	CVP	-	CMW	DECEMBER 9, 2025



SCALE: 1" = 200'  
JOB NO. 97100

EASEMENT EXHIBIT PREPARED FOR:  
**FORTIUS CAPITAL PARTNERS**

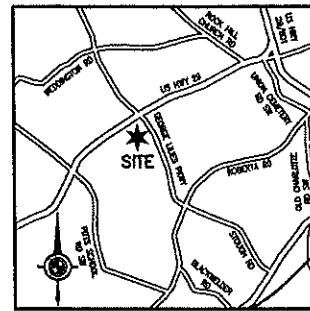
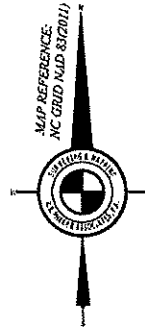
2711 CONCORD PARKWAY SOUTH  
CITY OF CONCORD, CABARRUS COUNTY, NC  
DEED REFERENCE: D.B. 16952, PG. 251  
MAP REFERENCE: M.B. 103, PG. 38  
PIN: 55097599000000, 55098777810000

**SHEET 2 OF 5**

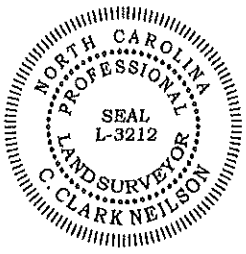
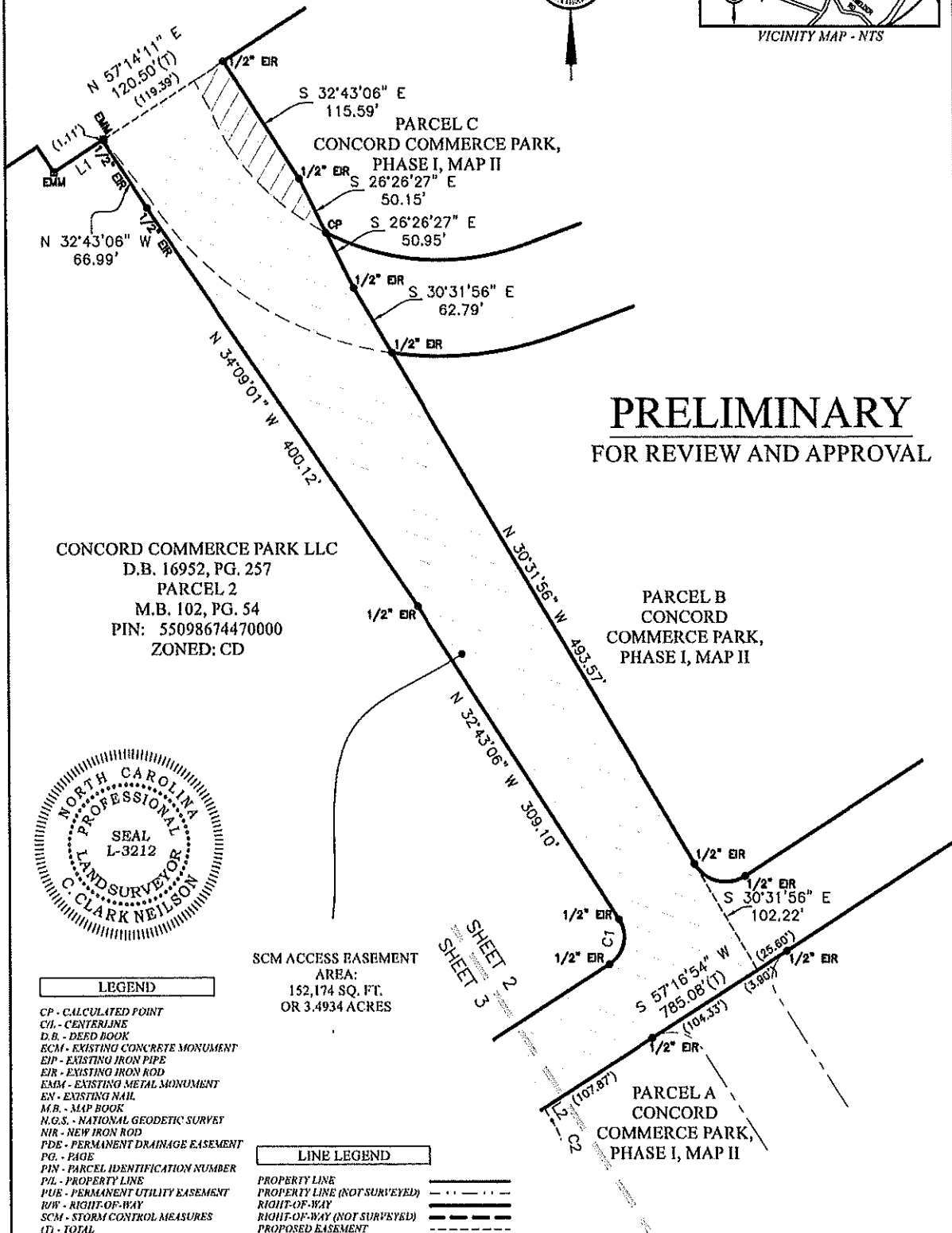
NOTE: NOT A VALID  
SURVEY WITHOUT  
ALL SHEETS.

**NOTES**

1. SEE SHEET 5 OF 5 FOR ALL NOTES AND CERTIFICATIONS.



VICINITY MAP - NTS



**LEGEND**

CP - CALCULATED POINT  
C/L - CENTERLINE  
D.B. - DEED BOOK  
ECM - EXISTING CONCRETE MONUMENT  
EIP - EXISTING IRON PIPE  
EIR - EXISTING IRON ROD  
EMM - EXISTING METAL MONUMENT  
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PDE - PERMANENT DRAINAGE EASEMENT  
PG. - PAGE  
PIN - PARCEL IDENTIFICATION NUMBER  
P/L - PROPERTY LINE  
PUE - PERMANENT UTILITY EASEMENT  
R/W - RIGHT-OF-WAY  
SCM - STORM CONTROL MEASURES  
(T) - TOTAL

SCM ACCESS EASEMENT  
AREA:  
152,174 SQ. FT.  
OR 3.4934 ACRES

**LINE LEGEND**

PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
PROPOSED EASEMENT



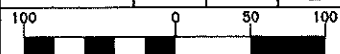
**R.B. PHARR AND ASSOCIATES, P.A.**

SURVEYING AND MAPPING

LICENSURE NO: C-1471

968 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL (704) 376-2186

CREW:	DRAWN:	REVISED:	PH:	DATE:
RBP	CVP	-	CMW	DECEMBER 9, 2025



SCALE: 1" = 100'  
JOB NO. 97100

**EASEMENT EXHIBIT PREPARED FOR:**  
**FORTIUS CAPITAL PARTNERS**

2711 CONCORD PARKWAY SOUTH  
CITY OF CONCORD, CABARRUS COUNTY, NC  
DEED REFERENCE: D.B. 16952, PG. 251  
MAP REFERENCE: M.B. 103, PG. 38  
PIN: 55097599000000, 55098777810000

# SHEET 3 OF 5

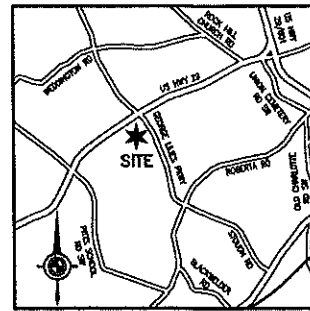
NOTE: NOT A VALID  
SURVEY WITHOUT  
ALL SHEETS.

## NOTES

1. SEE SHEET 5 OF 5 FOR ALL NOTES AND CERTIFICATIONS.

CONCORD COMMERCE PARK LLC  
D.B. 16952, PG. 257  
PARCEL 2  
M.B. 102, PG. 54  
PIN: 55098674470000  
ZONED: CD

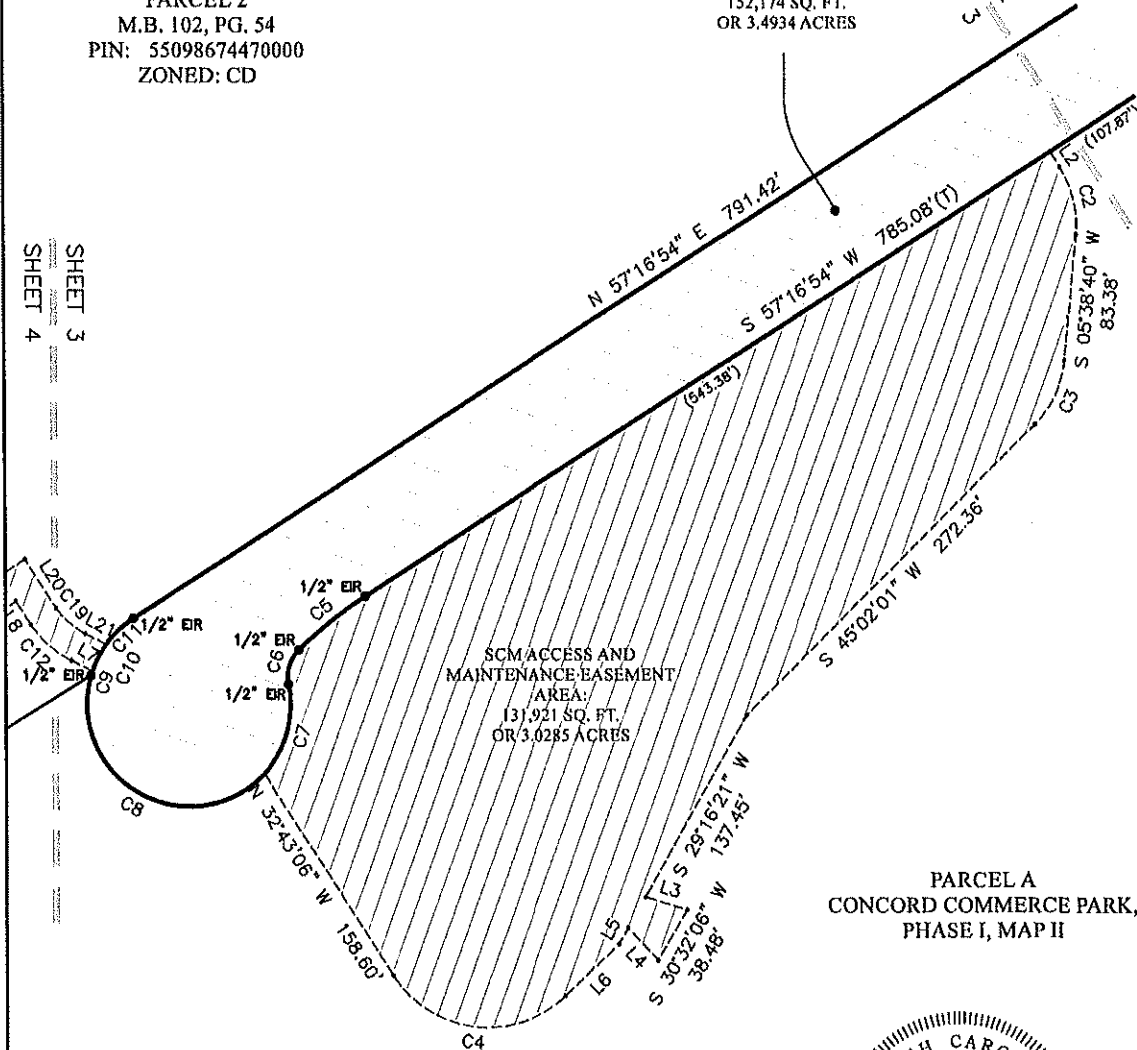
MAP REFERENCE:  
NC GRID NAD 83(2011)



VICINITY MAP - NTS

SCM ACCESS EASEMENT  
AREA:  
152,174 SQ. FT.  
OR 3.4934 ACRES

SHEET 3  
SHEET 4

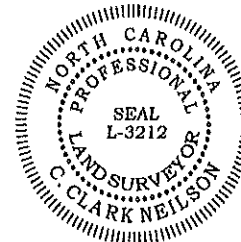


## LEGEND

CP - CALCULATED POINT  
CL - CENTERLINE  
D.B. - DEED BOOK  
ECM - EXISTING CONCRETE MONUMENT  
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R/W - RIGHT-OF-WAY  
SCM - STORM CONTROL MEASURES  
(T) - TOTAL

## LINE LEGEND

PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
PROPOSED EASEMENT



**PRELIMINARY**  
FOR REVIEW AND APPROVAL



R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

LICENSURE NO: C-1471  
989 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

CREW:	DRAWN:	REVISED:	PH:	DATE:
RBP	CVP	-	CMW	DECEMBER 9, 2025

100 0 50 100 SCALE: 1" = 100' JOB NO. 97100

EASEMENT EXHIBIT PREPARED FOR:  
**FORTIUS CAPITAL PARTNERS**

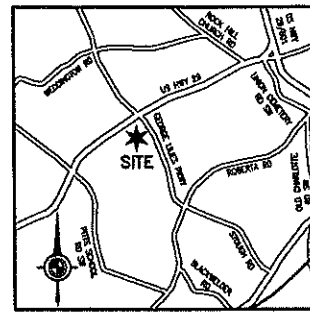
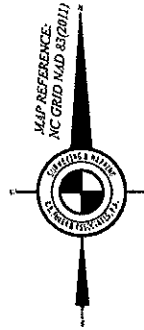
2711 CONCORD PARKWAY SOUTH  
CITY OF CONCORD, CABARRUS COUNTY, NC  
DEED REFERENCE: D.B. 16952, PG. 251  
MAP REFERENCE: M.B. 103, PG. 38  
PIN: 55097599000000, 55098777810000

**SHEET 4 OF 5**

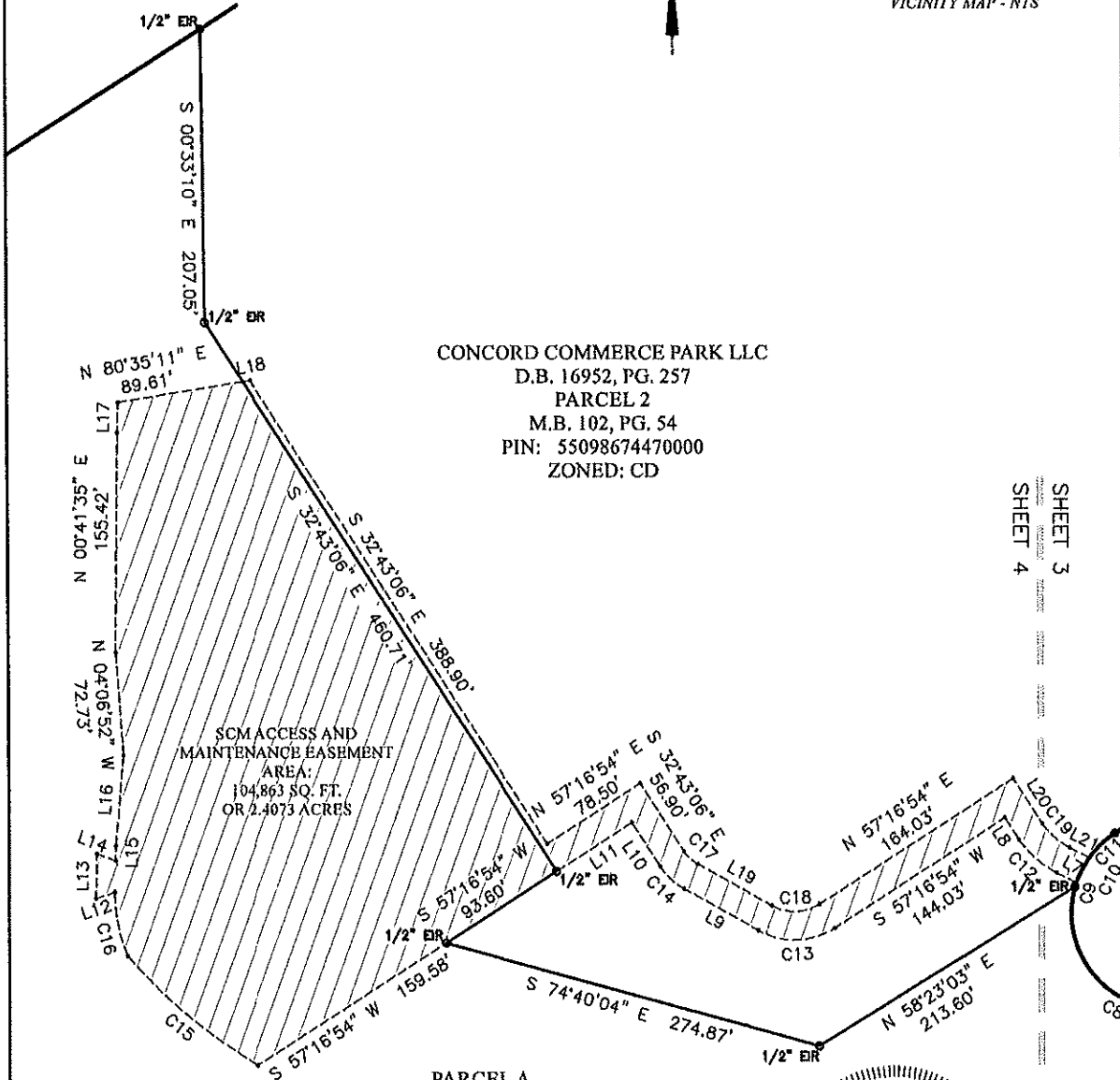
NOTE: NOT A VALID  
SURVEY WITHOUT  
ALL SHEETS.

**NOTES**

1. SEE SHEET 5 OF 5 FOR ALL NOTES AND CERTIFICATIONS.



VICINITY MAP - NTS



CONCORD COMMERCE PARK LLC  
D.B. 16952, PG. 257  
PARCEL 2  
M.B. 102, PG. 54  
PIN: 55098674470000  
ZONED: CD

SCM ACCESS AND  
MAINTENANCE EASEMENT  
AREA:  
104,863 SQ. FT.  
OR 2.4073 ACRES

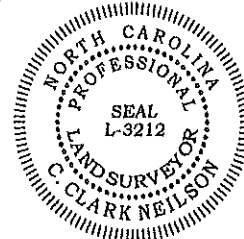
PARCEL A  
CONCORD COMMERCE PARK,  
PHASE I, MAP II

**LEGEND**

CP - CALCULATED POINT  
CL - CENTERLINE  
D.B. - DEED BOOK  
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EIP - EXISTING IRON PIPE  
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R/W - RIGHT-OF-WAY  
SCM - STORM CONTROL MEASURES  
(T) - TOTAL

**LINE LEGEND**

PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
PROPOSED EASEMENT



**PRELIMINARY**  
FOR REVIEW AND APPROVAL



R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

LICENSURE NO. C-1471

989 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL (704) 376-2186

CREW:	DRAWN:	REVISED:	PH:	DATE:
RBP	CVP	-	CMW	DECEMBER 9, 2025

100	0	50	100	SCALE:	JOB NO.
				1" = 100'	97100

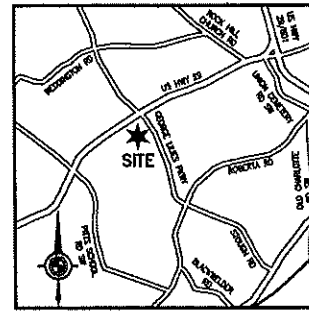
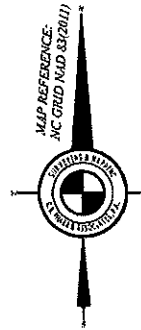
EASEMENT EXHIBIT PREPARED FOR:  
**FORTIUS CAPITAL PARTNERS**

2711 CONCORD PARKWAY SOUTH  
CITY OF CONCORD, CABARRUS COUNTY, NC  
DEED REFERENCE: D.B. 16952, PG. 251  
MAP REFERENCE: M.B. 103, PG. 38  
PIN: 55097599000000, 55098777810000



# SHEET 5 OF 5

NOTE: NOT A VALID  
SURVEY WITHOUT  
ALL SHEETS.



VICINITY MAP - NTS

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N 57°14'29" E	48.89'
L2	S 32°43'06" E	11.88'
L3	S 73°00'00" E	29.02'
L4	N 42°34'47" W	28.95'
L5	S 29°16'21" W	12.35'
L6	S 46°22'35" W	49.38'
L7	N 62°43'06" W	15.52'
L8	N 32°43'06" W	18.35'
L9	N 61°00'48" W	60.58'
L10	N 32°43'06" W	36.90'
L11	S 57°16'54" W	63.50'
L12	S 72°09'38" W	13.85'
L13	N 01°27'02" E	31.46'
L14	S 69°15'34" E	13.80'
L15	N 01°20'00" E	10.43'
L16	N 05°03'03" E	64.04'
L17	N 01°39'21" E	21.30'
L18	N 80°35'11" E	5.44'
L19	S 61°00'48" E	60.58'
L20	S 32°43'06" E	38.04'
L21	S 62°43'06" E	15.52'

## NOTES:

1. THE PURPOSE OF THIS MAP IS TO CREATE TWO SCM ACCESS AND MAINTENANCE EASEMENTS AND A SCM ACCESS EASEMENT, ALL AS SHOWN HEREON.
2. THIS IS NOT A BOUNDARY SURVEY, SEE R.B. PHARR & ASSOCIATES JOB #95940 FOR ALL BOUNDARY INFORMATION.
3. PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
4. THIS PROPERTY IS SUBJECT TO EASEMENTS THAT ARE NOT SHOWN HEREON.
5. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS SUBJECT PROPERTY ARE SHOWN HEREON.
6. AREAS CALCULATED BY COORDINATE COMPUTATION.
7. IN ACCORDANCE WITH N.C.G.S. § 47-38(b), THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

## CURVE TABLE

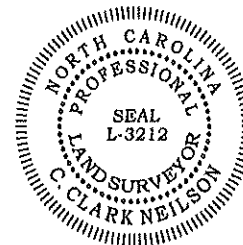
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	27.00'	42.41'	S 12°16'54" W	38.18'
C2	70.00'	46.87'	S 13°32'13" E	46.00'
C3	70.00'	48.12'	S 25°20'21" W	47.18'
C4	75.00'	132.08'	N 83°10'15" W	115.66'
C8	67.50'	180.82'	N 60°33'50" W	131.40'
C9	67.50'	3.04'	N 17°28'12" E	3.04'
C10	67.50'	20.07'	N 27°16'54" E	20.00'
C11	67.50'	25.31'	N 46°32'30" E	25.16'
C12	73.00'	36.12'	N 48°32'38" W	35.75'
C13	53.00'	57.08'	S 88°08'03" W	54.36'
C14	47.00'	23.21'	N 46°51'57" W	22.98'
C15	374.25'	121.07'	N 50°05'32" W	120.54'
C16	113.89'	46.08'	N 11°02'19" W	45.76'
C17	27.00'	13.33'	S 46°51'57" E	13.20'
C18	33.00'	35.54'	N 88°08'03" E	33.85'
C19	53.00'	25.96'	S 48°41'14" E	25.70'

## LEGEND

CP - CALCULATED POINT  
CL - CENTERLINE  
D.B. - DEED BOOK  
ECM - EXISTING CONCRETE MONUMENT  
EIP - EXISTING IRON PIPE  
EIR - EXISTING IRON ROD  
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R/W - RIGHT-OF-WAY  
SCM - STORM CONTROL MEASURES  
(T) - TOTAL

## LINE LEGEND

PROPERTY LINE  
PROPERTY LINE (NOT SURVEYED)  
RIGHT-OF-WAY  
RIGHT-OF-WAY (NOT SURVEYED)  
PROPOSED EASEMENT



**PRELIMINARY**  
FOR REVIEW AND APPROVAL



R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING

LICENSURE NO: C-1471  
989 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL: (704) 376-2186

CREW: RBP CVP  
DRAWN: CMW  
REVISED: ---  
DATE: DECEMBER 9, 2025



SCALE: 1" = 100'  
JOB NO. 97100

EASEMENT EXHIBIT PREPARED FOR:  
**FORTIUS CAPITAL PARTNERS**

2711 CONCORD PARKWAY SOUTH  
CITY OF CONCORD, CABARRUS COUNTY, NC  
DEED REFERENCE: D.B. 16952, PG. 251  
MAP REFERENCE: M.B. 103, PG. 38  
PIN: 55097599000000, 55098777810000



## Wet Detention Basin Inspection and Maintenance Plan for TradePark at Concord WQ Pond 1

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.

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

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

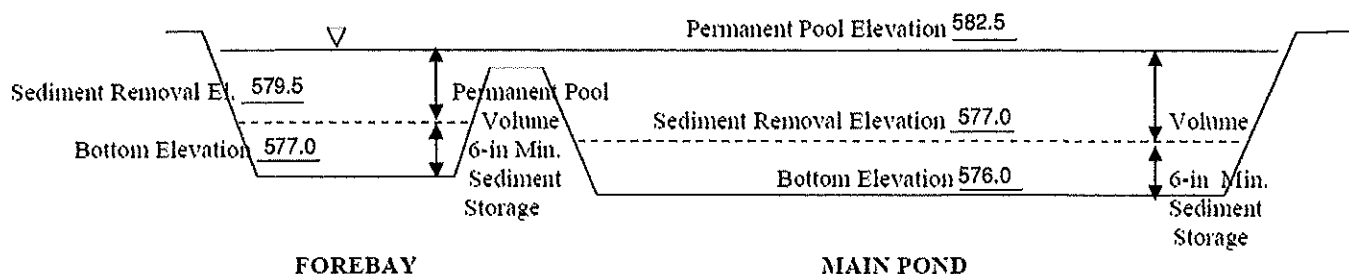
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

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

When the permanent pool depth reads 5.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 3.0 feet in the forebay, the sediment shall be removed.

#### BASIN DIAGRAM (fill in the blanks)





## Wet Detention Basin Inspection and Maintenance Plan for TradePark at Concord WQ Pond 2

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.

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

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

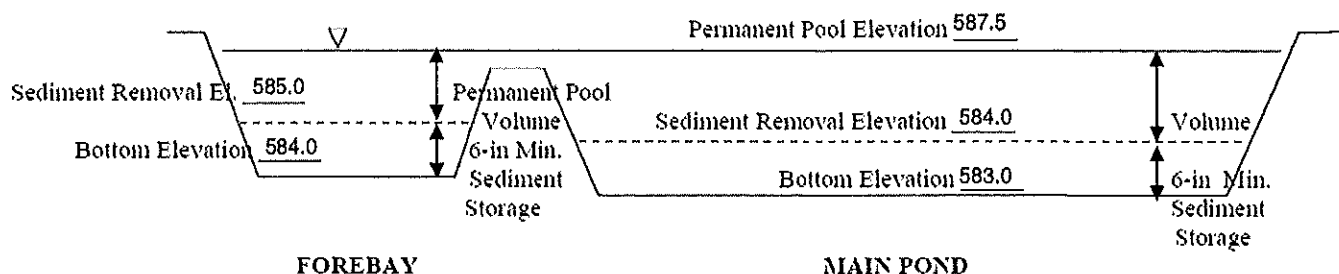
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

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

When the permanent pool depth reads 3.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 2.5 feet in the forebay, the sediment shall be removed.

### BASIN DIAGRAM (fill in the blanks)



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

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

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

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

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

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

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

As authorized by the NC MOA, the City requests that the County utilize the City Settlement Proceeds received by the City prior to July 1, 2023, in the amount of \$203,787.53, from the National Opioid Settlement Funds in the manner allowed by Ex. A to the NC MOA, specifically, as follows:

- a. Name of strategy: Evidence-based addiction treatment
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 2
- d. Amount authorized for this strategy: \$203,787.53
- e. Period of time during which expenditure may take place:
  - Start date: October 24, 2025
  - End date: June 30, 2027
- f. Description of the program, project, or activity:  
Medication-assisted treatment (MAT) is the use of FDA-approved medications to treat opioid use disorders and is considered the gold standard of care. Community paramedicine programs are increasingly recognized as a viable opportunity to bridge gaps in service delivery for individuals with opioid use disorders. Through community paramedics, MAT can be safely delivered while simultaneously providing education, connecting individuals to resources and primary care, and diverting individuals from use of local emergency departments. The nimble and community-based model of community paramedicine makes it an ideal modality for



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

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

g. Provider: Cabarrus County EMS

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stephen M. Morris, Mayor  
City of Concord

ATTEST:

\_\_\_\_\_  
Kim Deason, Clerk to the Board

**SEAL**

ORD.

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	16,908,605	19,908,605	300,000
451-4357000				
451-4603400	Future Grants	2,278,325	1,978,325	<300,000>
451-4603400				
				<u>00.00</u>

**Total**

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of January, 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M Morris, Mayor

, Mayor

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

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

AN ORDINANCE TO AMEND FY 2025-2026 BUDGET ORDINANCE

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

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	\$2,914,317	\$2,916,642	\$2,325
Total				<u>\$2,325</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	\$13,285	\$15,610	<u>\$2,325</u>
Total				<u>\$2,325</u>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to 123 Jump to purchase custom jump ropes; a vital tool in the organization’s youth development through structured jump rope programs, camps, classes and events.

Adopted this 8th day of January, 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M. Morris, Mayor

ATTEST: \_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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



## MEMORADUM

DATE: Friday, January 9, 2026  
TO: Jeff Corley, Water Resources Director  
FROM: Veronika Galitsky, Construction Manager  
SUBJECT: Infrastructure Acceptance  
PROJECT NAME: 4510 Fortune Ave  
PROJECT NUMBER: 2024-040  
DEVELOPER: Concord Fortune LLC  
FINAL CERTIFICATION - LOT NUMBERS: Site  
INFRASTRUCTURE TYPE: Water  
COUNCIL ACCEPTANCE DATE: Thursday, January 08, 2026  
ONE-YEAR WARRANTY DATE: Friday, January 08, 2027

Water Infrastructure	Quantity
8-inch in LF	6.00
8-inch Valves	1
12-inch in LF	30.00



## MEMORADUM

DATE: Friday, January 9, 2026  
TO: Jeff Corley, Water Resources Director  
FROM: Veronika Galitsky, Construction Manager  
SUBJECT: Infrastructure Acceptance  
PROJECT NAME: Concord Fleet Services  
PROJECT NUMBER: 2021-027  
DEVELOPER: City of Concord - Fleet  
FINAL CERTIFICATION - LOT NUMBERS: Site  
INFRASTRUCTURE TYPE: Water  
COUNCIL ACCEPTANCE DATE: Thursday, January 08, 2026  
ONE-YEAR WARRANTY DATE: Friday, January 08, 2027

Water Infrastructure	Quantity
8-inch in LF	7.00
8-inch Valves	1
Hydrants	2



## MEMORADUM

DATE: Friday, January 9, 2026  
TO: Jeff Corley, Water Resources Director  
FROM: Veronika Galitsky, Construction Manager  
SUBJECT: Infrastructure Acceptance  
PROJECT NAME: Cordera  
PROJECT NUMBER: 2024-007  
DEVELOPER: Niblock Homes, LLC  
FINAL CERTIFICATION - LOT NUMBERS: 1-25  
INFRASTRUCTURE TYPE: Water and Sewer  
COUNCIL ACCEPTANCE DATE: Thursday, January 08, 2026  
ONE-YEAR WARRANTY DATE: Friday, January 08, 2027

Water Infrastructure	Quantity
2-inch in LF	213.00
2-inch Valves	2
8-inch in LF	1454.00
8-inch Valves	6
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2597.00
Manholes as EA	13



## MEMORADUM

DATE: Friday, December 12, 2025  
TO: Phillip Graham, Director of Transportation  
FROM: Veronika Galitsky, Const. Mgr.  
SUBJECT: Roadway Acceptance  
PROJECT NAME: Cumberland Sub PH 1  
PROJECT NUMBER: 2020-070  
DEVELOPER: Niblock Homes, LLC  
COUNCIL ACCEPTANCE DATE: Thursday, January 8, 2026  
ONE-YEAR WARRANTY DATE: Friday, January 8, 2027

Street	Length in LF	ROW in FT	Plat
Annsborough Drive NW	871.00	60.00	PH 1 MP 3
Nutgrove Drive NW	1441.00	50.00	PH 1 MP 3
Cavehill Drive NW	346.00	50.00	PH 1 MP 3
Rafferty Hill Drive NW	646.00	50.00	PH 1 MP 3
Total	3304.00		



## MEMORADUM

DATE: Friday, January 9, 2025  
TO: Phillip Graham, Director of Transportation  
FROM: Veronika Galitsky, Const. Mgr.  
SUBJECT: Roadway Acceptance  
PROJECT NAME: Christenbury Village Phase 1  
PROJECT NUMBER: 2021-035  
DEVELOPER: Christenbury Investors, LLC  
COUNCIL ACCEPTANCE DATE: Thursday, January 8, 2026  
ONE-YEAR WARRANTY DATE: Friday, January 8, 2027

Street	Length in LF	ROW in FT	Plat
Herrons Nestplace NW	215.00	60.00	PH 1
Total	215.00		





## MEMORADUM

DATE: Friday, January 9, 2025  
TO: Phillip Graham, Director of Transportation  
FROM: Veronika Galitsky, Const. Mgr.  
SUBJECT: Roadway Acceptance  
PROJECT NAME: Cumberland Sub PH 1  
PROJECT NUMBER: 2020-070  
DEVELOPER: Niblock Homes, LLC  
COUNCIL ACCEPTANCE DATE: Thursday, January 8, 2026  
ONE-YEAR WARRANTY DATE: Friday, January 8, 2027

Street	Length in LF	ROW in FT	Plat
Fulworth Drive	840.00	60.00	PH 1
Alveston Drive	870.00	50.00	PH 1
Total	1710.00		



## MEMORADUM

DATE: Friday, January 9, 2025  
 TO: Phillip Graham, Director of Transportation  
 FROM: Veronika Galitsky, Const. Mgr.  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Spring Meadow Sub  
 PROJECT NUMBER: 2019-032  
 DEVELOPER: Pulte Home Company, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, January 8, 2026  
 ONE-YEAR WARRANTY DATE: Friday, January 8, 2027

Street	Length in LF	ROW in FT	Plat
Big Ivy Street SW	245.00	60.00	PH 1 MP 1
Beaver Dam Street SW	230.00	50.00	PH 1 MP 1
Langhorne Avenue SW	2180.00	50.00	PH 1 MP 1, PH 2A, B MP 1
Bell Spur Avenue	1105.00	50.00	PH 1 MP 1, PH 2A MP 1
Nesters Store Place SW	830.00	50.00	PH 1 MP 1, PH 2A, B MP 1
Maple Shade Rd SW	1100.00	50.00	PH 1 MP 1, PH 2B MP 1
Light Ridge Court SW	505.00	50.00	PH 3 MP 1
Turnip Patch Street SW	280.00	50.00	PH 3 MP 1
Dan River Court SW	675.00	50.00	PH 4 MP 1
Total	7150.00		





## MEMORADUM

DATE: Friday, November 14, 2025  
 TO: Phillip Graham, Director of  
 FROM: Transportation  
 SUBJECT: Veronika Galitsky, Const. Mgr.  
 PROJECT NAME: Roadway Acceptance  
 PROJECT NUMBER: Campbell Farms Subdivision  
 DEVELOPER: 2018-016  
 COUNCIL ACCEPTANCE DATE: River Rock Capital Partners, LLC  
 ONE-YEAR WARRANTY DATE: Thursday, November 13, 2025  
 Friday, November 13, 2026

Street	Length in LF	ROW in FT	Plat
Jeffrey Court	450.00	60.00	PH 1 MP 1
Jeffrey Court	418.00	50.00	PH 1 MP 1,2
Camp Court	2148.00	50.00	PH 1 MP 1,2
Point Andrew Drive	2283.00	50.00	PH 1 MP 1,2,3
Campbell Chase LN SW	500.00	50.00	PH 1 MP 1,3
Cloverdale Court SW	513.00	50.00	PH 1 MP 1,2
Total	6312.00		

# 2026 Payment Standards

Effective 1/1/2026

	Payment Standard		Payment Standard		Payment Standard		Payment Standard		Payment Standard		Payment Standard	
Zip Code	Efficiency		1 Bdrm		2 Bdrm		3 Bdrm		4 Bdrm		5 Bdrm	
28025	1188		1233		1368		1683		2142		2463	
<b>28026</b>	<b>1260</b>		<b>1305</b>		<b>1449</b>		<b>1791</b>		<b>2268</b>		<b>2608</b>	
28027	1332		1386		1530		1890		2394		2753	
<b>28036</b>	<b>1620</b>		<b>1683</b>		<b>1863</b>		<b>2313</b>		<b>2925</b>		<b>3363</b>	
28071	855		864		1035		1341		1710		1966	
<b>28075</b>	<b>2142</b>		<b>2223</b>		<b>2466</b>		<b>3042</b>		<b>3852</b>		<b>4429</b>	
28078	1764		1827		2025		2502		3168		3643	
<b>28081</b>	<b>1008</b>		<b>1035</b>		<b>1188</b>		<b>1503</b>		<b>1908</b>		<b>2194</b>	
28082	1260		1305		1449		1791		2268		2608	
<b>28083</b>	<b>1125</b>		<b>1161</b>		<b>1314</b>		<b>1647</b>		<b>2097</b>		<b>2411</b>	
28097	792		810		909		1242		1512		1738	
<b>28107</b>	<b>1062</b>		<b>1107</b>		<b>1233</b>		<b>1521</b>		<b>1926</b>		<b>2214</b>	
28124	1062		1107		1233		1521		1926		2214	
<b>28138</b>	<b>990</b>		<b>999</b>		<b>1206</b>		<b>1575</b>		<b>2016</b>		<b>2318</b>	
28213	1296		1350		1494		1845		2340		2691	
<b>28215</b>	<b>1359</b>		<b>1413</b>		<b>1566</b>		<b>1935</b>		<b>2448</b>		<b>2815</b>	
28269	1329		1692		1872		2313		2925		3363	
							See reverse for additional information					

28025 - Concord  
28026 - Concord  
28027 - Concord

28083 - Kannapolis  
28097- Locust  
28107 - Midland

28036 - Davidson  
28071 - Gold Hill  
28075 - Harrisburg  
28078 - Huntersville  
28081 - Kannapolis  
28082 - Kannapolis

28124 - Mt. Pleasant  
28138 - Rockwell  
28213 - Charlotte  
28215 - Charlotte  
28269 - Charlotte

**Our jurisdiction is Cabarrus County, which includes PARTS of Zip Codes outside of Concord.**

**Please google homes which are in Zip Codes/Cities that are not Concord to ensure they are in Cabarrus County.**

**If you want to rent a home outside of Cabarrus County we will have to send your paperwork to the Housing Agency that covers that juri**

<b>Payment Standard</b>
<b>6 Bdrm</b>
2784
<b>2948</b>
3112
<b>3802</b>
2223
<b>5007</b>
4118
<b>2480</b>
2948
<b>2726</b>
1965
<b>2503</b>
2503
<b>2620</b>
3042
<b>3182</b>
3802

**sdiction.**



CAPITAL PROJECT ORDINANCE AMENDMENT  
Housing Repositioning Fund

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

SECTION 1. The project authorized and amended is the Wilkinson Repositioning project.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
371-4501400	Transfer from Capital Project	2,000,000	2,140,512	140,512
<b>Total</b>				<b>140,512</b>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3710-5811082	Future Projects	900,000	1,040,512	140,512
<b>Total</b>				<b>140,512</b>

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 8th day of January, 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M. Morris, Mayor

ATTEST: \_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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

CAPITAL PROJECT ORDINANCE AMENDMENT  
Revolving Affordable Housing 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 adopted/amended:

- SECTION 1. The project authorized and amended is Affordable Housing.
- SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.
- SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
370-4361000	Investment Earnings	14,163	29,483	15,320
				<u>15,320</u>

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

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475000	Affordable Housing Const	417,107	397,104	(20,000)
3700-5987000	Transfer to Project Fund	0	140,512	140,512
3700-5811082	Future Projects	105,192	0	(105,192)
Total				<u>15,320</u>

- SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.
- SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.
- SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of January, 2026.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
Stephen M. Morris, Mayor

ATTEST: \_\_\_\_\_  
Leslie Jenkins, Interim City Clerk

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

**Outstanding Debt of the City of Concord**  
**31-Dec-25**

<b>Series</b>	<b>Revenue Bonds Description</b>	<b>12/31/2025 Principal Outstanding</b>	<b>Final Maturity</b>	<b>Avg Coupon</b>	<b>Use of Proceeds</b>	<i>Remaining FYE 2026 Principal Due</i>	<i>Remaining FYE 2026 Interest Due</i>
Series 2012	Utility System Revenue Bonds-Refunding	4,040,000	12/1/2028	4.080%	Water/Electric	-	63,178
Series 2016	Utility System Revenue Bonds-Refunding	13,025,000	12/1/2035	4.684%	Water/Electric/Sewer	-	308,100
Series 2024	Utility System Revenue Bonds	20,735,000	12/1/2043	4.378%	Water	-	469,150
<b>TOTAL</b>		<u>37,800,000</u>				<u>-</u>	<u>840,428</u>

<b>Series</b>	<b>General Obligation Debt Description</b>	<b>12/31/2025 Balance Outstanding</b>	<b>Final Maturity</b>	<b>Interest Rates</b>	<b>Use of Proceeds</b>	<i>Remaining FYE 2026 Principal Due</i>	<i>Remaining FYE 2026 Interest Due</i>
Series 2023	General Obligation	37,800,000	9/1/2043	4% to 5%	Parks & Rec improvements	-	903,000
<b>TOTAL</b>		<u>37,800,000</u>				<u>-</u>	<u>903,000</u>

<b>Series</b>	<b>Non General Obligation Debt Description</b>	<b>12/31/2025 Balance Outstanding</b>	<b>Final Maturity</b>	<b>Interest Rates</b>	<b>Use of Proceeds</b>	<i>Remaining FYE 2026 Principal Due</i>	<i>Remaining FYE 2026 Interest Due</i>
Series 2014A	Limited Obligation	14,415,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	1,685,000	275,391
Series 2024	Limited Obligation	11,180,000	6/1/2044	4% to 5%	Fire Station 6	590,000	267,750
11/10/2015	Installment Purchase	2,281,000	5/1/2030	2.420%	Parking Facility-Aviation	435,000	27,600
10/11/2017	Installment Purchase Refunding 07 IPA	1,183,765	11/9/2027	2.040%	***Aviation/Fire Station	301,935	12,074
3/10/2021	Installment Purchase	3,664,503	3/1/2031	1.430%	Fire Station 12	620,000	26,201
<b>TOTAL</b>		<u>32,724,268</u>				<u>3,631,935</u>	<u>609,016</u>
		<u>108,324,268</u>				<u>3,631,935</u>	<u>2,352,444</u>

\*\* City Hall, Police HQ, Telecommunication Equip.

\*\*\* Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

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

2025 BUDGET YEAR	35,060,797.60
2024	26,056.28
2023	4,577.65
2022	548.31
2021	15.62
2020	11.78
2019	6.31
2018	
2017	
2016	
Prior Years	
Interest	2,909.46
Refunds	
	<hr/>
	35,094,923.01

**Vehicle Tax Receipts- County**

2025 BUDGET YEAR	976,987.17
2024	1,159.63
2023	
2022	
2021	
2020	
2019	
Prior Years	
Penalty & Interest	16,435.25
Refunds	
	<hr/>
	994,582.05

**Fire District Tax - County**

2025 BUDGET YEAR	121,897.54
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	36,211,402.60

423:Vehicle Tag Fee-Transportation Impr Fund	65,025.09
100:Vehicle Tag Fee	263,832.20
630:Vehicle Tag Fee-Transportation Fund	65,044.33
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	393,901.62

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

Oakwood Cemetery current	6,550.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	6,800.02
Rutherford Cemetery endowment	1,699.98
West Concord Cemetery current	1,625.00
West Concord Cemetery endowment	-
<b>Total Cemetery Collections</b>	<hr/>
	16,675.00

<b>Total Collections</b>	<hr/>
	\$ 36,621,979.22

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	13,956.77
Discoveries/Annex prior yr billed in current Yr	1,486.46
Discovery Penalty	1,970.30
<b>Total Amount Invoiced - Monthly</b>	<b>17,413.53</b>
<b>Total Amount Invoiced - YTD</b>	<b>97,616,967.23</b>

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	80,658.88
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<b>80,658.88</b>

<b>Adjusted Amount Invoiced - monthly</b>	<b>(63,245.35)</b>
<b>Adjusted Amount Invoiced - YTD</b>	<b>97,471,524.11</b>

Current Levy Collected	35,060,797.60
Levy Collected from previous years	31,215.95
Penalties & Interest Collected	2,909.46
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<b>35,094,923.01</b>
<b>Total Collected - YTD</b>	<b>56,562,310.63</b>

<b>Total Collected - net current levy -YTD</b>	<b>56,340,556.26</b>
Percentage of Collected -current levy	57.80%
Amount Uncollected - current year levy	41,130,967.85
Percentage of Uncollected - current levy	42.20%
	100.00%

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

CITY OF CONCORD	\$	80,658.88
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	58,012	58,012	0.0048	278.46	167.08
2021	0	55,132	55,132	0.0048	264.63	132.32
2022	0	58,414	58,414	0.0048	280.39	112.15
2023	0	63,507	63,507	0.0048	304.83	91.45
2024	0	85,273	85,273	0.0042	358.15	71.63
2025	3,006,350	316,691	3,323,041	0.0042	13,956.77	1,395.67
<b>Total</b>	<b>3,006,350</b>	<b>637,029</b>	<b>3,643,379</b>		<b>\$ 15,443.23</b>	<b>\$ 1,970.30</b>

**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
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By Transaction  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 11/30/2025

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
NORDDEUTSCHE LANDSBK NY 0 1/2/2026	65558NA24	5,000,000.00	4,873,416.67	1/2/2026	4.453	1.13	6/6/2025	97.468333	33
NOVANT HEALTH INC 0 1/15/2026	67001HAF7	5,000,000.00	4,969,433.33	1/15/2026	3.954	1.15	11/20/2025	99.388667	46
NATIXIS NY BRANCH CP 0 2/13/2026	63873KBD8	5,000,000.00	4,842,986.11	2/13/2026	4.388	1.12	5/23/2025	96.859722	75
TORONTO DOMINION 0 3/20/2026	89119CL8	5,000,000.00	4,839,991.67	3/20/2026	4.360	1.12	6/20/2025	96.799833	110
MUFG BANK LTD 0 4/2/2026	62479MD26	5,000,000.00	4,856,650.00	4/2/2026	4.355	1.13	8/1/2025	97.133	123
CREDIT AGRICOLE CIB 0 4/10/2026	22533UDA8	5,000,000.00	4,887,125.00	4/10/2026	3.959	1.13	9/12/2025	97.7425	131
METLIFE SHORT TERM 0 5/6/2026	59157UE63	5,000,000.00	4,887,952.78	5/6/2026	3.948	1.13	10/9/2025	97.759056	157
TOYOTA MTR CR 0 5/15/2026	89233HEF7	5,000,000.00	4,847,940.28	5/15/2026	4.198	1.13	8/19/2025	96.958806	166
SWEDISH EXPORT CR 0 6/26/2026	87030KFS0	5,000,000.00	4,877,694.44	6/26/2026	3.793	1.13	10/31/2025	97.553889	208
ING FUNDING LLC 0 7/28/2026	45685RGU5	5,000,000.00	4,859,844.44	7/28/2026	3.817	1.13	10/29/2025	97.196889	240
FIRST ABU DHABI 0 8/14/2026	31849MHE4	5,000,000.00	4,857,125.00	8/14/2026	3.922	1.13	11/17/2025	97.1425	257
Sub Total / Average Commercial Paper		55,000,000.00	53,600,159.72		4.104	12.45		97.459707	140
<b>FFCB Bond</b>									
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.16	12/22/2021	100	22
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.16	3/22/2024	99.992204	95
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.16	12/17/2020	100	198
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.15	9/22/2023	99.426	275
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.16	9/28/2021	100	302
FFCB 4 2/23/2027	3133ETJF5	5,000,000.00	4,997,113.80	2/23/2027	4.037	1.16	5/23/2025	99.942276	450
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.16	3/30/2020	100	485
FFCB 4.48 4/6/2027-26	3133ERR78	5,000,000.00	4,995,500.00	4/6/2027	4.525	1.16	1/10/2025	99.91	492
FFCB 3.66 9/15/2027-26	3133ETXQ5	5,000,000.00	5,000,000.00	9/15/2027	3.660	1.16	9/15/2025	100	654
FFCB 3.61 10/27/2027-26	3133ETL96	5,000,000.00	5,000,000.00	10/27/2027	3.610	1.16	10/27/2025	100	696
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.16	3/10/2021	100	831
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.16	3/23/2021	100	844
FFCB 4.14 6/16/2028-27	3133ETLE5	5,000,000.00	5,000,000.00	6/16/2028	4.140	1.16	6/16/2025	100	929
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.16	2/16/2021	99.725	1,152
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.15	3/24/2021	99.2	1,201
FFCB 4.21 8/27/2029-26	3133ETVD6	5,000,000.00	5,000,000.00	8/27/2029	4.210	1.16	8/27/2025	100	1,366
FFCB 4.52 4/9/2030-26	3133ETCF2	5,000,000.00	5,000,000.00	4/9/2030	4.520	1.16	4/9/2025	100	1,591
FFCB 4.37 4/16/2030-27	3133ETDA2	5,000,000.00	5,000,000.00	4/16/2030	4.370	1.16	4/22/2025	100	1,598
FFCB 4.57 9/10/2031-26	3133ETXB8	5,000,000.00	5,000,000.00	9/10/2031	4.570	1.16	9/10/2025	100	2,110
Sub Total / Average FFCB Bond		95,000,000.00	94,909,774.00		3.010	22.04		99.905492	805
<b>FHLB Bond</b>									
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.16	12/30/2020	100	30
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.16	2/17/2021	99.9	79
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.16	3/10/2021	100	100
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.16	4/29/2021	100	150
FHLB 1 5/26/2026-23	3130AMME9	5,000,000.00	4,769,250.00	5/26/2026	4.356	1.11	12/20/2024	95.385	177
FHLB 4.375 1/8/2027-26	3130B4GP0	5,000,000.00	5,000,000.00	1/8/2027	4.375	1.16	1/8/2025	100	404
FHLB 4.35 2/12/2027-26	3130B4Y88	5,000,000.00	4,993,750.00	2/12/2027	4.416	1.16	2/14/2025	99.875	439
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.16	8/28/2020	99.725	625
FHLB 4.125 7/10/2028-26	3130B6YJ9	5,000,000.00	5,000,000.00	7/10/2028	4.125	1.16	7/10/2025	100	953
FHLB 4.45 12/4/2028-26	3130B3XH1	5,000,000.00	5,000,000.00	12/4/2028	4.450	1.16	12/4/2024	100	1,100
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.16	11/1/2019	100	1,432
FHLB 3.75 9/23/2030-27	3130B7SM7	5,000,000.00	5,000,000.00	9/23/2030	3.750	1.16	9/24/2025	100	1,758



FHLB 3.76 11/27/2030-28	3130B8PF3	5,000,000.00	5,000,000.00	11/27/2030	3.760	1.16	11/28/2025	100	1,823
Sub Total / Average FHLB Bond		65,000,000.00	64,744,250.00		2.751	15.03		99.62151	700
FHLMC Bond									
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.16	7/14/2020	100	226
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.15	8/30/2024	99.323	271
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.10	3/25/2024	94.917654	480
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.15	9/27/2024	99.45	578
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.15	9/23/2024	99.2954	662
FHLMC 4 12/9/2027-25	3134GAL35	5,000,000.00	4,967,900.00	12/9/2027	4.230	1.15	12/9/2024	99.358	739
FHLMC 4.4 12/16/2027-25	3134HAP80	5,000,000.00	4,991,250.00	12/16/2027	4.463	1.16	12/20/2024	99.825	746
FHLMC 4.4 1/26/2028-26	3134HBYN5	5,000,000.00	5,000,000.00	1/26/2028	4.400	1.16	7/15/2025	100	787
FHLMC 4.3 2/4/2028-27	3134HA5M1	5,000,000.00	5,000,000.00	2/4/2028	4.300	1.16	2/4/2025	100	796
FHLMC 4.13 2/25/2028-26	3134HBJ85	5,000,000.00	4,998,000.00	2/25/2028	4.147	1.16	8/25/2025	99.96	817
FHLMC 4.125 3/3/2028-26	3134HBBJ9	5,000,000.00	4,981,850.00	3/3/2028	4.255	1.16	3/4/2025	99.637	824
FHLMC 4.23 3/27/2028	3134HBFL01	5,000,000.00	5,000,000.00	3/27/2028	4.230	1.16	3/28/2025	100	848
FHLMC 4 4/10/2028-26	3134HBGA3	5,000,000.00	4,987,500.00	4/10/2028	4.089	1.16	4/11/2025	99.75	862
FHLMC 3.875 6/23/2028-26	3134HBWV9	5,000,000.00	4,986,000.00	6/23/2028	3.975	1.16	6/25/2025	99.72	936
FHLMC 4.2 7/21/2028-26	3134HBZU8	5,000,000.00	5,000,000.00	7/21/2028	4.200	1.16	7/21/2025	100	964
FHLMC 3.82 11/3/2028-26	3134HB4A6	5,000,000.00	5,000,000.00	11/3/2028	3.820	1.16	11/5/2025	100	1,069
FHLMC 3.75 11/13/2028-26	3134HB5A5	5,000,000.00	5,000,000.00	11/13/2028	3.750	1.16	11/13/2025	100	1,079
FHLMC 3.625 11/24/2028-26	3134HCBQ1	5,000,000.00	4,993,000.00	11/24/2028	3.675	1.16	11/24/2025	99.86	1,090
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.16	8/20/2024	100	1,359
Sub Total / Average FHLMC Bond		95,000,000.00	94,554,802.69		3.922	21.96		99.543878	798
FNMA Bond									
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.06	11/17/2023	91.267	29
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	145
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.21	10/27/2023	88.898	242
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.16	10/29/2020	100	333
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.16	11/4/2020	100	704
FNMA 4.32 3/10/2028-25	3136GACR8	5,000,000.00	5,000,000.00	3/10/2028	4.320	1.16	3/10/2025	100	831
FNMA 4 7/14/2028-26	3136GAK40	5,000,000.00	4,993,000.00	7/14/2028	4.050	1.16	7/14/2025	99.86	957
FNMA 3.95 8/14/2028-26	3136GANR6	5,000,000.00	5,000,000.00	8/14/2028	3.950	1.16	8/14/2025	100	988
FNMA 4 9/12/2028-26	3136GASR1	5,000,000.00	5,000,000.00	9/12/2028	4.000	1.16	9/12/2025	100	1,017
FNMA 3.5 9/18/2028-26	3136GAT25	5,000,000.00	4,985,900.00	9/18/2028	3.600	1.16	9/18/2025	99.718	1,023
FNMA 3.5 10/16/2028-26	3136GAXZ7	5,000,000.00	4,987,500.00	10/16/2028	3.589	1.16	10/17/2025	99.75	1,051
FNMA 3.7 10/24/2028-26	3136GAYK9	5,000,000.00	4,996,250.00	10/24/2028	3.727	1.16	10/24/2025	99.925	1,059
FNMA 4.03 11/14/2028-26	3136GC5R2	5,000,000.00	5,000,000.00	11/14/2028	4.030	1.16	11/14/2025	100	1,080
FNMA 4 4/10/2030-26	3136GAENS	5,000,000.00	4,999,750.00	4/10/2030	4.001	1.16	4/10/2025	99.995	1,592
FNMA 4.45 8/7/2030-26	3136GALN76	5,000,000.00	5,000,000.00	8/7/2030	4.450	1.16	8/8/2025	100	1,711
FNMA 3.875 9/18/2030-26	3136GATA7	5,000,000.00	5,000,000.00	9/18/2030	3.875	1.16	9/18/2025	100	1,753
FNMA 3.75 10/18/2030-27	3136GAY29	5,000,000.00	5,000,000.00	10/18/2030	3.750	1.16	10/20/2025	100	1,783
Sub Total / Average FNMA Bond		76,545,000.00	75,934,196.75		3.601	17.63		99.26375	1,051
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	20,955,907.69	20,955,907.69	N/A	4.048	4.87	5/24/2024	100	1
NCCMT LGIP	NCCMT481	3,773,776.82	3,773,776.82	N/A	3.910	0.88	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		24,729,684.51	24,729,684.51		4.027	5.74		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	22,191,262.00	22,191,262.00	N/A	3.900	5.15	3/31/2019	100	1
Sub Total / Average Money Market		22,191,262.00	22,191,262.00		3.900	5.15		100	1
Total / Average		433,465,946.51	430,664,129.67		3.516	100		99.37615	661