



# City Council Agenda

Thursday, January 14, 2021

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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.

In order to maintain the safety of City residents, City Council, and staff, the January 12, 2021 City Council Work Session and the January 14, 2021 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tqQT09>

Phone Dialing alternative:  
646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

Public Hearings will be conducted during the January 12, 2021 Work Session. If you would like to comment on a public hearing item or to comment during the Persons Requesting to be Heard portion of the January 14, 2021 City Council meeting click the following link:

<https://forms.gle/M37tMtHE3AFFjbBp8>.

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**I. Call to Order**

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

**III. Approval of Minutes:**

December 8 and December 10, 2020

**IV. Presentations:**

**1. Presentation of a Retirement Plaque to Pamela Roberts Parker recognizing her over 25 years of loyal and dedicated service to the City of Concord Planning and Neighborhood Development.** Pam started her career in the Human Resources Department and moved to the Planning and Community Development department as the Executive Assistant. In 2001, she worked as a Code Enforcement Officer in Planning and in 2004 became the Executive Assistant in the newly created Development Services Department. In 2006, she was promoted to Development Services Technician and later in 2007 was promoted to Senior Planner which was the position that she held until retiring as part of the Planning and Neighborhood Development Department. Pam has taken part in many large developments throughout the years and is very instrumental in the quality development that has occurred in Concord. The City of Concord City Council and the Planning and Neighborhood Development Department appreciate having the honor to work with her and wish her the best in her retirement.

**V. Unfinished Business**

**VI. New Business**

**A. Informational Items**

**1. Receive a presentation from Allen Scott and Jeff Parker regarding the Cabarrus Amateur Radio Society. (Work Session)**

**B. Departmental Reports**

**C. Recognition of persons requesting to be heard**

**D. Public Hearings**

- 1. Conduct a public hearing and consider adopting the 2021 revision of the City of Concord Comprehensive Transportation Plan.** The City of Concord Comprehensive Transportation Plan (CTP) is the City's long-range transportation document for local roadway improvements. The CTP Map shows existing and future alignments of thoroughfares and collector streets along with pedestrian, bicycle, greenway and transit facilities in the City while its associated Street Appendix shows schedules consisting of existing cross sections and rights-of-way, future cross sections, and future rights-of-way. The CTP is a coordinated sub-set of the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CRMPO-CTP). The Cabarrus-Rowan MPO is the designated planning agency for all transportation projects in Cabarrus and Rowan counties and the CRMPO-CTP is a financially unconstrained view of the future roadway network in Cabarrus and Rowan counties. As planning documents from adjoining jurisdictions, the state, and the MPO change, roadway networks expand, development occurs, and land use changes, the current City of Concord CTP is evaluated annually by staff to reflect changes to street classifications and future roadway, pedestrian, bicycle and greenway alignments. The 2021 revision includes the addition of public transit and rail, in accordance with the Transit Master Plan, as to encompass all modes of transportation impacting the roadway. Public comment is also essential in providing a complete and comprehensive CTP and this public hearing is an opportunity for developers and citizens to formally participate in the process. An up-to-date CTP is a tool that the public and City staff from multiple departments use in planning for infrastructure needs and requirements. The 2021 Revision of the CTP Map, upon adoption by City Council, will be recorded at the Cabarrus County Register of Deeds.

**Recommendation:** Motion to adopt the 2021 revision of the City of Concord Comprehensive Transportation Plan.

**E. Presentations of Petitions and Requests**

- 1. Consider adopting a resolution to sell 98 Chestnut Drive SW to homebuyer, Desmond N. Miller, for \$149,500.** In Fiscal Year 2018/2019 Council took the initiative to allocate funds for the creation of affordable housing throughout the City as a first step to address the growing housing need. Through this effort, three houses have been constructed, another nearing completion and grading is complete for more. Standards for all new construction include hardy plank siding, meeting SystemVision standards and a landscaping package. To ensure the viability and attractiveness of the homes as well as the neighborhoods, covenants and an affordability clause have been attached to all City built properties via a deed restriction. In June of 2020, Council approved the construction of 98 Chestnut Drive SW. The listed purchase price was \$149,500 and the City received the full asking price.

**Recommendation:** Motion to adopt a resolution to sell 98 Chestnut Drive SW to homebuyer, Desmond N. Miller, for \$149,500.

- 2. Consider naming an un-named private street to Hinson Park Ln NW in the Hinson Mobile Home Park off of Concord Pkwy N (US Hwy 29 N).** According to the Code of Ordinances, the City Council may assign official street names to public and private streets. The entrance for the private street that serves the Hinson Mobile Home Park has been realigned due to the US Hwy 29 Superstreet Improvement Project at US Hwy 29 and Poplar Tent Rd. This project represents some long-awaited upgrades for access to the mobile home park and the owner of the mobile home park, the Hinson family, believes this is a good time to name the private road that runs through the



mobile home park. The Planning and Neighborhood Development Department, which is charged with managing the E-911 addressing system for the City, believes that it is necessary to name the street segment that serves the mobile home park since a new "T" intersection has been created, and agrees with the Hinson family's suggestion to rename. With the roadway improvements, there are now two street segments joining at the intersection. Staff is proposing to leave the Terminal Ct name to the street that connects to Concord Pkwy N and name the section that enters into the mobile home park (at the intersection) to Hinson Park Ln NW (see attached map). The Hinson family suggested the name, Hinson Park Ln NW. Following a review of street names in Cabarrus County, the Cabarrus County Planning Department found one name in the county that is similar (Hinson St in Kannapolis), but the County does not believe the proposed name will cause any conflict. The Planning and Neighborhood Development Department would administratively assign new address numbers to the 20 mobile homes and each mobile home would be required to post their new address number. The owner of the mobile home park has agreed to coordinate posting the address numbers and informing the residents of their new address. There are two street blades that would need to be installed to reflect the new name. The City's Sign Shop would carry out this job task. The mobile home park owner would pay the City for the street blades. The cost would be \$75 for each of the two needed street blades, for a total of \$150. The City would cover the remainder of the cost and installation for the street marker assembly.

**Recommendation:** Motion to approve the naming of an un-named private street to Hinson Park Ln NW which serves the Hinson Mobile Home Park.

- 3. Consider awarding a grant in the amount of \$300,000 from the City's Affordable Housing Revolving Fund to CFEA and to adopt a budget amendment.** The Concord Family Enrichment Association, as formed by City Council, has reached a point where funds are needed to help accomplish the long-term goals of both the City and CFEA related to affordable housing. The CFEA Board of Directors is requesting a \$300,000 grant from the City to enable us to advertise, recruit, and hire an executive director for the organization. This position will be responsible for administering, managing, maintaining, planning and directing CFEA programs and activities as well as seeking out and applying for a variety of funding opportunities (grants, donations, etc.). Grant funds can also be used to acquire properties, build/renovate/maintain properties, provide required matches for non-governmental grants, and pay for other administrative and operational expenses related to the activities of the non-profit.

**Recommendation:** Motion to award a grant in the amount of \$300,000 from the City's Affordable Housing Revolving Fund to CFEA and to adopt a budget amendment.

- 4. Consider authorizing the City Manager to negotiate and execute a contract with Talbert Bright and Ellington (TBE) to provide professional engineering services for the general aviation terminal parking lot rehabilitation at Concord-Padgett Regional Airport.** The current general aviation parking lot has not been repaved since the airport opened in 1994. The pavement is showing significant deterioration. In addition, the airport directional signage is not current since the name change. This project will mil 2 inches of existing pavement and place back 2 inches over the parking lot pavements located in front existing general aviation terminal building. As part of this project wayfinding signage for the airport from Derita Road to the commercial service and general aviation terminals will be included. These improvements will be funded through NCDOT Division of Aviation Commercial Airport Service Grants.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Talbert Bright and Ellington (TBE) for the design and bidding services for the general aviation parking improvements contract, not to exceed \$137,259.

**5. Consider the approval of exercising the 5-year renewal option available on the current Rider Transit Service Provider contract.** Rider Transit is in the final year of the contract with their current Service Provider contractor, Transdev. There is a 5-year option available on the current contract. Rider Transit staff conducted an Independent Cost Estimate (ICE) to determine if the option on the contract should be exercised, or if the contract should go back out for bid. Staff research showed that Rider Transit's current hourly rates for service for Fixed Route (\$65.07/hr) and Paratransit (\$75.93/hr) fell within the ICE range for similar systems and contract arrangements (Fixed Route = \$52.46/hr - \$91.00/hr, Paratransit = \$40.69/hr - \$79.99/hr). This information, coupled with an aging fleet, led staff to recommend to the Concord Kannapolis Transit Commission exercising the 5-year option available on our current contract at their 12/9/20 meeting, which was approved unanimously.

**Recommendation:** Motion to exercise the 5-year renewal option on the current Rider Transit Service Provider contract.

**6. Consider accepting a Preliminary Application from Henry Mims.** In accordance with City Code Chapter 62, Henry Mims has submitted a preliminary application for water service outside the City limits. The property is located at 8618 Arbor Oaks Circle. The property is currently zoned AO and the applicant has plans to develop with a single family home. There is not sanitary sewer service available to this property.

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

**7. Consider authorizing the City Manager to negotiate and execute a contract amendment for professional services with Woolpert, North Carolina, PLLC, to provide surveying and wetland delineation work for the Northwest park property located at 1252 Cox Mill Road.** The property at 1252 Cox Mill Road in Concord, which totals approximately 28.6 acres and is adjacent to Cox Mill Elementary School was purchased by the City in 2020 to serve as the site of Concord's first Northwest park. In July 2020, Council approved the contract with Woolpert, North Carolina PLLC to complete the Master Plan and conceptual design for the Northwest Park. The amendment of \$92,660 will include significant survey work, including boundary surveying, topographic surveys, tree surveys, and a wetland delineation and analysis identified as optional services in original contract. This work is critical to continue the design process once the Master Plan has been adopted, and will accelerate the design and development of the park by preparing to move to Construction Documents soon after the Master Plan has been adopted and survey work has been completed. Development of a park in the Northwest region of Concord is a City Council Goal, and top priority goal of the Comprehensive Parks and Recreation Master Plan.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract amendment with Woolpert, North Carolina, PLLC, in the amount not to exceed \$92,660 for boundary, topographic, tree, and wetland surveying for the Northwest park.

**8. Consider adopting a Capital Project ordinance amendment for the Generator Relocation Project.** City Council approved the generator relocation project which included a new generator, construction and engineering services in the amount of \$800,000 at the October 10, 2019 City Council meeting. This project work is needed due to the Lansing Melbourne redevelopment of 30 Market St., which will require relocating the generator to a new site. Southeastern Consulting Engineers supplied a cost estimate for this project in August of 2019. Negotiations between the City and LMG for the purchase of 30 Market St., and other properties, concluded with a closing in December 2020. The new generator was purchased October 7, 2020 and is due to arrive in late March or early April 2021. Sealed proposals were received from three contractors for the installation of the new generator on December 17, 2020. Material and labor costs have increased since the 2019 quote. An additional \$109,000 is needed to complete this project. In addition to the increase in material and labor costs,

\$25,000 for the rental of two trailer mounted generators critical to the operation of City Hall and the Police Department should the 15-year-old generator fail and a 5% contingency are included.

**Recommendation:** Motion to adopt a Capital Project ordinance amendment for the Generator Relocation Project.

- 9. Consider appointing a voting delegate to cast the City of Concord's vote on the proposed Municipal Advocacy Goals.** NCLM staff received over 450 ideas from 165 individuals representing 114 municipalities. The Legislative Policy Committee has compiled and refined the submitted goals, the NCLM Board of Directors has reviewed, approved and has submitted 17 proposed advocacy goals for consideration. A voting delegate from each municipality must be appointed to review and vote on the proposed goals by January 14, 2021.

**Recommendation:** Motion to appoint a voting delegate to cast the City of Concord's vote on the proposed Municipal Advocacy Goals.

- 10. Receive a presentation on the creation of the City of Concord United Committee.** Council Member Langford will present information regarding the creation of the City of Concord United Committee. Detailed information regarding the establishment of the Committee is attached for your reference.

**Recommendation:** Receive the presentation and consider making a motion in regards to the creation of the City of Concord United Committee.

## VII. Consent Agenda

- A. 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: C4 CStore Holdings II, LLC (PIN 4670-55-3503) 11065 Ellenwood Road.. 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: C4 CStore Holdings II, LLC.

- B. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Park View Estates, Phase 3 Maps 3 and 4. 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: Park View Estates, Phase 3 Maps 3 and 4.

- C. Consider accepting an offer of infrastructure at Ellenwood Park Subdivision, Park View Estates Subdivision, Haven at Rocky River Subdivision, Hunton Forest Subdivision, Woodbridge Subdivision, Allen Mills Subdivision, and The Boys and Girls Club of Cabarrus County.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 12,596 LF of Roadway, 985 LF of 12-inch water main, 7,222 LF of 8-inch water main, 616 LF of 6-inch water main, 703 LF of 2-inch water main, 18 valves, 15 fire hydrants, 6002 LF of 8-inch sanitary sewer main, and 40 manholes.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites. Ellenwood Park Subdivision, Park View Estates Subdivision PH 3 MP 2, Haven at Rocky River Subdivision PH 1 MP 1 and 2, Hunton Forest Subdivision PH 2-3 MP 7, Woodbridge Subdivision PH 1 MP 1 and MP 2, Allen Mills PH 1 MP 1, 2, 3 and 4, and The Boys and Girls Club of Cabarrus County.

- D. Consider approving Parks and Recreation to apply for a Park and Recreation Trust Fund (PARTF) Grant for up to \$500,000 for the re-development of Marvin Caldwell Park.** The Parks and Recreation Trust Fund provides dollar-for-dollar

matching grants to local governments for parks and recreation projects to serve the public. The Parks and Recreation Trust Fund (PARTF) Grant is the primary source of funding to build and renovate park facilities. If awarded, Parks and Recreation would use the funding to help with the renovation of Marvin Caldwell Park. The Marvin Caldwell Park is one of the City of Concord's oldest parks, and was originally funded with Land and Water Conservation Funds (LWCF) in 1973. Based on the approved Master Plan, the application for the Parks and Recreation Trust Fund (PARTF) grant would identify up to three (3) amenities, which could include the City's first Splash Pad, relocation of the Robert Mathis Amphitheater, and provide connectivity with the Irish Buffalo Creek Greenway (First phase of IBC within the Park). The maximum grant request is \$500,000. The Grant applications are due by April 1, 2021, with the final application due to the State NC Park Authority by May 1, 2021. If approved and awarded, the City will have three (3) years to complete the project.

**Recommendation:** Motion to approve the Parks and Recreation request to apply for a Park and Recreation Trust Fund (PARTF) Grant for construction of identified amenities at Marvin Caldwell Park.

- E. Consider authorizing the police department to apply for grant funding from the NC Governor's Highway Safety Administration.** The police department is seeking approval 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 money would be used on overtime expenses for traffic safety enforcement. The grant does not require a local match from the city. The application is due January 31, 2021. Grants awarded will be for the 2022 federal fiscal year, which begins Oct.1, 2021.

**Recommendation:** Motion to authorize the police department to apply for grant funding from the NC Governor's Highway Safety Administration.

- F. Consider adopting a budget amendment to transfer funds reserved for Affordable Housing in the General Fund as of June 30, 2020.** Affordable Housing projects were tracked in the General Fund prior to FY21. At the end of FY20, the amount of funds available to support Affordable Housing projects totaled \$295,141.80. Moving the funds from the General Fund to the Affordable Housing Revolving Project Fund will further support affordable housing efforts throughout the City of Concord.

**Recommendation:** Motion to adopt a budget amendment to transfer Affordable Housing funds available in the General Fund to the Affordable Housing Revolving Projects Fund.

- G. Consider approving the Family Self Sufficiency Grant (FSS) from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$51,491.** HUD has awarded the Housing Department the Family Self Sufficiency Grant for federal year 2020 in the amount of \$51,491 to assist with helping residents move out and up, achieve home ownership and independence and work with participants to establish and meet their goals toward becoming financially self-sufficient.

**Recommendation:** Motion to accept the Family Self Sufficiency Grant (FSS) from HUD and adopt a budget ordinance in the amount of \$51,491.

- H. Consider approval of the transfer of delinquent utility accounts to collection losses.** Annually, staff must review the accounts receivable utility balances and determine if any of the balances are uncollectible. The accounts that are deemed uncollectible should be transferred to collection losses. Delinquent utility accounts deemed to be uncollectible amount to \$524,001.83. 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 collection methods available as well as using the Debt Setoff Program offered through the State and an independent collection agency. Account collection continues even after the account is written off. Finale accounts from May 1, 2019 – March 31,

2020 (These revenues are less than 1% of the total operating revenues for each utility – Electric \$350,893.00; Water \$84,673.59; Wastewater \$68,583.38; Stormwater \$15,157.99; and Environmental Services \$4,693.87)

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

- I. Consider amending Article 8.4, Grievance Policy, in the Personnel Policies and Procedures manual.** Staff recommends an update to Article 8.4, Grievance Policy to clarify the City's grievance procedures as it relates to Step IV of the grievance process.

**Recommendation:** Motion to amend Article 8.4, Grievance Policy, in the Personnel Policies and Procedures manual.

- J. Consider accepting the semiannual debt status report as of December 31, 2020.** The City's debt report as of December 31, 2020 is presented for the City Council's review.

**Recommendation:** Motion to accept the City's semiannual debt status report as of December 31, 2020.

- K. Receive monthly report on status of investments as November 30, 2020.** 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.

- L. Consider acceptance of the Tax Office reports for the month of November 2020.** 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 2020.

- M. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of November 2020.** 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 2020.

**VIII. Matters not on the agenda**

- TAC
- MTC
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Community Task Force 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.



# Thoroughfares

	Existing	Needs Improvement	Recommended
Freeway			
Expressway			
Boulevard			
Major Thoroughfare			
Minor Thoroughfare			
Major Collector			

# Intermodal Points

	Existing	Proposed
Grade Separation		
Interchange		



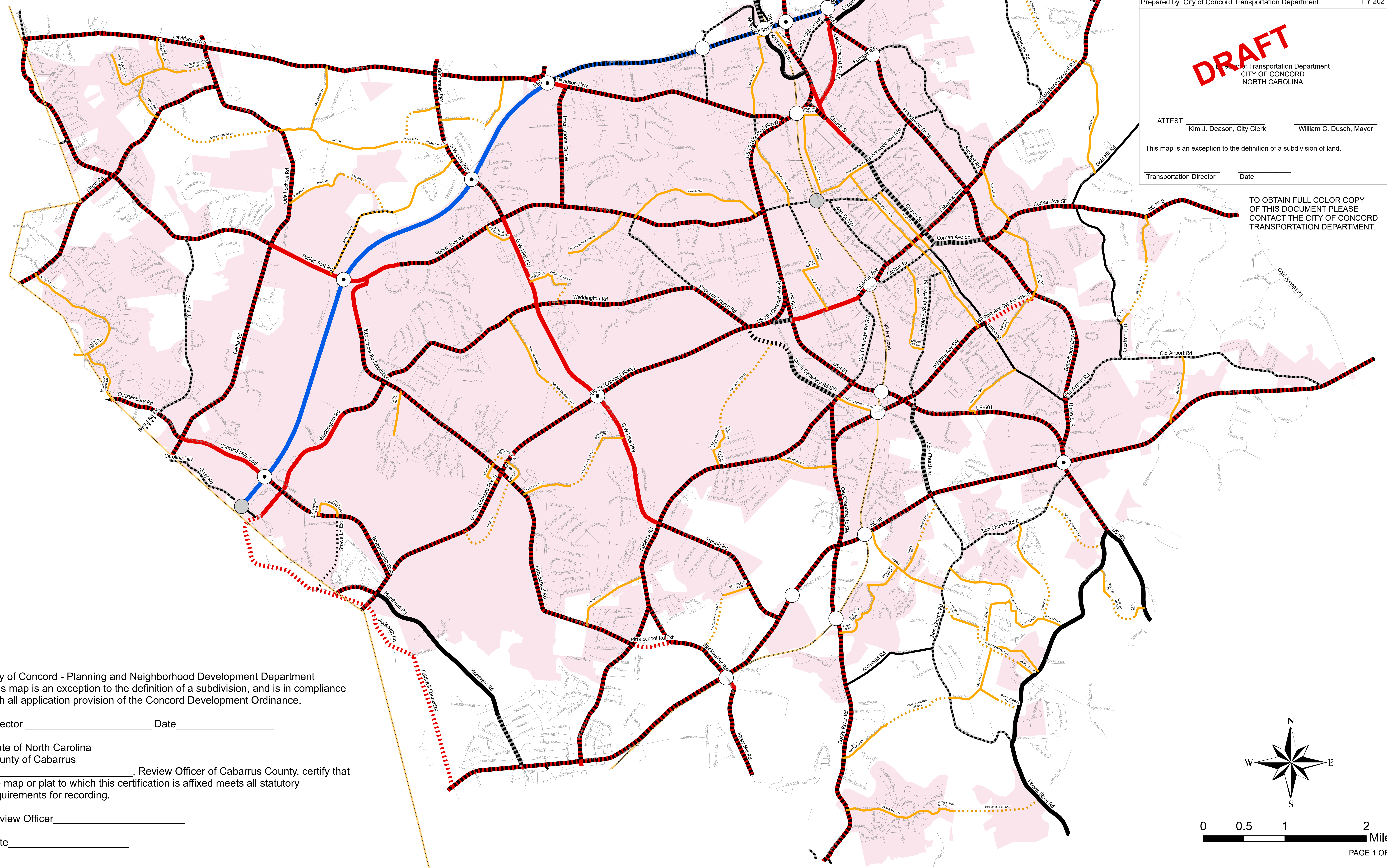
COMPREHENSIVE TRANSPORTATION PLAN FOR THE CITY OF CONCORD AND PORTIONS OF THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION (CRMPO).

Location: City of Concord, Cabarrus County, North Carolina  
 Townships 1, 2, 3, 4, 5, 11, 12  
 Office of the City Clerk  
 City of Concord  
 35 Cabarrus Ave., W  
 Concord, NC 28025  
 (704) 920-5205  
 Prepared by: City of Concord Transportation Department  
 FY 2021

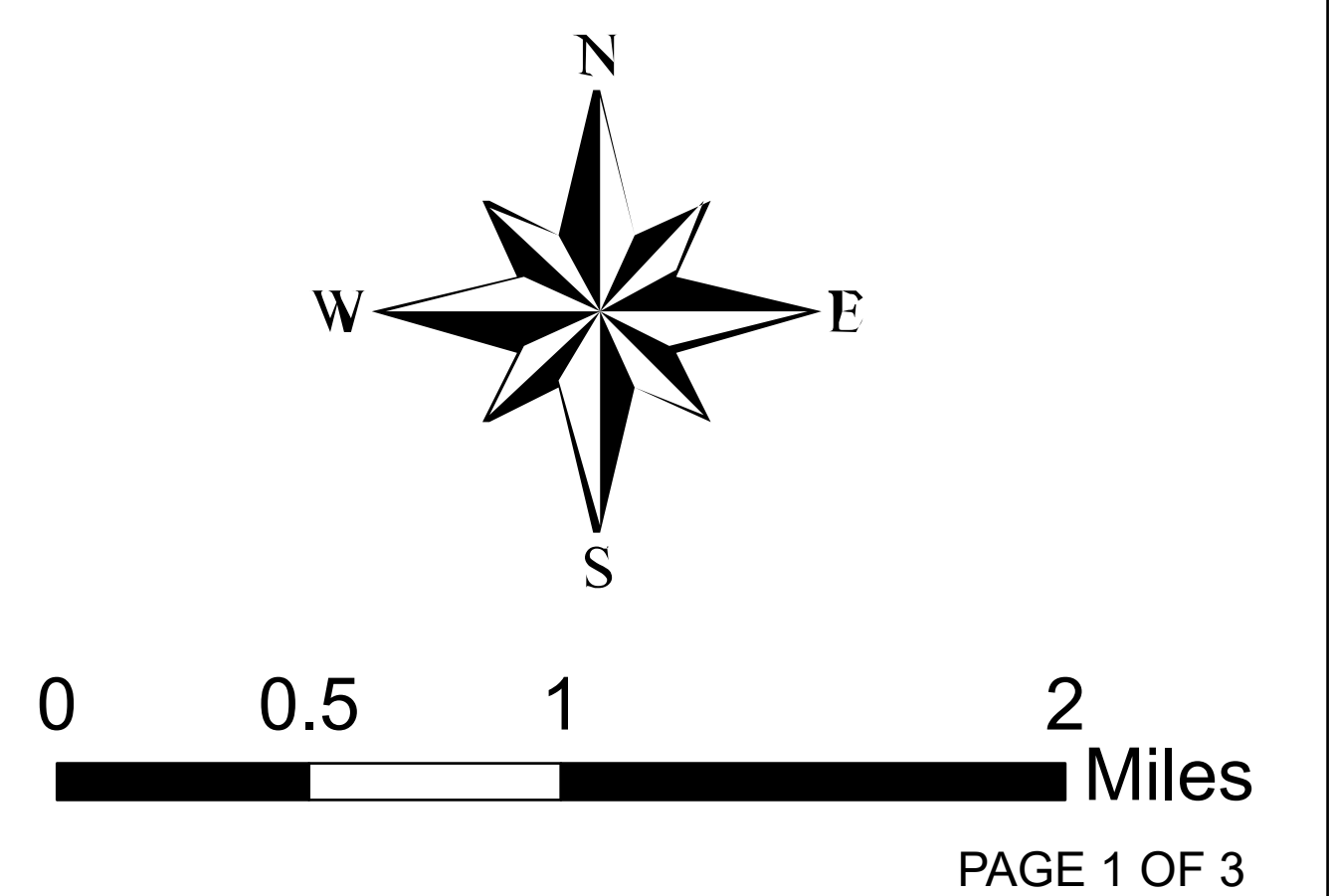
**DRAFT**

ATTEST: \_\_\_\_\_  
 Kim J. Deason, City Clerk      William C. Dusch, Mayor  
 This map is an exception to the definition of a subdivision of land.  
 Transportation Director      Date

TO OBTAIN FULL COLOR COPY OF THIS DOCUMENT PLEASE CONTACT THE CITY OF CONCORD TRANSPORTATION DEPARTMENT.



City of Concord - Planning and Neighborhood Development Department  
 This map is an exception to the definition of a subdivision, and is in compliance with all application provision of the Concord Development Ordinance.  
 Director \_\_\_\_\_ Date \_\_\_\_\_  
 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 \_\_\_\_\_





THOROUGHFARE INDEX			EXISTING			2019-2020		COMMENTS
ID#	Facility & Segment	From - To	New Location	lanes	Dist (mi)	Cross-Section	ROW (ft)	Multi-Use Corridor
131	ARCHIBALD RD (SR 1153)	Rocky River Rd -- Zion Church Rd		2	1.11	2-A / ADQ		
113	BEARD RD EXT.	Mecklenburg Co -- Christenbury Pkwy	Y	--	0.86	3-C	80	
265	BROOKWOOD AV	Church St -- Burrage Rd		2	1.05	3-C	80	
746	BRUTON SMITH BOULEVARD (SR 2894)	US 29 -- ZMAX Raceway		4	0.60	6-F	130	MB; W/O BIKE LANES
772	BRUTON SMITH BOULEVARD (SR 2894)	ZMAX Raceway -- I-85		5	1.44	6-F	130	MB; W/O BIKE LANES
747	BUFFALO AV	McGill Ave -- Church St		2	0.22	2-G	85	
748	BURRAGE RD	Old Salisbury-Concord Rd -- Brookwood Ave		2	0.94	2-E	60	
749	BURRAGE RD	Brookwood Ave -- NC 3 (Branchview Dr)		2	1.25	2-E	60	
250	BURRAGE RD	NC 3 (Branchview Dr) -- Lake Concord Rd		2	0.55	2-E	60	
752	CABARRUS AV (SR 1002)	US 29 -- US 601		4	0.24	5-A	100	
751	CABARRUS AV (SR 1002)	US 601 -- Old Charlotte Rd		4	0.82	2-J	90	
750	CABARRUS AV (SR 1002)	Old Charlotte Rd -- Kerr St		2	0.51	2-J	90	
753	CABARRUS AV (SR 1002)	Kerr St -- NC 73 (Church St)		2	0.57	2-J	90	
921	CABARRUS AV (SR 1002)	NC 73 (Church St) -- NC 3 (Branchview Dr)		2	0.76	2-J	90	
754, 77, 98	CALDWELL CONNECTOR	Weddington Rd Ext -- US 29	Y	--	2.02	4-D	110	
192	CENTRAL DR NW	NC 73 -- US 29		2	0.28	3-C	80	
1053	CENTRAL DR NW	McGill Ave -- End/Central Dr EXT		2	0.37	2H	75	
1102	CENTRAL DR EXT	Central Dr NW -- Epworth St NW	Y	--	0.18	2H	75	
49	CHESTNUT DR	Lincoln St -- NC 73 (Union St)		2	0.23	2-E	60	
88	CHRISTENBURY PKWY (SR 1447)	Derita Rd (SR 1445) -- Cox Mill Rd (SR 1448)		4	0.39	4-D / ADQ	110	
33	CHRISTENBURY PKWY (SR 1447)	Cox Mill Rd -- Millstream Ridge		2	0.56	4-D	110	MB; W/O BIKE LANES
566	CONCORD MILLS BLVD (SR 2894)	Derita Rd -- I-85		4	1.08	6-F	130	MB; W/O BIKE LANES
245	COPPERFIELD BLVD	I-85 -- NC 3 (Branchview Dr)		5	1.71	5-A / ADQ	100	
256	CORBAN AV	Powder St -- NC 73 (Church St)		2	0.77	2-H	75	
263	COUNTRY CLUB	NC 3 (Branchview Dr) -- US 29 (Concord Pkwy)		2	0.61	3-C	80	
50	COX MILL RD (SR 1448)	Poplar Tent Rd (SR 1394) -- Rocky River		2	1.52	3-C	80	
87	COX MILL RD (SR 1448)	Rocky River -- Christenbury Pkwy (SR 1447)		2	0.75	3-C	80	
243	CRESTMONT DR (SR 2643)	Old Airport Rd (SR 2635) - NC 73		2	2.00	2-C	50	
86	DERITA RD (SR 1445)	Poplar Tent Rd -- Concord Mills Blvd		2	2.54	4-C	110	W/ SHARROWS
1141	DERITA RD (SR 1445)	Concord Mills Blvd - Meck. County		2	0.24	4-D	110	MB; W/O BIKE LANES
1007	DICKENS PL EXT	Copperfield Blvd -- Penninger Rd	Y	--	1.77	3-C	80	
1008	GEORGE LILES PKWY	Poplar Tent Rd -- I-85		4	0.58	4-A	180	
176	GEORGE LILES PKWY (SR 1430)	Weddington Rd -- Poplar Tent Rd		4	1.07	4-A / ADQ	180	MA
39	GEORGE LILES PKWY	US 29 (Concord Pkwy) -- Weddington Rd (SR 1431)		4	1.27	4-A	180	
125	GEORGE LILES PKWY (ROBERTA CHURCH RD)	Roberta Rd (SR 1304) -- US 29 (Concord Pkwy)		2	1.70	4-A	180	
72	GEORGE LILES PKWY (STOUGH RD)	NC 49 -- Roberta Rd		2	1.84	4-A	180	MA
32	HARRIS RD (SR 1449)	Meck Co -- Odell School Rd (SR 1442)		2	3.37	4-D	110	
185	INTERNATIONAL DR (SR 1429)	Poplar Tent Rd (SR 1394) -- NC 73 (Davidson Hwy)		2	1.39	2-L	80	
90, 574, 583, 584	INTERSTATE 85	Mecklenburg Co -- NC 73 (Davidson Hwy)		8	6.36	8-B	250	
574, 583, 584, 40, 585	INTERSTATE 85	NC 73 (Davidson Hwy) -- Centergrove Rd (SR 2114)		4	5.29	8-B	250	
864	KANNAPOLIS HWY (SR 1008)	I-85 -- US 29		2	1.16	3-B	80	
	KANNAPOLIS HWY (SR 1008)	I-85 -- Winecoff School Road		2		3-B	80	
254	KERR ST	McGill Ave -- Cabarrus Av (SR 1002)		2	1.00	2-H	75	
841	LAKE CONCORD RD	Burrage Rd -- NC 3 (Branchview Dr)		5	0.65	4-D/ADQ	110	
260	LAKE CONCORD RD	Church St (SR 2287) -- Burrage Rd		4	0.3	5A	110	
762	LINCOLN ST / RUTHERFORD ST	Chestnut Dr -- Wilshire Ave		2	1.40	2-E	60	
165	MCGILL AVENUE	US 29 -- RailRoad		4	0.41	3-C / ADQ	80	MB; SIDEWALK/BIKE LANE ONE SIDE
884	MCGILL AVENUE	Railroad -- Spring St / Buffalo Av		2	0.83	2-E	60	
79, 104	MOREHEAD RD (SR 1300)	Harrisburg City Limits/Patricia Ave -- US 29		3	0.87	4-D	110	
1009	MOREHEAD RD (SR 1300)	US 29 -- Caldwell Rd Ext		2	0.65	4-D	110	
247	NC 3 (BRANCHVIEW DR)	Lake Concord Rd -- Kannapolis City Limits (I-85)		2	0.60	4-D	135	
264	NC 3 (BRANCHVIEW DR)	Bradley St -- Lake Concord Rd		3	0.44	4-D	135	MB; W/O BIKE LANES
669, 670	NC 3 (BRANCHVIEW DR)	Bradley St -- NC 73 (Corban Av SE)		2	3.12	4-D	110	
61	NC 3 (BRANCHVIEW DR)	NC 73 (Corban Av SE) -- Old Airport Rd (SR 2635)		2	2.33	4-A	200	
136	NC 3 (S UNION ST)	US 601 (Warren C. Coleman Blvd) -- Old Airport Rd (SR 2635)		2	0.51	5-A	100	
578	NC 49	Cold Springs Rd -- US 601		4D	3.54	4-B / ADQ	200	
684	NC 49	US 601 -- Zion Church Rd		4D	1.63	4-B / ADQ	200	
638	NC 49	Zion Church Rd -- Old Charlotte Rd		4D	1.22	4-B / ADQ	200	
682	NC 49	Old Charlotte Rd -- George Liles Blvd (Stough Rd)		4D	1.11	4-B / ADQ	200	
680, 681	NC 49	George Liles Blvd (Stough Rd) -- Coddle Creek		4	0.36	4-B / ADQ	200	
261	NC 73 (CHURCH ST)	US 29 -- Davidson Dr		4	0.37	4-D	110	

262	NC 73 (CHURCH ST)	Davidson Dr -- Winecoff Ave		4	0.95	4-D / ADQ	110	
252, 694	NC 73 (CHURCH ST)	Winecoff Ave -- Douglas Av		3	0.38	3-C	80	
259, 695, 696	NC 73 (CHURCH ST)	Douglas Av -- Cabarrus Av		2	0.95	3-C	80	
697	NC 73 (CHURCH ST)	Cabarrus Av -- Corban Av		2	0.17	3-C	80	
253, 698	NC 73 (CORBAN AVE)	Church St -- NC 3		2	0.58	3-C	80	
1135	NC 73 (DAVIDSON DR)	Church St -- US 29		2	0.27	4-D	110	
696, 692, 693	NC 73 (DAVIDSON HWY)	US 29 -- I 85		2	2.81	4-D	135	
699	NC 73 (MT PLEASANT HWY)	NC 3 -- Crestmont Dr		2	1.47	4-F	100	MB; W/O BIKE LANES
902	ODELL SCHOOL RD (SR 1601)	NC 73 -- Poplar Tent Rd		2	2.84	4-D	110	
44	OLD AIRPORT RD (SR 2635)	NC 3 -- Crestmont Dr		2	0.87	3-C	80	
903	OLD AIRPORT RD (SR 2635)	Crestmont Dr -- NC 49		2	2.41	3-C	80	
47	OLD CHARLOTTE RD	Cabarrus Av -- US 601		2	1.10	3-C	80	
913	OLD CHARLOTTE RD (SR 1335, SR 1157)	US 601 -- Roberta Rd		2	0.32	4-D	110	
133	OLD CHARLOTTE RD (SR 1335, SR 1157)	Roberta Rd -- NC 49		2	1.65	4-D	110	
1136	OLD HOLLAND RD	Quay Rd EXT -- Caldwell Connector		2	0.23	3-C	80	
251, 922	OLD SALISBURY-CONCORD RD (SR 1002)	NC 3 -- Penninger Rd		2	1.33	4-B	130	
1133, 1132	PENNINGER RD (SR 2113)	Old Salisbury - Centergrove Rd		2	2	3-C	80	
244	PENNINGER RD (SR 2113)	Centergrove Rd -- Old Salisbury-Concord Rd (SR 1002)		2	0.9	3-C	80	
933, 177	PITTS SCHOOL RD (SR 1305)	Poplar Tent -- US 29		2	2.49	4-D	110	
932	PITTS SCHOOL RD (SR 1305)	Roberta Rd -- US 29		2	2.83	4-D	110	
935	POPLAR TENT RD (SR 1394)	NC 73 -- Derita Rd		2	4.22	4-D	110	MB; W/O BIKE LANES
936, 1139	POPLAR TENT RD (SR 1394)	Derita Rd (SR 1445) -- Woodhaven Place		2	1.54	4-D	110	
937	POPLAR TENT RD (SR 1394)	Woodhaven Place -- George Liles Pkwy (SR 1430)		2	1.35	4-D	110	MB; W/O BIKE LANES
31	POPLAR TENT RD (SR 1394)	George Liles Pkwy -- US 29		2	3.09	4-D	110	MB; W/O BIKE LANES
258	POWDER ST SW	Cabarrus Ave - Corban Ave		2	0.07	3-C	80	
1132	QUAY RD (SR 1446)	Quay Rd Ext -- Carolina Lilly		2	0.88	3-C	80	
1140	QUAY RD EXT.	Quay Rd - Old Holland Rd	Y	--	0.17	3-C	80	
953	ROBERTA RD (SR 1304)	Old Charlotte Rd -- George Liles Pkwy (Roberta Church Rd)		2	2.57	4-D	110	MB; N. Side
952	ROBERTA RD (SR 1304)	George Liles Pkwy (Roberta Church Rd) -- Pitts School Rd		2	1.44	4-D	110	MB; N. Side
189	ROCK HILL CHURCH RD (SR 1414)	Poplar Tent Rd -- Weddington Rd		2	1.19	3-C	80	
188	ROCK HILL CHURCH RD (SR 1414)	Weddington Rd -- US 29		2	0.76	4-D	110	
956	ROCKY RIVER RD (SR 1139)	NC 49 -- Pharr Mill Rd		2	3.91	4-D	110	
46	UNION CEMETERY RD	Old Charlotte -- Sunderland Rd		2	0.78	2-E	60	
139	UNION CEMETERY RD RELOCATION	Sunderland Rd --US 29 (Rock Hill Church Rd Ext Relocation)	Y	--	0.58	2-E	60	
983	UNION ST	Corban Av -- Manor Av		2	1.72	2-E	60	
65	UNION ST	Manor Av -- NC 3		2	0.68	3-C	80	
616	US 29 (CONCORD PKWY)	I-85 S -- Kannapolis Hwy (SR 1008)		4D	0.63	6-F	130	
614	US 29 (CONCORD PKWY)	Kannapolis Hwy (SR 1008) -- Church St (SR 2287)		4D	0.18	6-F	130	
611, 612, 613	US 29 (CONCORD PKWY)	Church St -- Central Av		4D	0.95	6-F	130	MB; W/O BIKE LANES
610	US 29 (CONCORD PKWY)	Central Av -- Poplar Tent Rd		4	0.85	6-F	130	MB; W/O BIKE LANES
609	US 29 (CONCORD PKWY)	Poplar Tent Rd -- US 601		4	1.04	6-F	130	MB; W/O BIKE LANES
607	US 29 (CONCORD PKWY)	US 601 --Cabarrus Av		4	0.45	6-F	130	MB; W/O BIKE LANES
606	US 29 (CONCORD PKWY)	Cabarrus Av -- Rock Hill Church Rd		4	0.28	6-F	130	
605	US 29 (CONCORD PKWY)	Rock Hill Church Rd -- George Liles Pkwy		4	1.92	6-F	130	
604	US 29 (CONCORD PKWY)	George Liles Pkwy -- Pitts School Rd		4	1.43	6-F	130	
603	US 29 (CONCORD PKWY)	Pitts School Rd -- Rocky River		4	1.18	6-F	130	
602	US 29 (CONCORD PKWY)	Rocky River -- Bruton Smith Blvd		6	0.73	6-F	130	
601	US 29 (CONCORD PKWY)	Bruton Smith Blvd -- Morehead Rd		6	0.24	6-F	130	
57, 96	US 29 (CONCORD PKWY)	Morehead Rd -- Mecklenburg Co		6	0.26	6-F	150	
126, 663	US 601 (WARREN COLEMAN BLVD)	NC 3 -- Flowes Store Rd		2	1	4-D	110	MA
64, 665, 666, 664	US 601 (WARREN COLEMAN BLVD)	NC 3 -- US 29		2	4	4-D	110	MA
524	WEDDINGTON RD (SR 1431)	Old Holland Rd -- Bruton Smith Blvd		2	0.42	4-D	110	
526	WEDDINGTON RD (SR 1431)	Bruton Smith Blvd -- Ruben Linker Rd		4	1.20	4-D	110	
45, 987, 525	WEDDINGTON RD (SR 1431)	Ruben Linker Rd -- Rock Hill Ch Rd		2	4.61	4-D	110	MB; W/O BIKE LANES
48	WILSHIRE AVE (SR 1157)	Old Charlotte Rd -- US 601		2	0.94	4-D	110	
996	WILSHIRE AVE (SR 1157)	US 601 -- Union St		2	1.32	4-D	110	
266	WILSHIRE AVE EXT (SR 1157)	Union St -- NC 3	Y	--	0.68	4-D	110	
190	WINECOFF SCHOOL RD (SR 1790)	NC 73 -- I-85		2	0.62	3-C	80	
191	WINECOFF SCHOOL RD (SR 1790)	Linker Ave -- S Ridge Rd		2	0.94	3-C	80	
1001, 1002, 129	ZION CHURCH RD (SR 1482,1155,1153)	NC 49 -- Flowes Store Rd		2	3.75	3-C	80	
132, 539, 1003	ZION CHURCH RD (SR 1482,1155,1153)	Wilshire Ave -- NC 49		2	1.2	3-C	80	
134	ZION CHURCH RD EAST (SR 1153)	Zion Church Rd -- US 601		2	1.62	3-C	80	

COLLECTOR STREET INDEX			EXISTING	2019 - 2020		Comments
ID#	Facility & Segment	From - To	New Location	lanes	Dist	
1039	ARLEE CT	Central Heights Dr -- End / Arlee Ct Ext		2	0.33	Cross- 2E ROW 60



1063	ARLEE CT EXT	End / Arlee Ct -- Zion Church Rd (SR 1153)	Y	--	0.48	2E	60
1059	BRAXTON DRIVE	Daffodil Ln (SR 2376) -- Piney Church Rd (SR 1154)		2	0.29	2H	75
249	BROOKWOOD AV	Harris St -- Church St		2	0.67	3-C	80
1090	BURNING EMBERS LN	Firebrick Ln -- Falls Lake Dr		2	0.42	2H	75
1036	CENTRAL DR NW	NC 73 -- Mills Ave		2	1.06	3C	80
1084	CENTRAL DR NW	US 29 -- McGill Ave		2	0.84	3C	80
1141	CENTRAL HEIGHTS DR	NC 49 - Zion Church Rd		2	1.11	3C	80
1083	CESSNA DR (SR 1443)	Odell School Rd -- Trail Rd		2	0.36	2E	60
1117	CLARK CREEK PKWY (SR 2930)	Ellenwood Rd (SR 1461) -- Mecklenburg County		2	0.95	3C	80
1116	CLOVER RD NW	Pitts School Rd (SR 1305) -- Clearwater Dr		2	0.50	2E	60
1050	COCHRAN ROAD (SR 1306)	Pitts School Rd (SR 1305) --Roberta Rd (SR 1304)		2	0.92	3C	80
1056	CONCORD FARMS RD	Weddington Rd (SR 1431) -- Concord Farms Ext.		2	0.87	3C	80
1096	CONCORD FARMS RD EXT	Concord Farms Rd (SR 1432) -- US 29/Roberta Church Rd	Y	--	0.45	3C	80
1105	COZART AVE SW	Lincoln St -- Georgia St		2	0.18	2H	75
1065	CRESTSIDE DRIVE SE	Branchview Dr (NC 3) -- Corban Ave/Mt Pleasant Hwy (NC 73)		2	0.93	2G	85
1080	DAFFODIL LN (SR 2376)	Braxton Dr -- Scotland Dr		2	0.43	2H	75
1069	DC DRIVE (SR 2320)	Zion Church Rd (SR 1153) -- End / DC Dr Ext		2	0.65	2E	60
1011	DC DRIVE EXT	End / DC Dr -- Braxton Dr	Y	--	0.58	2E	60
1027	DEAL STREET SE	Mt Pleasant Hwy (NC 73) -- Old Salisbury-Concord Rd		2	0.67	2H	75
1010	DRAKE MILL LN	Rocky River Rd(SR 1139) --Greene Mill Ave SW		2	1.15	3C	80
1107	DRAKE MILL LN EXT	Greene Mill Rd -- Flowes Store Rd (SR 1132)	Y	--	1.01	3C	80
1073	ELLENWOOD RD (SR 1461)	Harris Rd (SR 1449) -- Clark Creek Pkwy (SR 2930)		2	0.79	3C	80
1078	ELLENWOOD RD EXT / CLARK CREEK PKWY	Aragorn Ln -- Benjamin Walker Ln	Y	--	0.32	3C	80
1103	EPWORTH ST NW	Central Dr Ext -- Liske Ave NW		2	0.25	2H	75
1079	EVA DR NW	Poplar Tent Rd -- Poplar Tent Rd		2	1.60	2E	60
1038	FALCON DR	Zion Church Rd (SR 1152) -- End/Flintridge Dr Ext		2	0.87	2H	75
1142	FALLS LAKE DR	Burning Embers Ln -- Central Heights Dr		2	0.44	2H	75
1094	FARMWOOD BLVD SW	Roberta Rd -- Woodcrest Dr		2	0.19	3C	80
1109	FIREBRICK LN SW	Hearth Ln SW -- Burning Embers Ln		2	0.11	2H	75
1101, 1121, 1113, 1130	FLINTRIDGE DR EXT	Zion Church Rd (SR 1152) -- Flowes Store Rd	Y	--	1.45	2H	75
1115	FULTON CT	US 601 -- Manteo Dr Ext		2	0.16	2E	60
1066	GEORGIA ST SW	Corban Ave SW -- Cozart Ave		2	0.98	2H	75
1055	GOODMAN RD (SR 1441)	Poplar Tent Rd (SR 1394) -- Glen Afton Blvd		2	1.14	3-C	80
1086	GREEN STREET SW	Roberta Rd (SR 1304) -- Old Charlotte Rd (SR 1157)		2	0.70	2E	60
1026	HARRIS STREET NW	Brookwood Ave NW -- Morton Ave NW		2	0.92	2H	75
1047	HEARTH LN SW	Rocky River Rd (SR 1139) -- Firebrick Ln		2	0.30	2H	75
1041	HEDGEMORE CT (SR 1433)	Pitts School Rd -- End / Hedgemore Ct Ext		2	0.55	2H	75
1022	HEDGEMORE CT EXT	Hedgemore Ct -- Windswept Rd	Y	--	0.54	2H	75
1125	HEGLAR RD	NC 49 -- Old Airport Rd		2	0.78	3C	80
1075	HIGH MEADOW DR (SR 1274)	Rocky River Rd -- End / High Meadow Dr Ext		2	0.65	2E	60
1070	HIGH MEADOW DR EXT	High Meadow Dr -- Zion Church Rd (SR 1152)	Y	--	0.87	2E	60
1076	JOHN Q HAMMONS DR NW	Bruton Smith Blvd -- Scott Padgett Pkwy		2	0.27	3C	80
1093	KISER WOODS DRIVE SW	Central Heights Dr -- Kendra Dr SW		2	0.23	2H	75
1057	LAUREL VIEW DRIVE NW	George Liles Pkwy -- Sunberry Ln Ext		2	0.28	3C	80
1028	LAWDALE AVE SE	Union St S -- NC 3		2	0.67	2E	60
1104	LISKE AVE NW	Epworth St NW -- White St NW		2	0.18	2H	75
1037	MANOR AVE SW	Union St S -- US 601		2	0.80	3C	80
1114	MANTEO DR	Flowes Store Rd -- End/Manteo Dr Ext		2	0.36	2E	60
1012	MANTEO DR EXT	Fulton Ct -- Manteo Dr	Y	--	0.47	2E	60
1111	MILLS AVE NW	Kannapolis Hwy (SR 1008) -- Central Dr		2	0.10	3C	80
1021	MILLSTREAM RIDGE DR	Clark Creek Pkwy -- Christenbury Pkwy		2	0.68	2H	75
1020	MORTON AVE NW	Harris St NW -- Davidson Dr NW		2	0.22	3C	80
1035	MOSS FARM ST EXT	Harris Rd (SR 1449) --Odell School Rd	Y	--	1.51	3C	80
1032	MOSS FARM ST NW	Moss Plantation Ave NW -- Harris Rd (SR 1449)		2	0.55	3C	80
1068	MOSS PLANTATION AVE NW	Ravenscroft Dr -- End/Moss Plantation Ave NW Ext		2	1.42	3C	80
1025	MOSS PLANTATION AVE NW EXT	Moss Plantation Ave NW -- Odell School Rd	Y	--	0.45	3C	80
1085	MOTORSPORTS DR	Stough Rd (SR 1309) -- End / Motorsports Dr Ext		2	0.32	3C	80
1127	MOTORSPORTS DR EXT	Motorsports Dr -- Blackwelder Rd (SR 1307)	Y	--	0.68	3C	80
1017	NEISLER RD (SR 2404)	Gold Hill Rd -- Old Salisbury-Concord Rd		2	1.39	2E	60
1071	NEISLER RD EXT	Old Salisbury-Concord Rd -- Penninger Rd	Y	--	1.47	2E	60
1014	NEISLER RD EXT	Penninger Rd -- Centergrove Rd	Y	--	0.51	2E	60
1042	NEW PROPOSED RD	Zion Church Rd (SR 1153) -- Flowes Store Rd (SR 1132)	Y	--	0.86	2H	75
1024	NEW PROPOSED RD	Pitts School Rd SW (SR 1305) -- US 29 (Concord Pkwy)	Y	--	0.24	2H	75
1095	OLD SOUTH CT	Saddlewood Cir -- End / Old South Ct Ext		2	0.07	2H	75
1054	OLD SOUTH CT EXT	Old South Ct -- Union Cemetery Rd	Y	--	1.22	2H	75
1081	OLD SPEEDWAY DRIVE NW	Montgrove Place NW -- Poplar Tent Road		2	0.79	2H	75
1124	PERRY ST	Pitts School Rd NW (SR 1305) -- US 29 (Concord Pkwy)		2	0.28	2H	75
1082	PINEY CHURCH RD	Zion Church Rd (SR 1153) -- Flowes Store Rd (SR 1132)		2	2.29	2H	75
1033	POPLAR CROSSING DR NW	Poplar Tent Rd -- George Liles Pkwy		2	0.52	3C	80








1122	RED TIP DR SE	Crestmont Dr (SR 2643) -- End		2	0.16	2H	75
1034	RED TIP RD EXT	Red Tip Dr -- Pleasant Hill Dr	Y	--		2E	60
1087	ROBINS WAY SW	US 29 (Concord Pkwy) -- Pitts School Rd NW (SR 1305)		2	0.33	2H	75
1100	SADDLEWOOD CIR SW	Woodcrest Dr SW -- Old South CT		2	0.13	3C	80
1061	SCOTT PADGETT PKWY NW	Bruton Smith Blvd -- John Q Hammons Dr NW		2	0.12	3C	80
1051	SCOTTLAND DR (SR 2910)	Daffodil Ln -- Piney Church Rd		2	0.17	2H	75
1112	SPRING ST NW	Brookwood Ave NW -- Old Salisbury-Concord		2	1.08	2H	75
1058	SPRING ST SW	Old Salisbury-Concord -- Wilshire Ave		2	1.24	2H	75
1044	STOWE LN EXT	Bruton-Smith Blvd -- Caldwell Connector	Y	--	0.17	3-C	80
1092, 1098	SUNBERRY LN EXT	Laurel View Dr NW -- Weddington Rd (SR 1431)	Y	--	0.33	3C	80
1110	TRAIL RD	Cessna Dr (SR 1443) -- End / Trail Rd Ext		2	0.40	2E	60
1089	TRAIL RD EXT	Trail Rd -- Goodman Rd	Y	--	0.66	2E	60
144	TRANSIT CT	US 29 -- End		2	0.25	2E	40-95
1015	TRIBECK	US 29 -- Pitts School Rd (SR 1305)	Y	--	1.05	2H	75
1040	UNION CEMETERY ROAD SW	Old Charlotte Rd -- Wilshire Ave SW		2	0.48	2H	75
1016	UNION ST N	Buffalo Ave -- Corban Ave		2	0.68	2G	85
1045	VILLAGE COMMONS ST NW	NC 73 -- Moss Plantation Ave NW		2	0.35	3C	80
1067	WHIPPOORWILL LN (SR 3010)	Falcon Dr -- End / Whippoorwill Ln Ext		2	0.23	2H	75
1064	WHIPPOORWILL LN EXT	Whippoorwill Ln -- Flowes Store Rd	Y	--	0.26	2H	75
1123	WHITE ST NW	Liske Ave -- Cabarrus Ave W		2	0.52	2H	75
1031	WINDSWEPT RD NW	George W Liles -- End/Hedgemore Ct Ext		2	0.38	2H	75
1108	WOODCREST DR SW	Farmwood Blvd SW -- Saddlewood Cir SW		2	0.09	3C	80




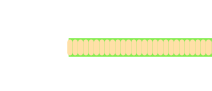
**Map Features**

-  Carolina Thread Trail
-  Hydrologic Features
-  Municipal Boundary
-  County Boundary

**Sidewalk**

-  Existing
-  Proposed
-  0.7 - 1.0
-  1.1 - 2.0
-  2.1 - 3.0
-  3.1 - 4.0
-  4.1 - 7.0


**Multi-Use Corridor**

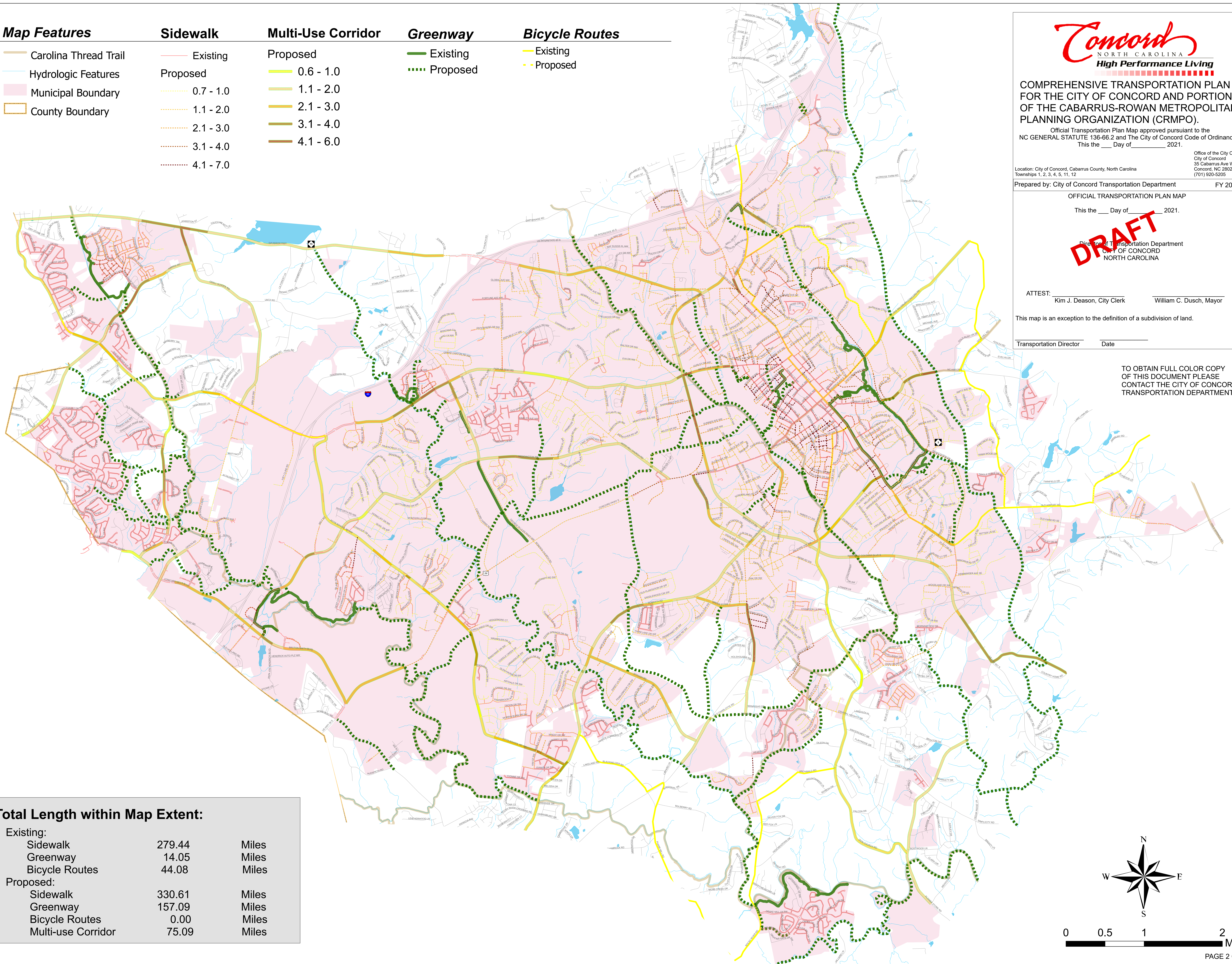
-  Proposed
-  0.6 - 1.0
-  1.1 - 2.0
-  2.1 - 3.0
-  3.1 - 4.0
-  4.1 - 6.0

**Greenway**

-  Existing
-  Proposed

**Bicycle Routes**

-  Existing
-  Proposed



**COMPREHENSIVE TRANSPORTATION PLAN FOR THE CITY OF CONCORD AND PORTIONS OF THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION (CRMPO).**

Official Transportation Plan Map approved pursuant to the NC GENERAL STATUTE 136-66.2 and The City of Concord Code of Ordinances. This the \_\_\_ Day of \_\_\_\_\_ 2021.

Location: City of Concord, Cabarrus County, North Carolina  
Townships 1, 2, 3, 4, 5, 11, 12  
Office of the City Clerk  
City of Concord  
35 Cabarrus Ave W  
Concord, NC 28025  
(701) 920-5205

Prepared by: City of Concord Transportation Department  
FY 2021

**OFFICIAL TRANSPORTATION PLAN MAP**

This the \_\_\_ Day of \_\_\_\_\_ 2021.

**DRAFT**  
Director of Transportation Department  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST: \_\_\_\_\_  
Kim J. Deason, City Clerk  
\_\_\_\_\_ William C. Dusch, Mayor

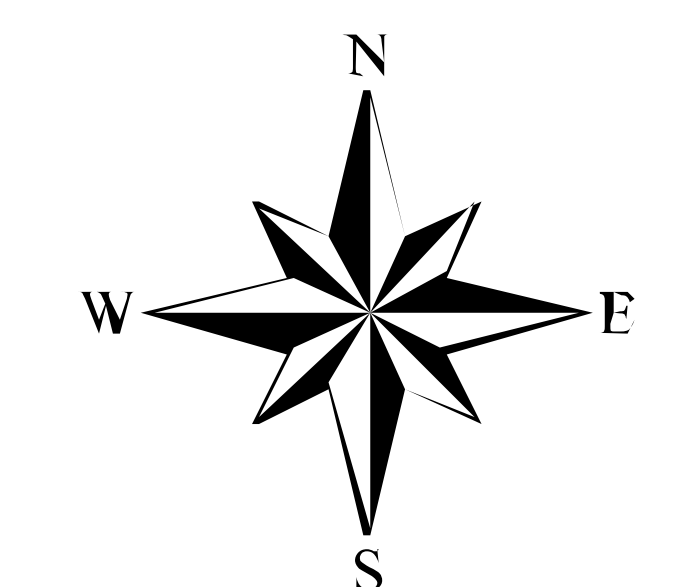
This map is an exception to the definition of a subdivision of land.

Transportation Director \_\_\_\_\_  
Date \_\_\_\_\_

TO OBTAIN FULL COLOR COPY OF THIS DOCUMENT PLEASE CONTACT THE CITY OF CONCORD TRANSPORTATION DEPARTMENT.

**Total Length within Map Extent:**

Existing:		
Sidewalk	279.44	Miles
Greenway	14.05	Miles
Bicycle Routes	44.08	Miles
Proposed:		
Sidewalk	330.61	Miles
Greenway	157.09	Miles
Bicycle Routes	0.00	Miles
Multi-use Corridor	75.09	Miles





Bus Routes	Fixed Guideway	Rail Corridor	Park and Ride Lot
Existing	Existing	Active	Existing
Needs Improvement	Needs Improvement	Inactive	Recommended
Recommended	Recommended	Recommended	



**COMPREHENSIVE TRANSPORTATION PLAN  
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Prepared by: City of Concord Transportation Department  
Office of the City Clerk  
City of Concord  
35 Cabarrus Ave W.  
Concord, NC 28025  
(701) 920-5205

FY 2021

**OFFICIAL TRANSPORTATION PLAN MAP**

This the \_\_\_ Day of \_\_\_\_\_, 2021.

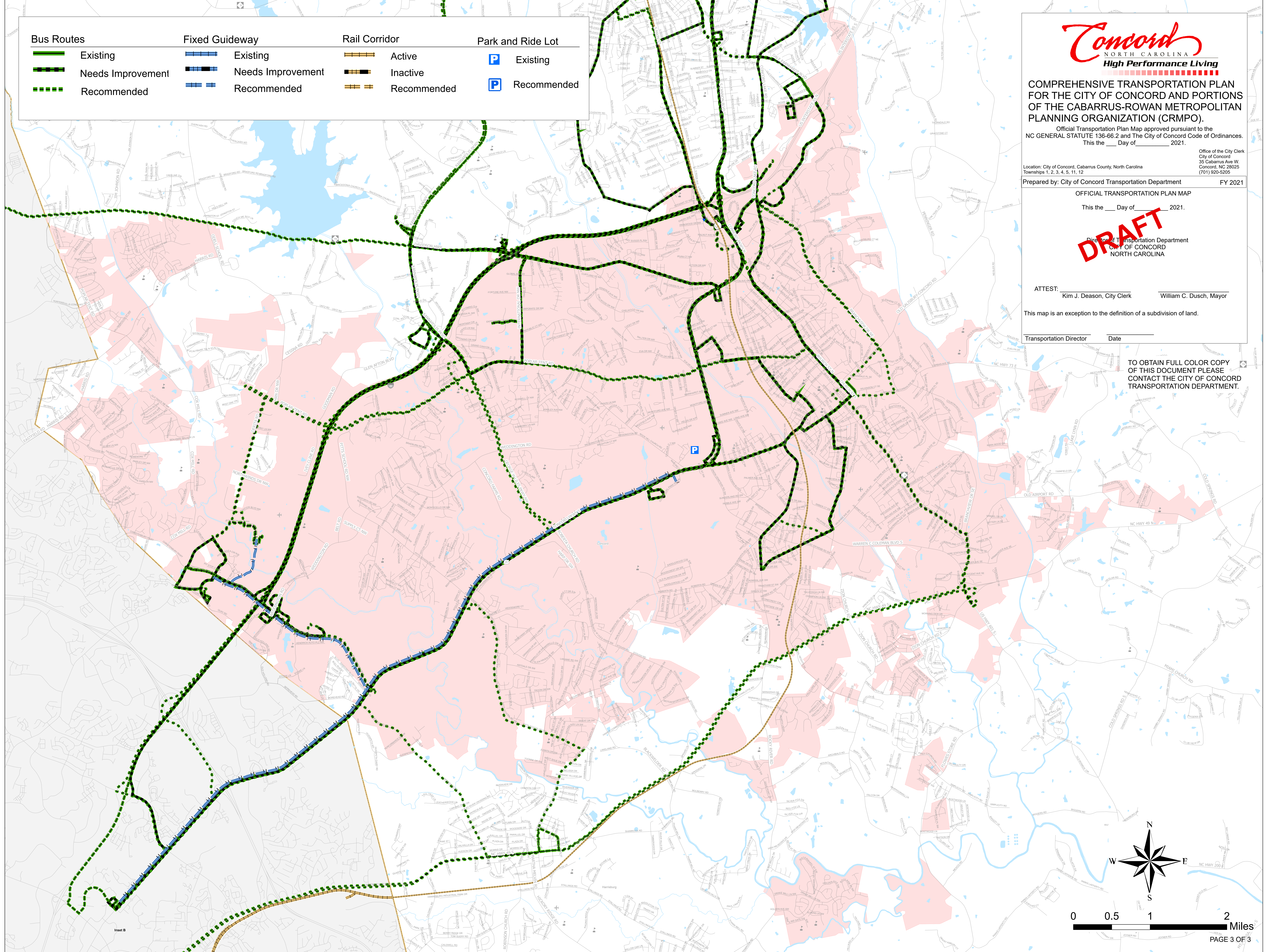
**DRAFT**  
Director of Transportation Department  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST: \_\_\_\_\_  
Kim J. Deason, City Clerk  
William C. Dusch, Mayor

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Transportation Director \_\_\_\_\_ Date \_\_\_\_\_

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TRANSPORTATION DEPARTMENT.







STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

May 5, 2014

MEMO TO: Jon Nance, PE, Deputy Chief Engineer  
Kevin Lacy, PE, State Traffic Engineer  
Ricky Greene, Jr., PE, Director of Field Support  
Mike Bruff, PE, Manager, Transportation Planning Branch  
Roadway Design Unit Regional Managers  
Richard Hancock, PE, Manager, Project Development & Environmental Analysis

FROM: Debbie Barbour, PE *Debbie Barbour*  
Director of Preconstruction

SUBJECT: "Typical" Highway Cross Sections

The comprehensive planning and design "typical" highway cross sections have been updated in response to the Strategic Transportation Investments Law (House Bill 817) and are also consistent with SPOTOnline (used for Project Prioritization), NCDOT's GIS-based Web Application for providing automated, near real-time prioritization scores and project costs. This guidance establishes design elements that emphasize safety, mobility, complete streets, and accessibility for multiple modes of travel. These "typical" highway cross sections should be used as guidelines for comprehensive transportation planning, project planning and project design activities. The specific and final cross section details and right of way limits for projects will be established through the preparation of the National Environmental Policy Act (NEPA) documentation and through final design preparation.

Please provide this information to your Unit staff, Division staff, and to others as appropriate for their information and immediate implementation. This guidance is intended for State Transportation Improvement Program (STIP) projects and other applicable projects. If you have any questions, please contact one of the Roadway Design Unit Regional Managers, Glenn Mumford, PE, Roger Thomas, PE, or Doug Taylor, PE at 919-707-6200.

DMB/mb

Attachments

cc w/attachments: Mike Holder, PE  
Susan Pullium  
Rodger Rochelle, PE  
Calvin Leggett, PE  
Terry Gibson, PE

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
DIRECTOR OF PRECONSTRUCTION  
1538 MAIL SERVICE CENTER  
RALEIGH NC 27699-1538

TELEPHONE: 919-707-2540  
FAX: 919-715-5361

WEBSITE: [WWW.NCDOT.GOV](http://WWW.NCDOT.GOV)

LOCATION:  
TRANSPORTATION BUILDING  
1 SOUTH WILMINGTON STREET  
RALEIGH NC

MEMO (“Typical” Highway Cross Sections)

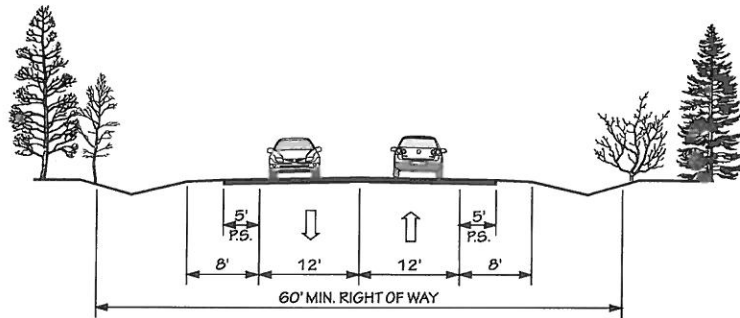
Page 2

May 5, 2014

Division Engineers  
Don Voelker  
Tom Childrey  
Debbie Collins  
Lauren Blackburn  
Ron Hancock, PE  
Division Design Engineers

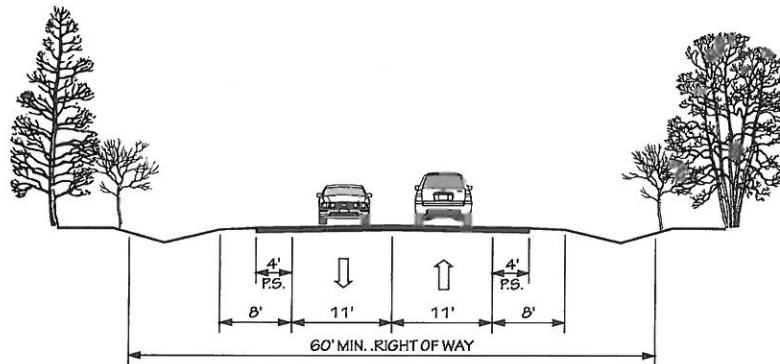
# "TYPICAL" HIGHWAY CROSS SECTIONS

2A



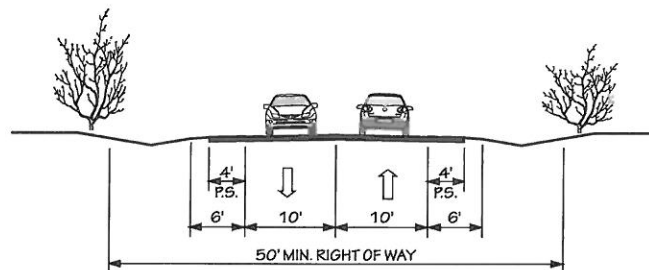
2 LANE UNDIVIDED WITH PAVED SHOULDERS  
POSTED SPEED 55 MPH

2B



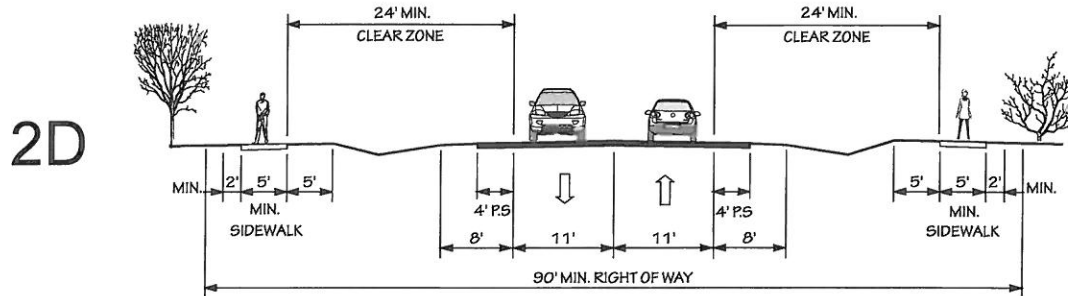
2 LANES UNDIVIDED  
POSTED SPEED 45 MPH OR LESS

2C

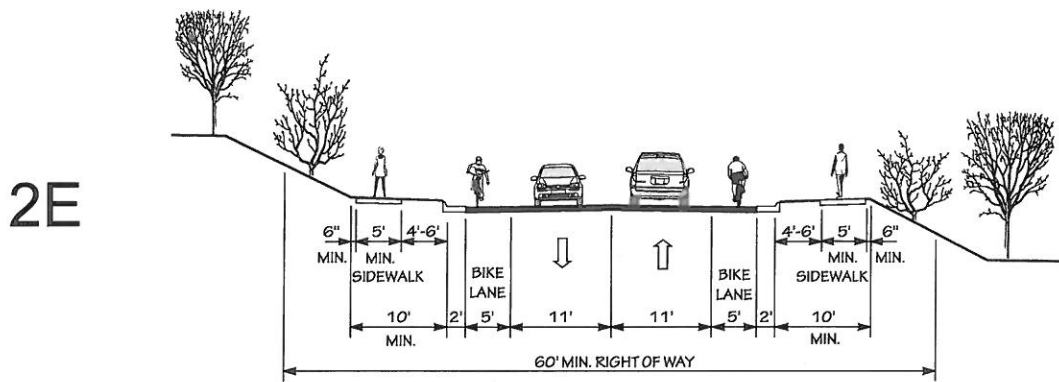


2 LANE UNDIVIDED WITH PAVED SHOULDERS  
POSTED SPEED 25 - 35 MPH

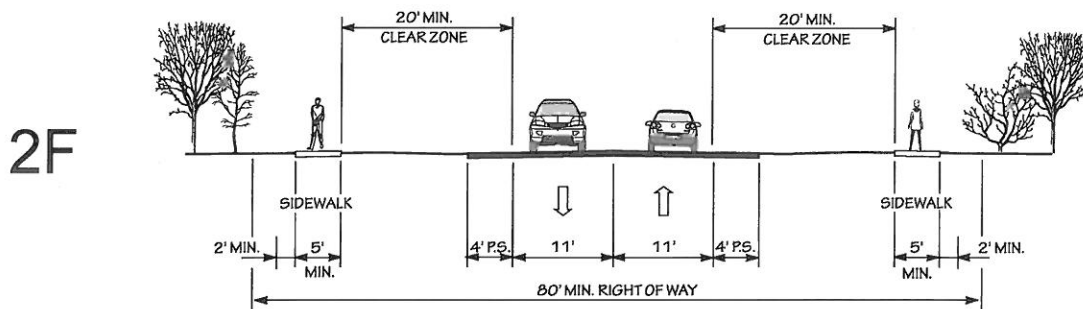
# "TYPICAL" HIGHWAY CROSS SECTIONS



2 LANE UNDIVIDED WITH PAVED SHOULDERS AND SIDEWALKS  
POSTED SPEED 25-45 MPH



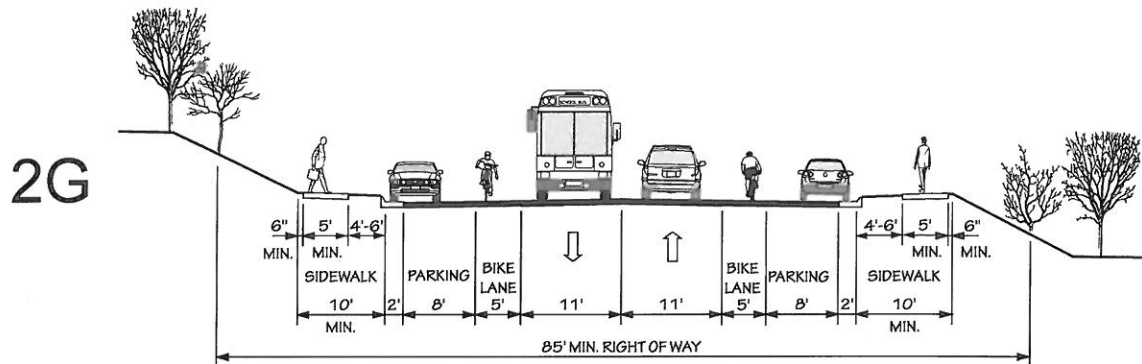
2 LANE UNDIVIDED WITH CURB & GUTTER, BIKE LANES, AND SIDEWALKS  
POSTED SPEED 25-45 MPH



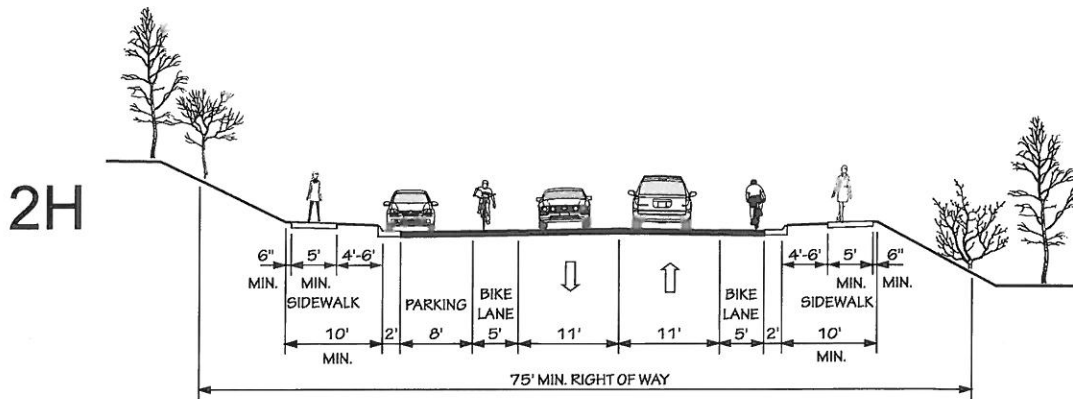
2 LANE UNDIVIDED WITH PAVED SHOULDERS AND SIDEWALKS  
IN CMAA COUNTIES  
POSTED SPEED 25-45 MPH



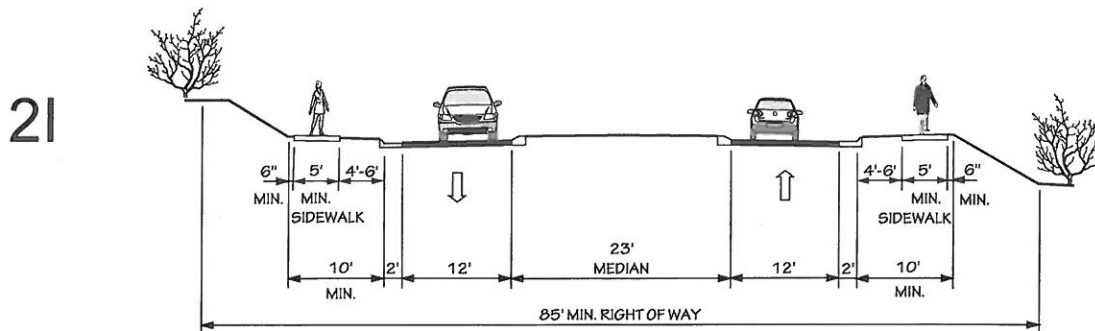
# “TYPICAL” HIGHWAY CROSS SECTIONS



2 LANE UNDIVIDED WITH CURB & GUTTER, PARKING BOTH SIDES, BIKE LANES, AND SIDEWALKS  
POSTED SPEED 25-45 MPH

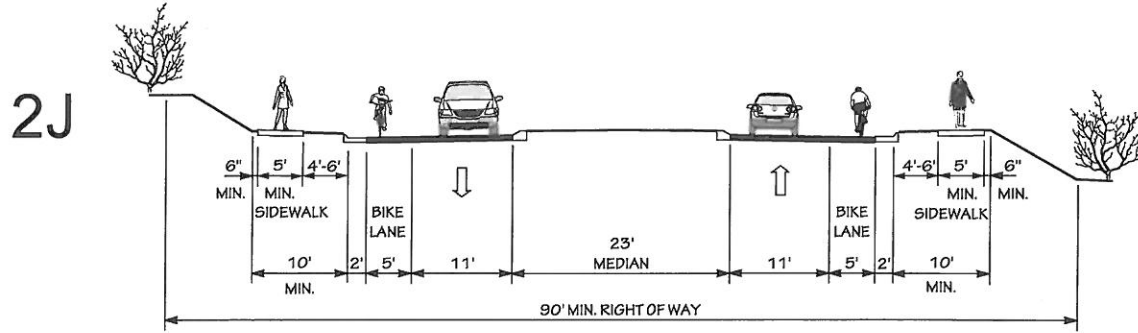


2 LANE UNDIVIDED WITH CURB & GUTTER, PARKING ONE SIDE, BIKE LANES, AND SIDEWALKS  
POSTED SPEED 25-45 MPH

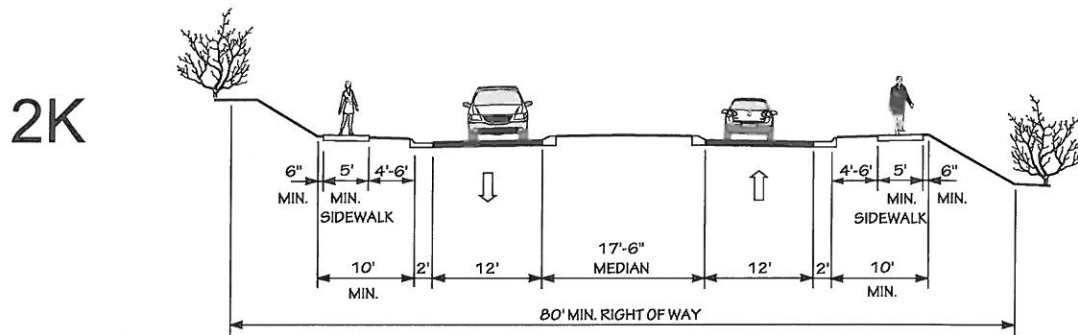


2 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER AND SIDEWALKS  
POSTED SPEED 25-45 MPH

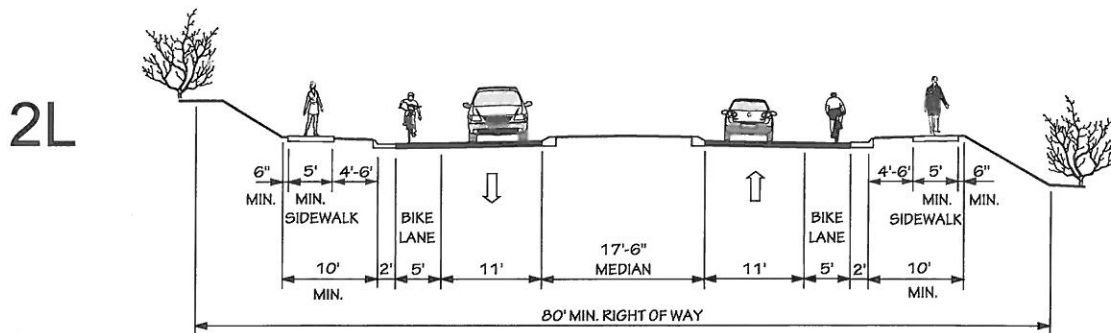
# "TYPICAL" HIGHWAY CROSS SECTIONS



2 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER, BIKE LANES, AND SIDEWALKS  
POSTED SPEED 25-45 MPH



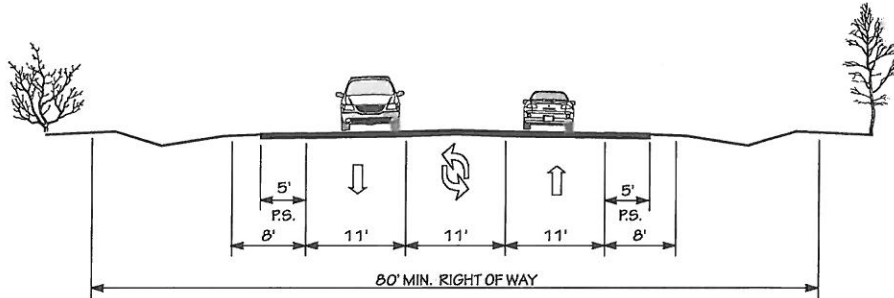
2 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER AND SIDEWALKS  
POSTED SPEED 25-45 MPH



2 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER, BIKE LANES, AND SIDEWALKS  
POSTED SPEED 25-45 MPH

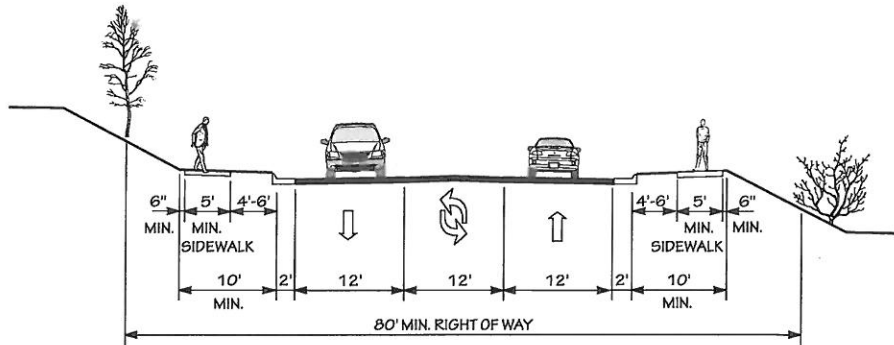
# “TYPICAL” HIGHWAY CROSS SECTIONS

3A



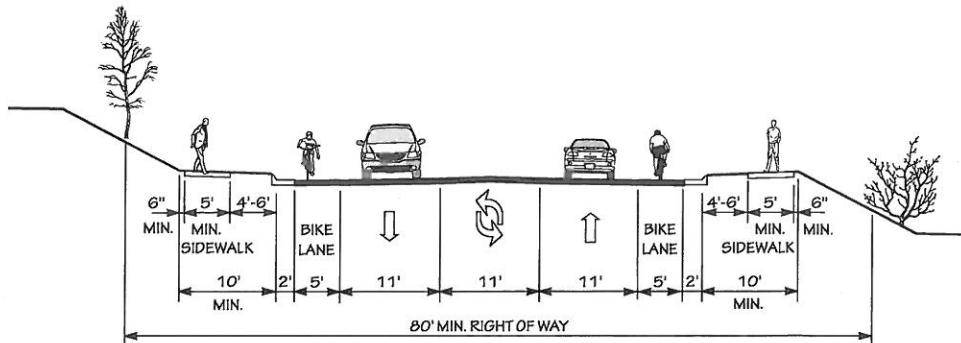
2 LANE WITH TWO WAY LEFT TURN LANE, AND PAVED SHOULDERS  
POSTED SPEED 25-55 MPH

3B



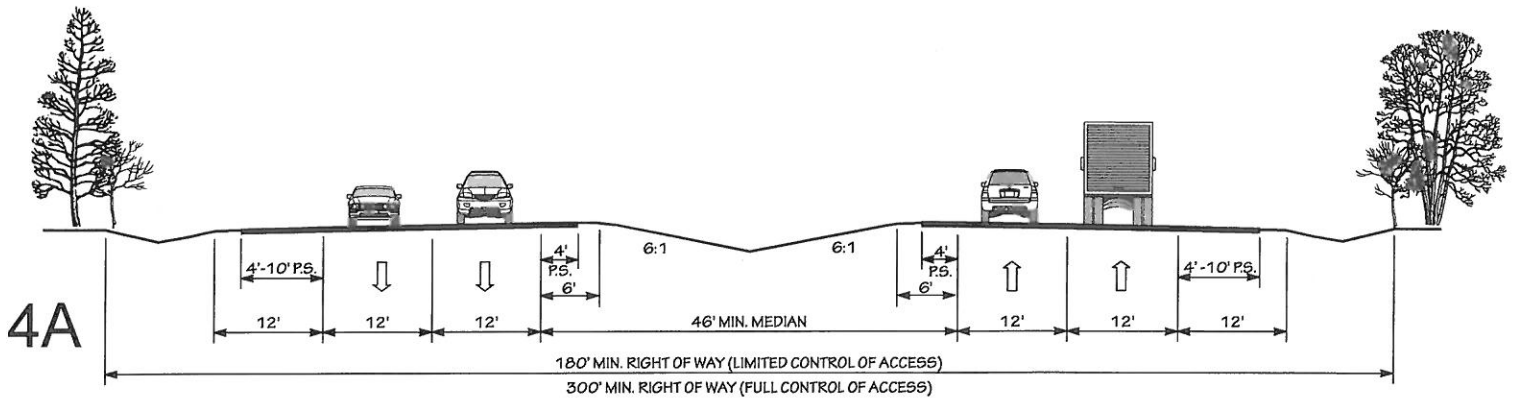
2 LANE WITH TWO WAY LEFT TURN LANE, CURB & GUTTER,  
AND SIDEWALKS  
POSTED SPEED 25-45 MPH

3C

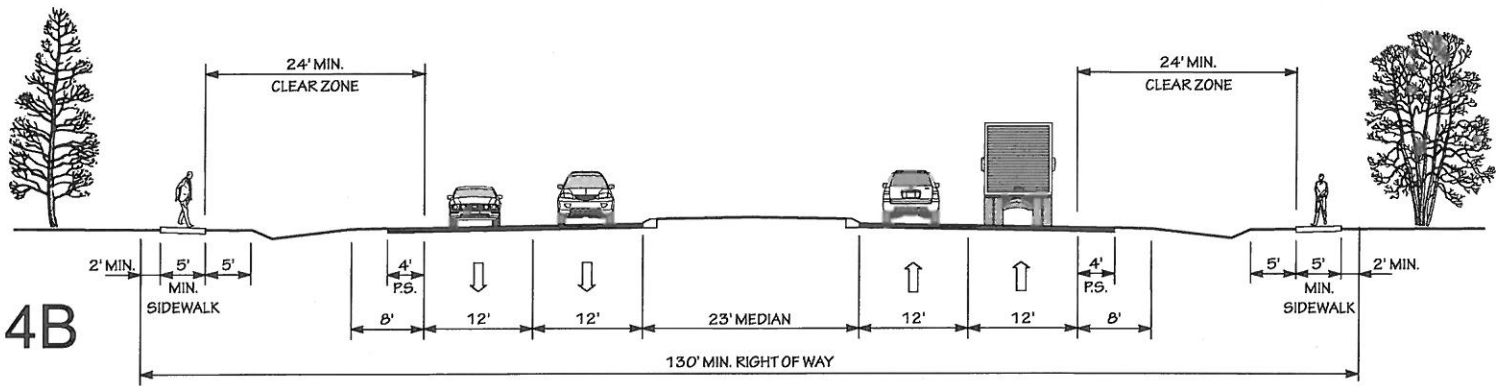


2 LANE WITH TWO WAY LEFT TURN LANE, CURB & GUTTER,  
BIKE LANES, AND SIDEWALKS  
POSTED SPEED 25-45 MPH

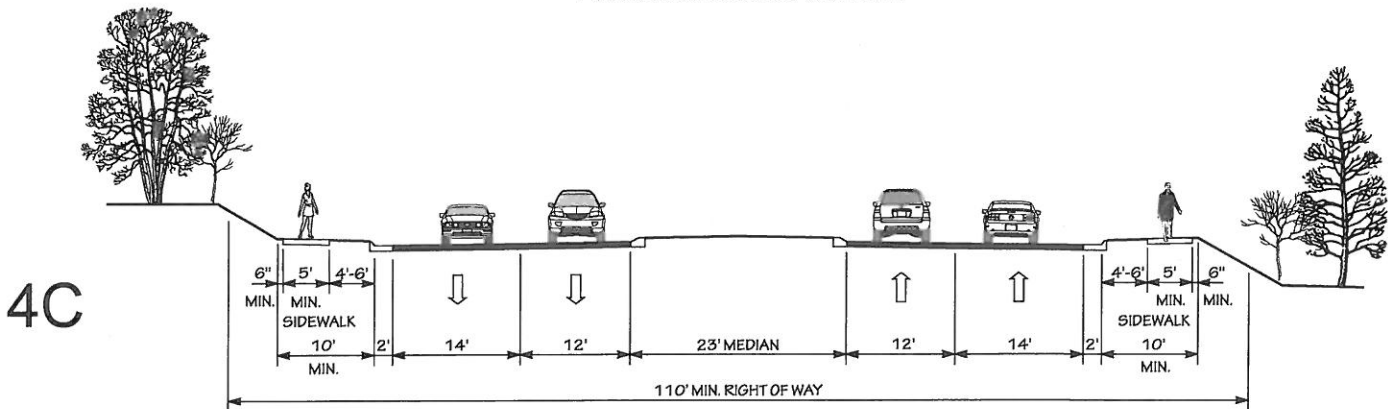
# "TYPICAL" HIGHWAY CROSS SECTIONS



4 LANE DIVIDED (46' DEPRESSED MEDIAN) WITH PAVED SHOULDERS  
POSTED SPEED 45-70 MPH

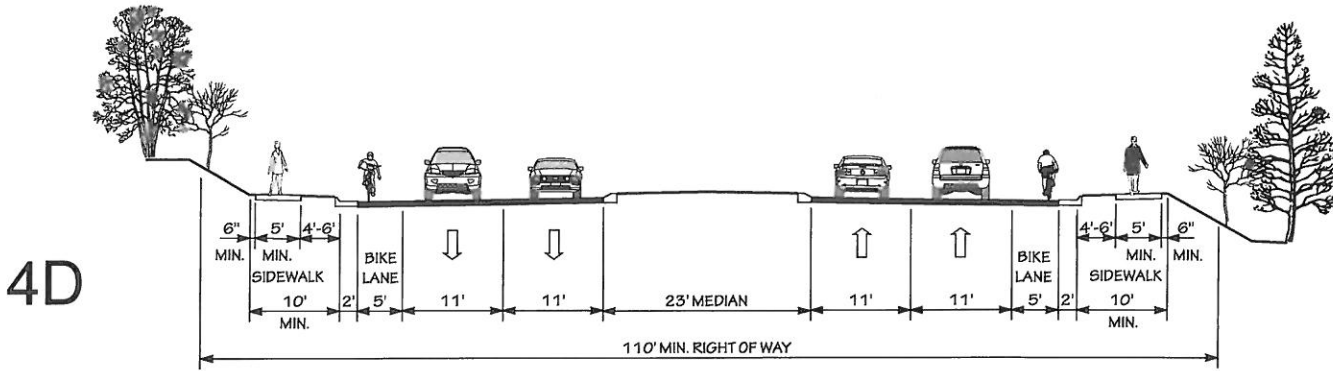


4 LANE DIVIDED (23' RAISED MEDIAN) WITH PAVED SHOULDERS  
AND SIDEWALKS  
POSTED SPEED 35-55 MPH

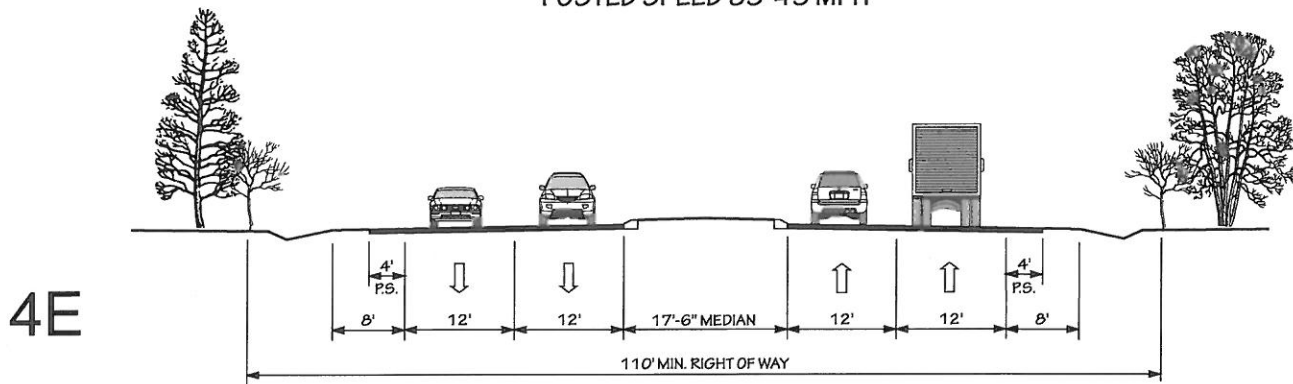


4 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER,  
WIDE OUTSIDE LANES, AND SIDEWALKS  
POSTED SPEED 35-45 MPH

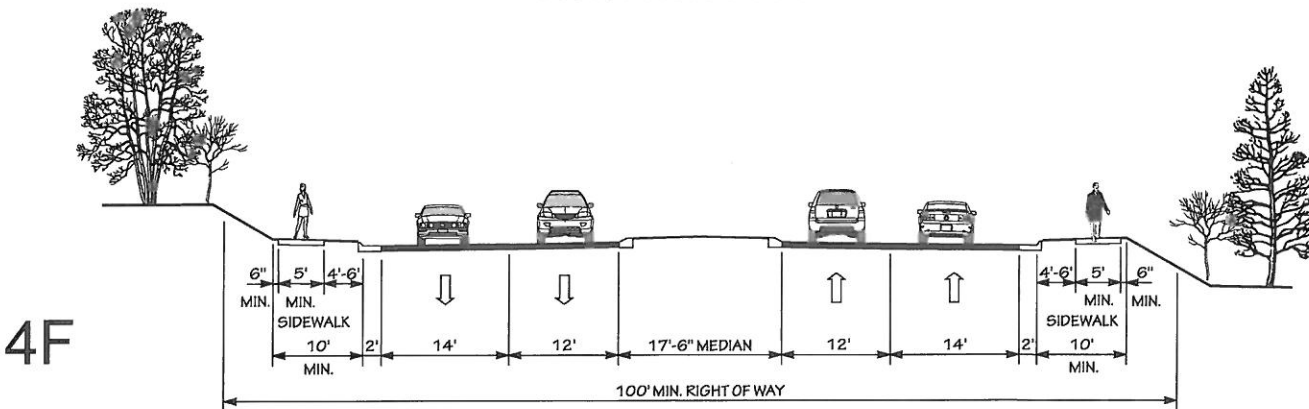
# "TYPICAL" HIGHWAY CROSS SECTIONS



**4 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER,  
WIDE OUTSIDE LANES, BIKE LANES, AND SIDEWALKS  
POSTED SPEED 35-45 MPH**

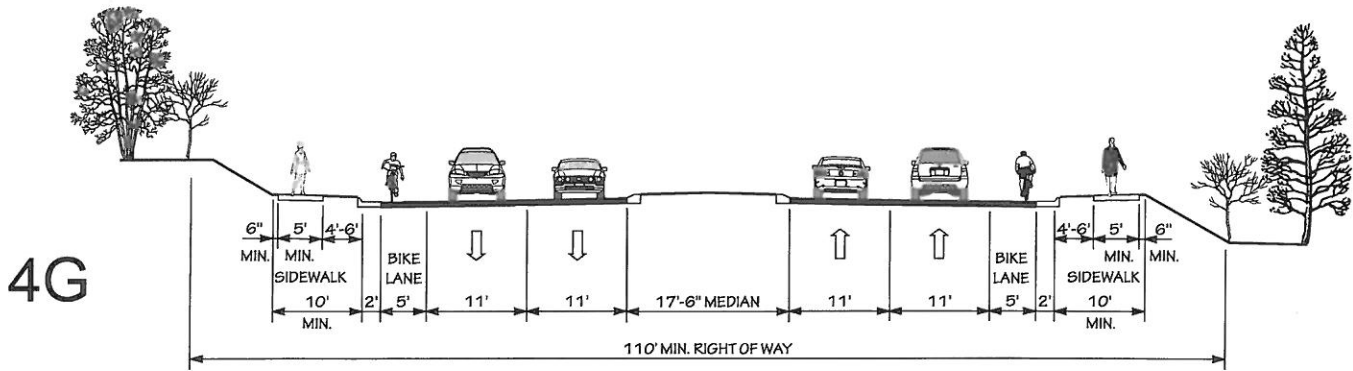


**4 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH  
PAVED SHOULDERS AND SIDEWALKS  
POSTED SPEED 35-55 MPH**



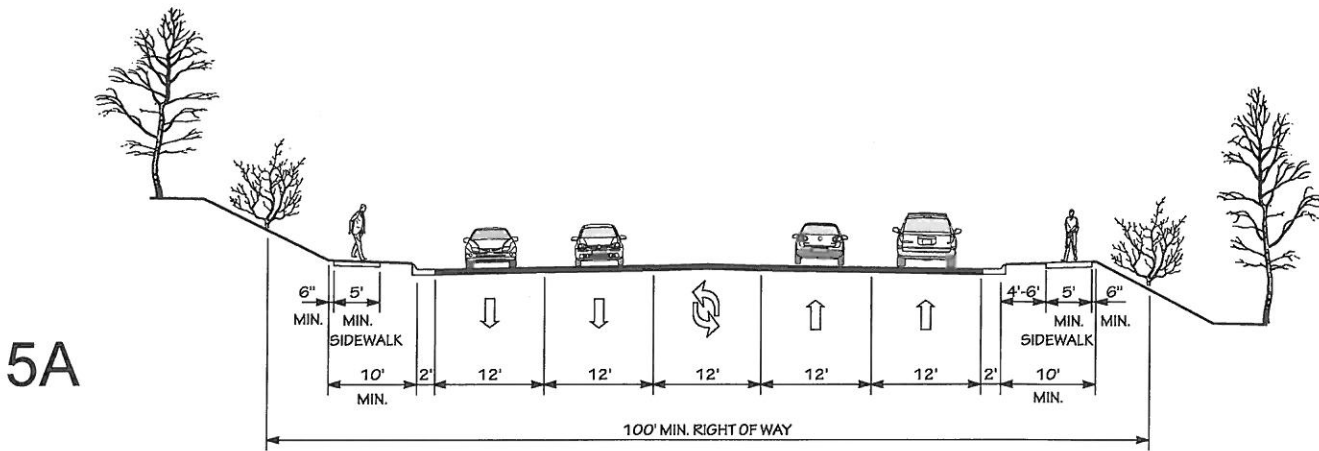
**4 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER,  
WIDE OUTSIDE LANES, AND SIDEWALKS  
POSTED SPEED 35-45 MPH**

# "TYPICAL" HIGHWAY CROSS SECTIONS



**4G**

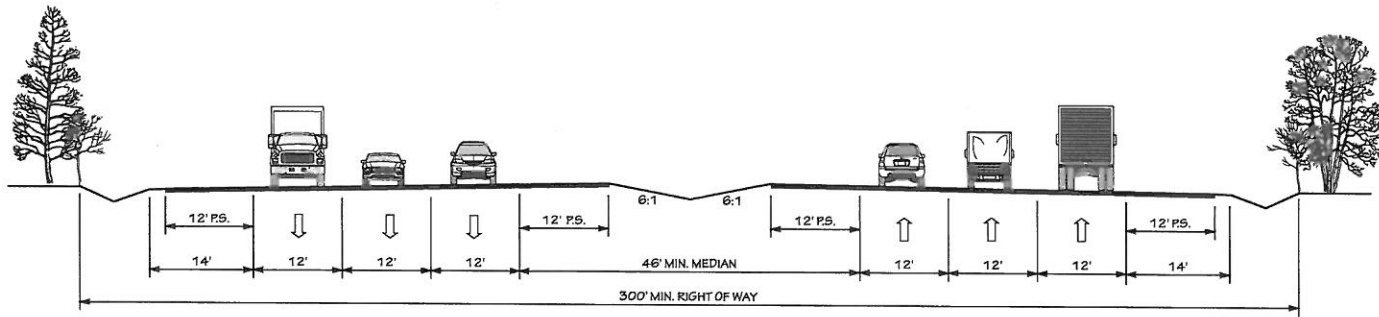
4 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER,  
BIKE LANES, AND SIDEWALKS  
POSTED SPEED 35-45 MPH



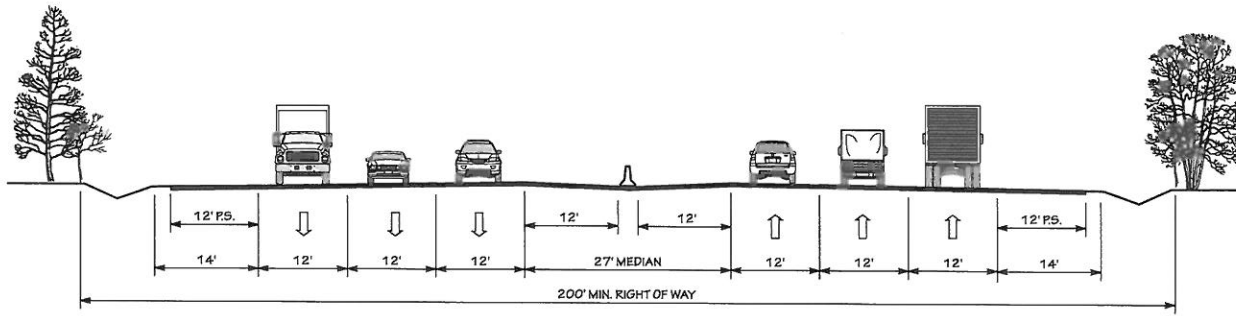
**5A**

4 LANE WITH TWO WAY LEFT TURN LANE, CURB & GUTTER,  
AND SIDEWALKS  
POSTED SPEED 35-45 MPH

## “TYPICAL” HIGHWAY CROSS SECTIONS

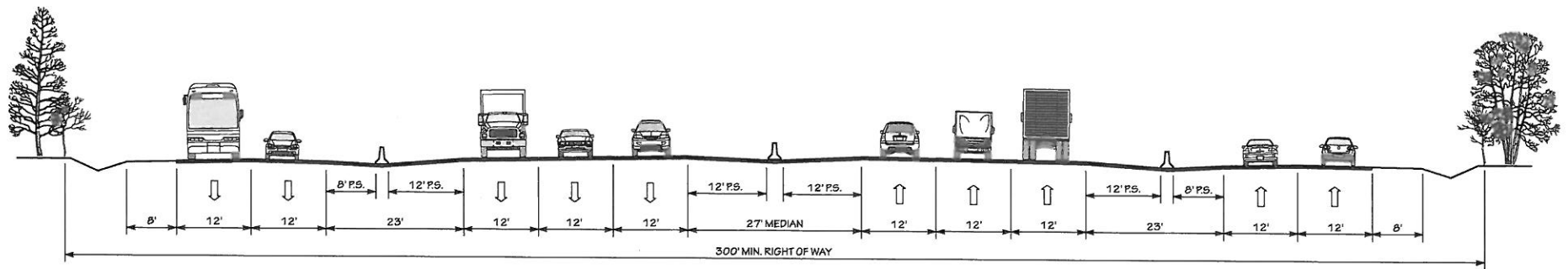


**6A** 6 LANE DIVIDED (46' DEPRESSED MEDIAN) WITH PAVED SHOULDERS  
POSTED SPEED 45-70 MPH



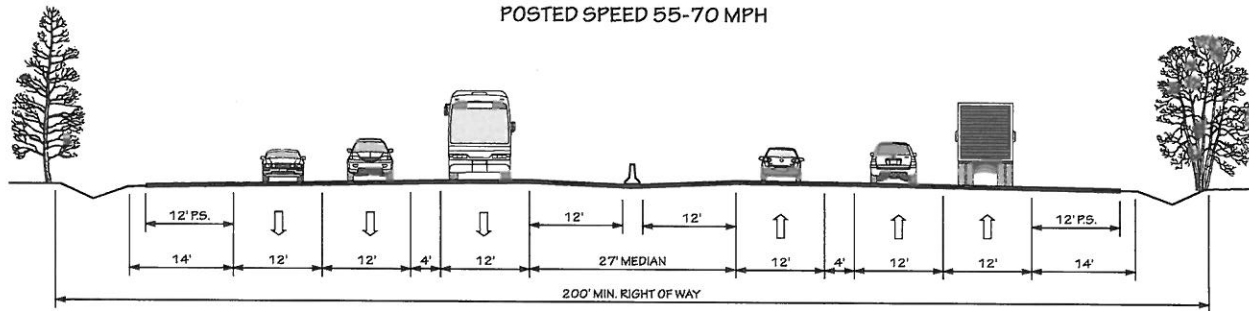
**6B** 6 LANE DIVIDED (27' MEDIAN WITH JERSEY BARRIER)  
WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH

# "TYPICAL" HIGHWAY CROSS SECTIONS



6C

6 LANE FREEWAY (27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS AND 2 LANE ONE-WAY SERVICE ROADS EACH SIDE  
POSTED SPEED 55-70 MPH

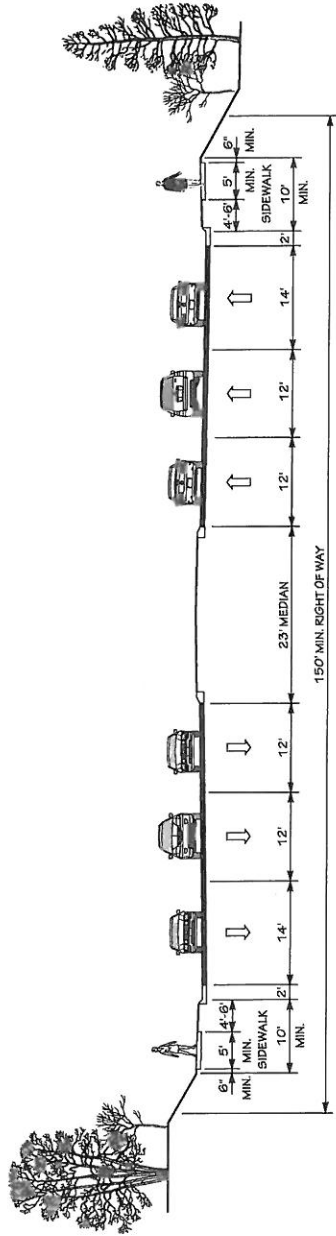


6D

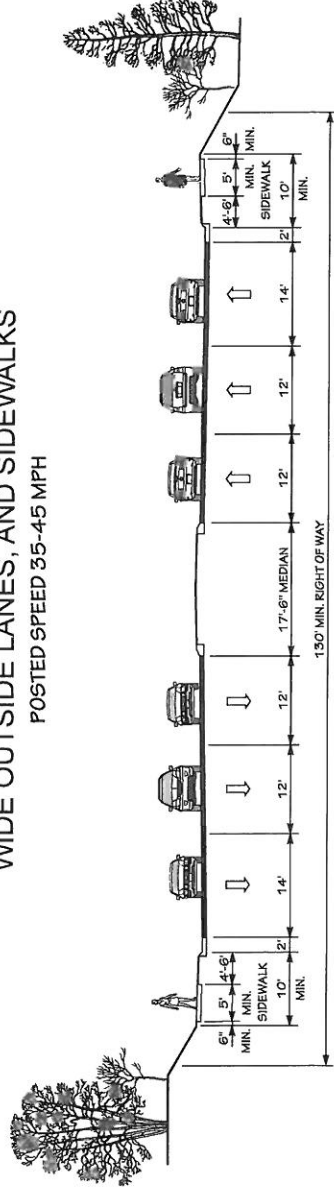
6 LANE FREEWAY (4 GENERAL PURPOSE LANES, 2 MANAGED LANES, AND 27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH



**“TYPICAL” HIGHWAY CROSS SECTIONS**



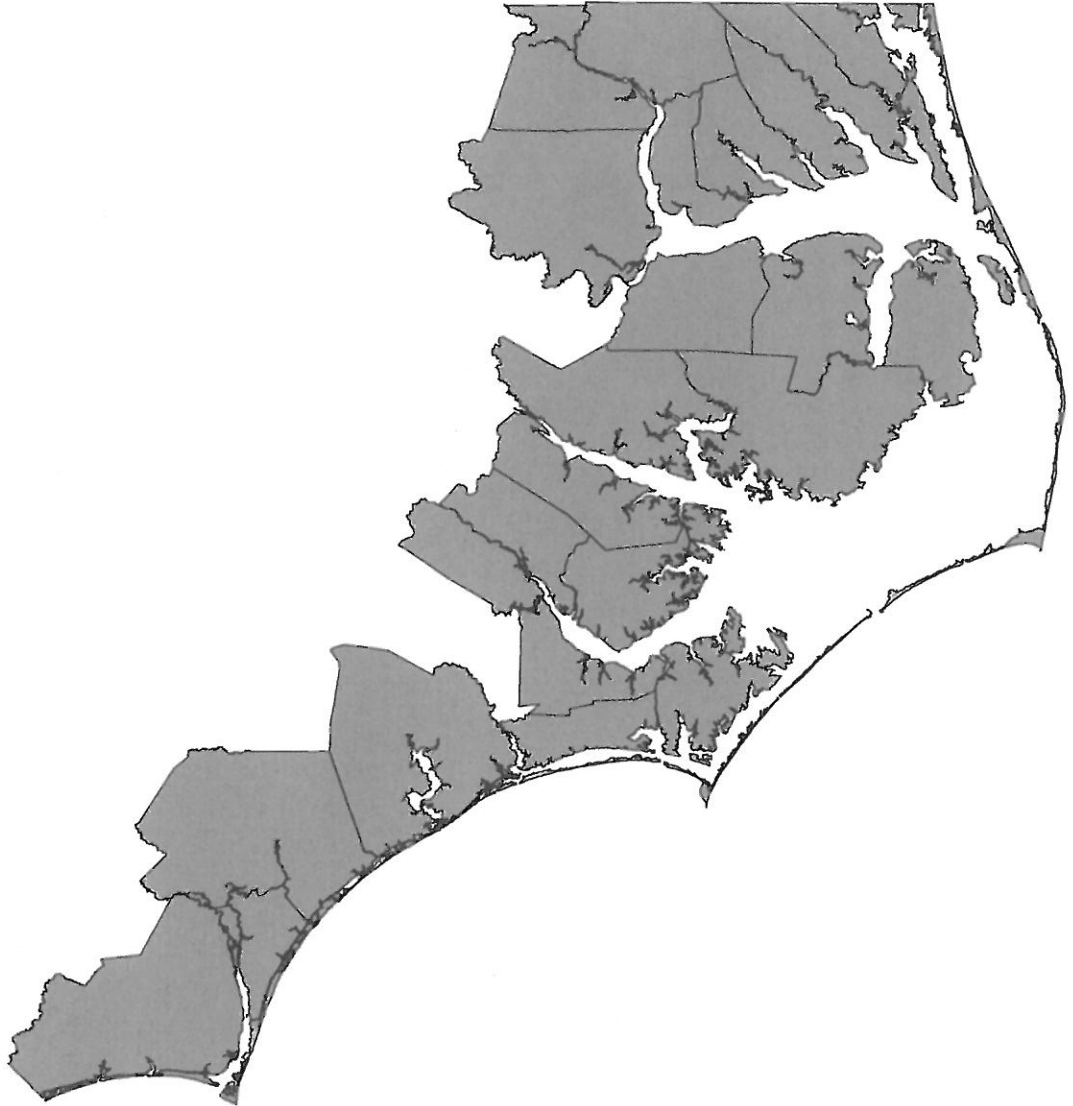
**6E** 6 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER,  
WIDE OUTSIDE LANES, AND SIDEWALKS  
POSTED SPEED 35-45 MPH



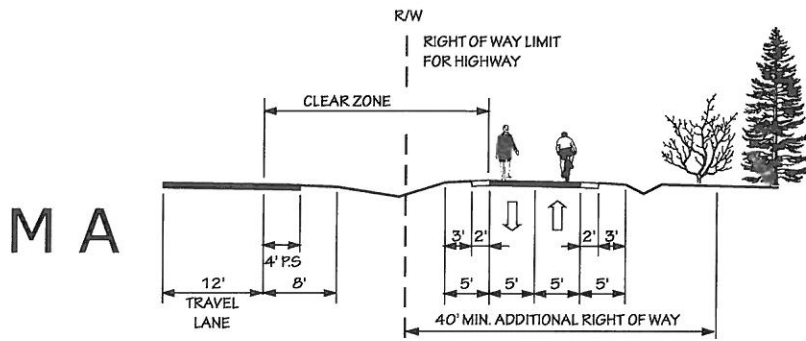
**6F** 6 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER,  
WIDE OUTSIDE LANES, AND SIDEWALKS  
POSTED SPEED 35-45 MPH

## CAMA COUNTIES

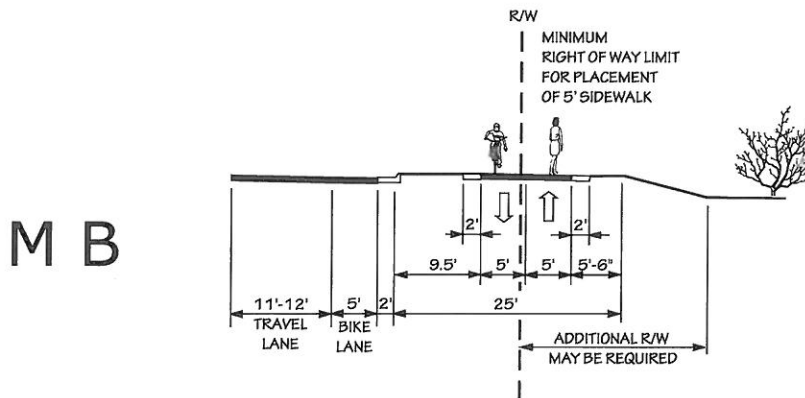
Beaufort  
Bertie  
Brunswick  
Camden  
Carteret  
Chowan  
Craven  
Currituck  
Dare  
Gates  
Hertford  
Hyde  
New Hanover  
Onslow  
Pamlico  
Pasquotank  
Pender  
Perquimans  
Tyrrell  
Washington



# "TYPICAL" HIGHWAY CROSS SECTIONS

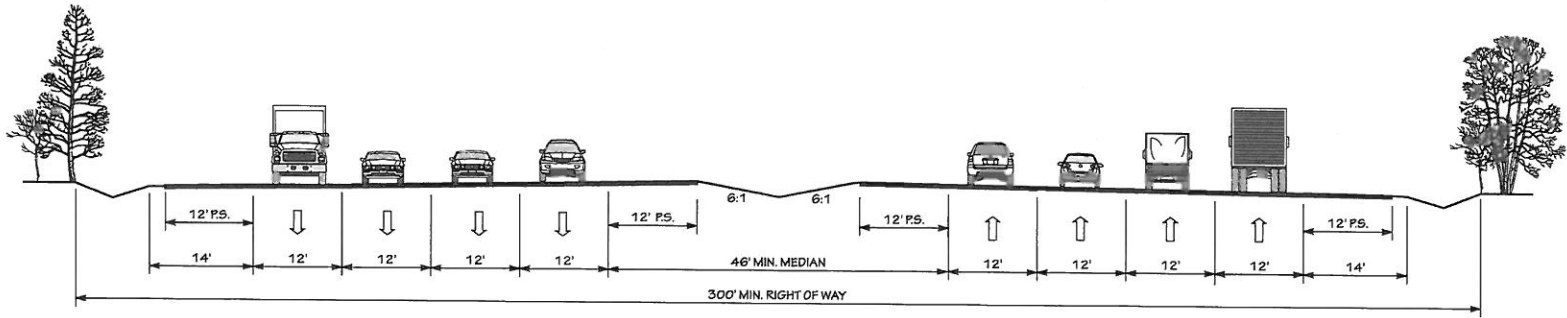


**MULTI - USE PATH  
ADJACENT TO RIGHT OF WAY OR SEPARATE PATHWAY**



**MULTI - USE PATH ADJACENT TO CURB AND GUTTER**

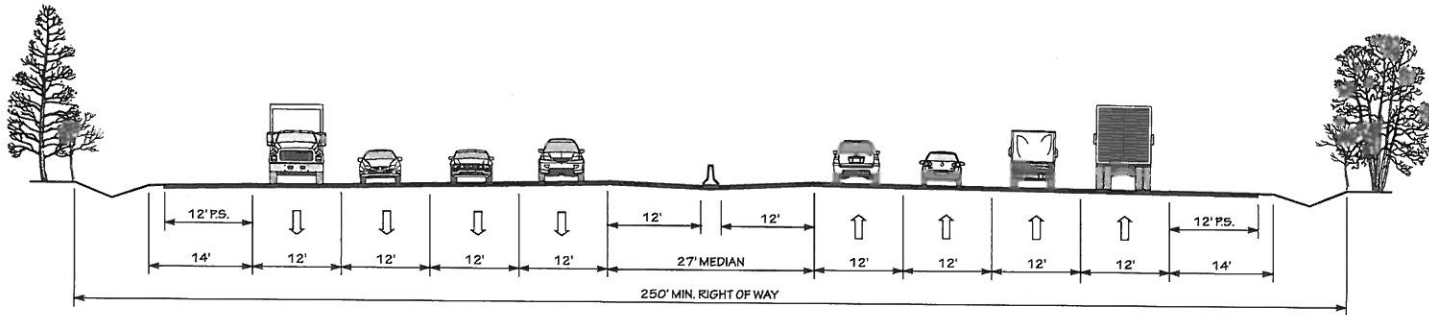
# "TYPICAL" HIGHWAY CROSS SECTIONS



8A

8 LANE DIVIDED (46' DEPRESSED MEDIAN) WITH PAVED SHOULDERS

POSTED SPEED 45-70 MPH

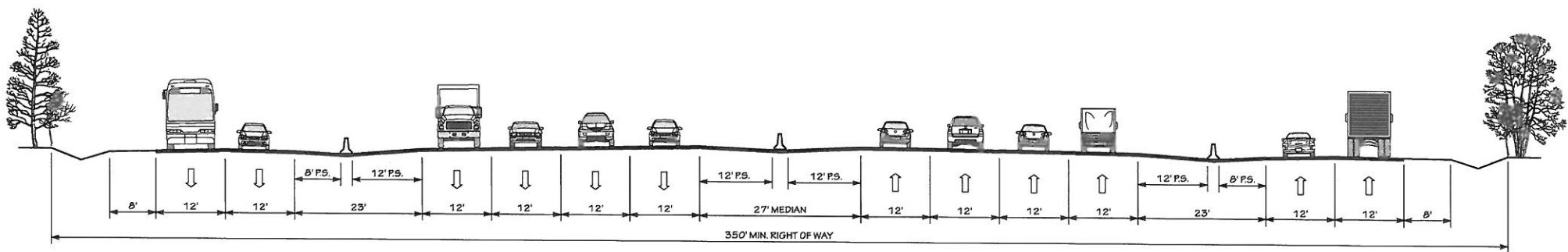


8B

8 LANE DIVIDED (27' MEDIAN WITH JERSEY BARRIER)  
WITH PAVED SHOULDERS

POSTED SPEED 55-70 MPH

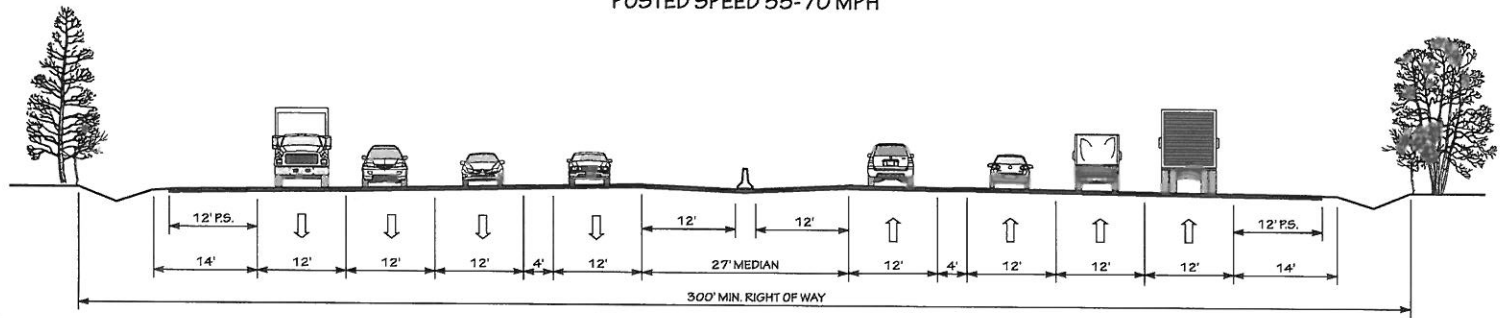
## "TYPICAL" HIGHWAY CROSS SECTIONS



**8C**

**8 LANE FREEWAY (27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
AND 2 LANE ONE-WAY SERVICE ROADS EACH SIDE  
POSTED SPEED 55-70 MPH**

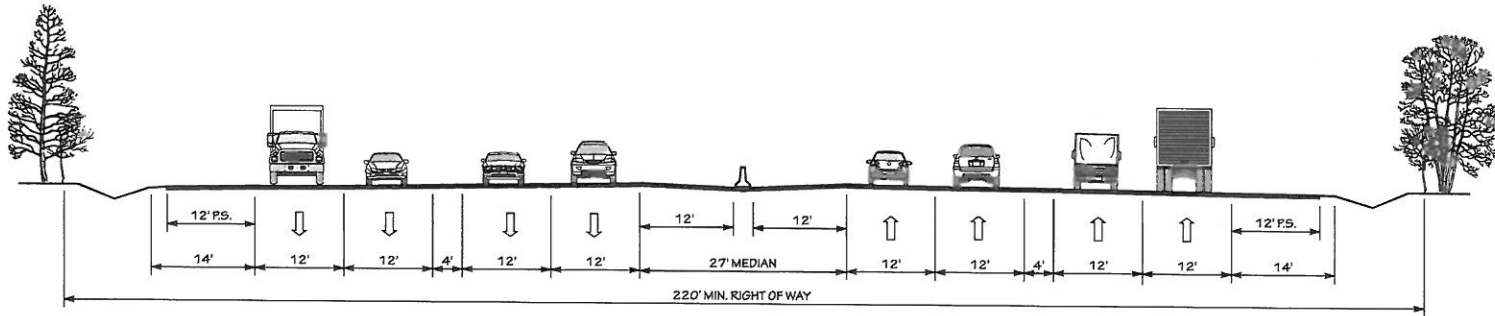
33



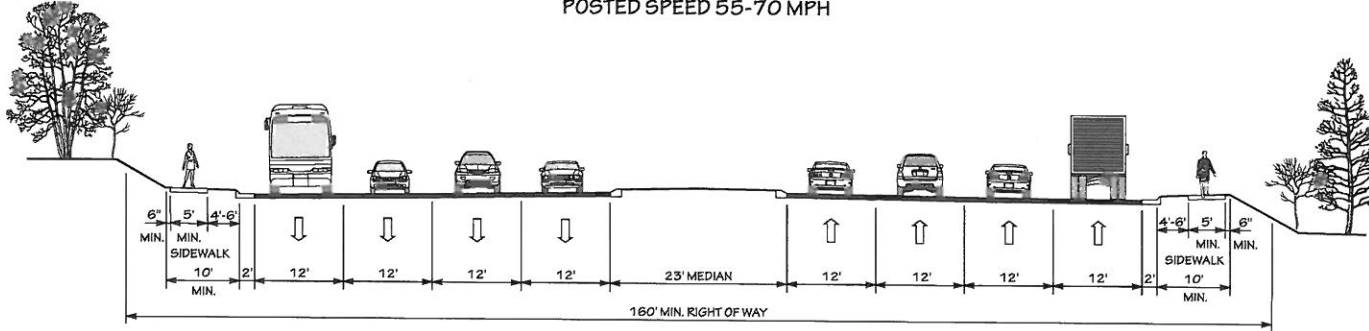
**8D**

**8 LANE FREEWAY (6 GENERAL PURPOSE LANES, 2 MANAGED LANES, AND 27' MEDIAN  
WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH**

## "TYPICAL" HIGHWAY CROSS SECTIONS

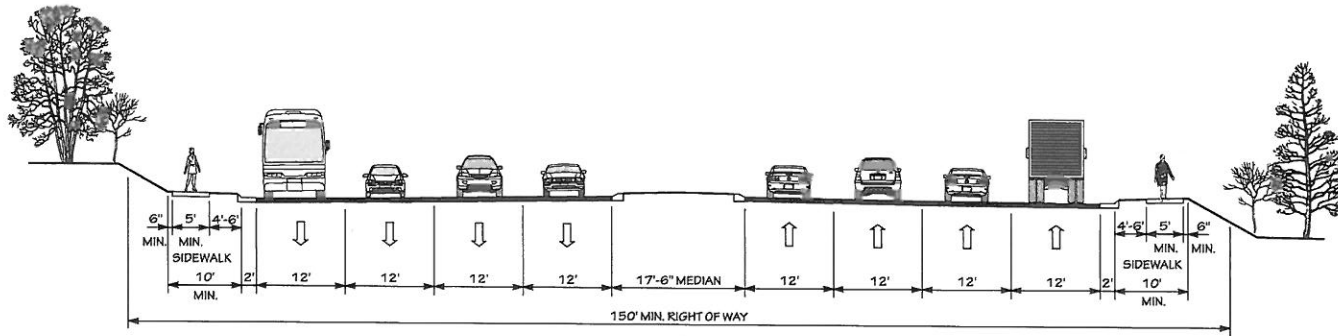


**8E** 8 LANE FREEWAY (4 GENERAL PURPOSE LANES, 4 MANAGED LANES, AND 27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH

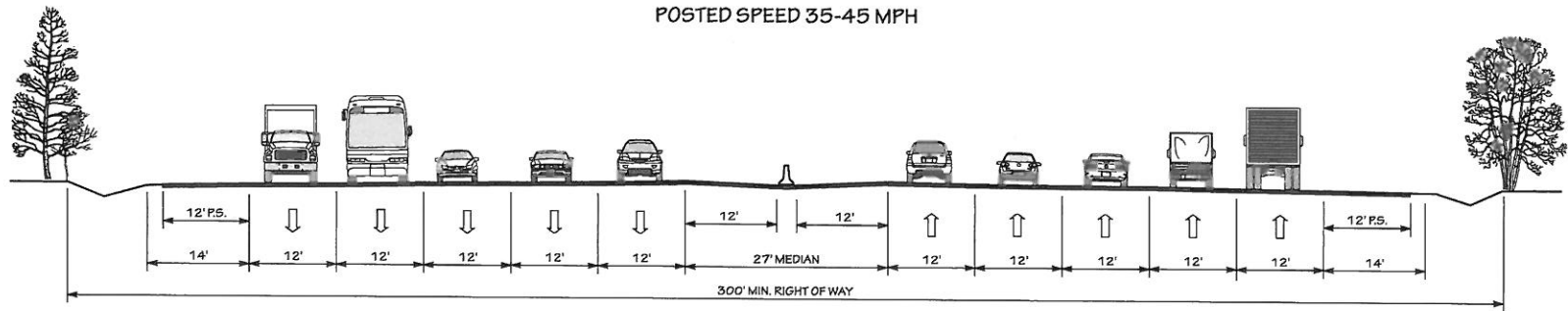


**8F** 8 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER, AND SIDEWALKS  
POSTED SPEED 35-45 MPH

## "TYPICAL" HIGHWAY CROSS SECTIONS

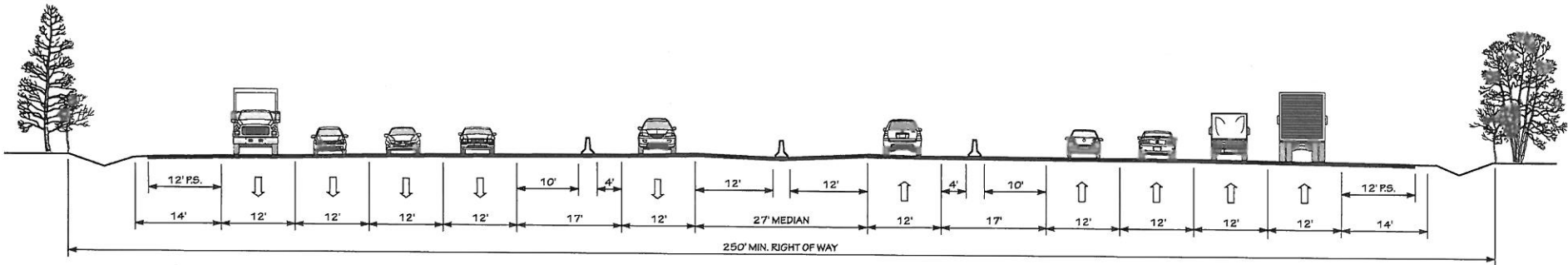


**8G** 8 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER, AND SIDEWALKS  
POSTED SPEED 35-45 MPH

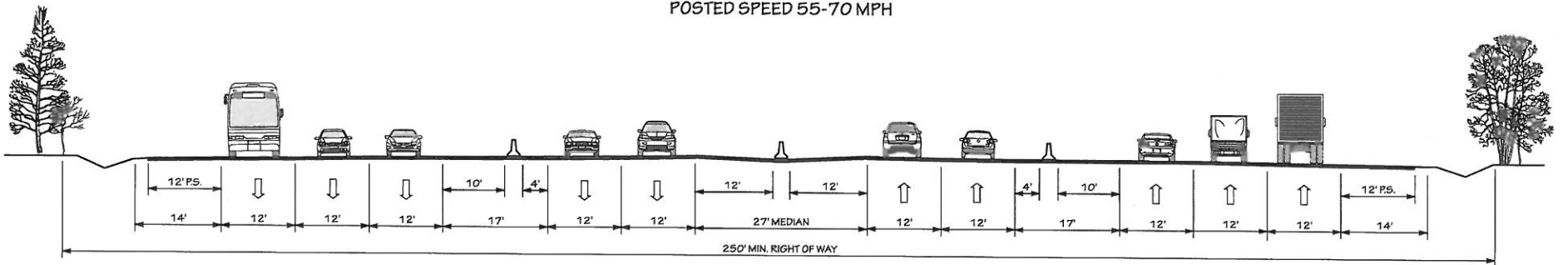


**10A** 10 LANE DIVIDED (27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH

## "TYPICAL" HIGHWAY CROSS SECTIONS



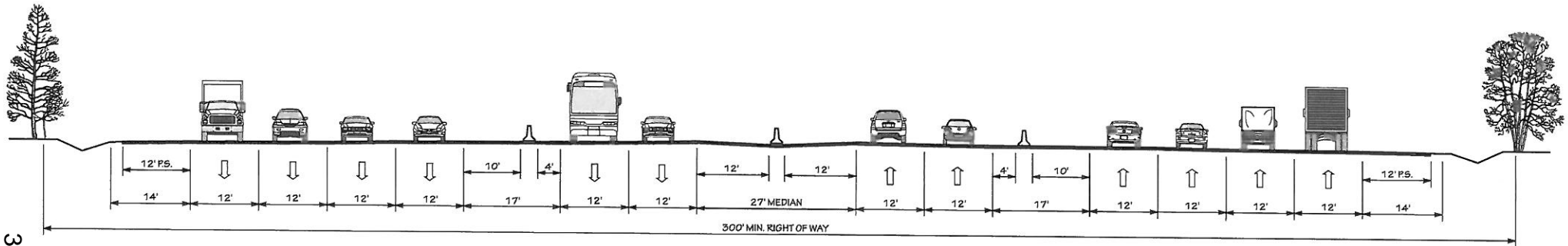
**10B** 10 LANE FREEWAY (8 GENERAL PURPOSE LANES, 2 MANAGED LANES, AND 27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH



**10C** 10 LANE FREEWAY (6 GENERAL PURPOSE LANES, 4 MANAGED LANES, AND 27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH



# "TYPICAL" HIGHWAY CROSS SECTIONS



**12A** 12 LANE FREEWAY (8 GENERAL PURPOSE LANES, 4 MANAGED LANES, AND 27' MEDIAN WITH JERSEY BARRIER) WITH PAVED SHOULDERS  
POSTED SPEED 55-70 MPH

37

### **HWY CTP Map Updates 2021:**

-Removed the following:

- Benjamin Walker Ln Extension from Cox Mill to Clark Creek Pkwy (Wilburn Park Ln, Aragorn Ln, Benjamin Walker Ln)
- Kendra Dr Ext from Hearthwood Subdivision to Kiser Woods (Kendra Dr to Burning Embers Ln)
- Proposed grade separation at Winecoff School Rd/Kannapolis Hwy

-Added the following Collector roads:

- Central Heights Dr (NC 49 – Zion Church Rd)
  - 3C cross section

-Realigned the following roads:

- Winecoff School Rd due to I-85 project
- Realigned Collector route through Hearthwood and Parkview Estates Subdivision to include Falls Lake Dr

-Completed:

- Kannapolis Highway from US-29 to I-85

-Changed Cross Section:

- Lake Concord Rd from Church St to Burrage Rd
  - Changed to 5A due to area unable to accommodate 4D cross section

### **Pedestrian/Bike CTP Map Update 2021:**

- Updated Greenways to reflect new Riverwalk Greenway as existing
- Added Carolina Thread Trail as a background layer and any other regional trail systems.
- Added Multi-use/MB designation to Roberta Road

**Transit CTP Map Update 2021:** New page added to CTP

**OFFER TO PURCHASE AND CONTRACT**  
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": City of Concord, NC

(b) "Buyer": Desmond N Miller

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

**NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 98 Chestnut Dr SW  
City: Concord Zip: 28025  
County: Cabarrus, North Carolina

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)  
Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 56209537930000

Other description: \_\_\_\_\_  
Some or all of the Property may be described in Deed Book 07929 at Page 0001

(d) "Purchase Price":  
\$ 149,500.00 paid in U.S. Dollars upon the following terms:  
\$ \_\_\_\_\_ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.  
\$ 1,000.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.  
\$ \_\_\_\_\_ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on \_\_\_\_\_, **TIME BEING OF THE ESSENCE.**  
\$ \_\_\_\_\_ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).  
\$ \_\_\_\_\_ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
\$ \_\_\_\_\_ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).  
\$ 148,500.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T  
Revised 7/2020  
© 7/2020

Buyer's initials DM Seller's initials \_\_\_\_\_

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): SHEPARD LAW, PLLC  
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on TIME BEING OF THE ESSENCE.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on January 8, 2021 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer's initials DM Seller's initials \_\_\_\_\_  
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**NOTE:** See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be alien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. **FIXTURES AND EXCLUSIONS.**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

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Buyer's initials DS DM Seller's initials \_\_\_\_\_  
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(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer. **NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawl space ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller shall repair any damage caused by removal of any items excepted above.

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3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: **Refrigerator**

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or

Buyer's initials DM Seller's initials \_\_\_\_\_

not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Down Payment Assistance Program  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of **\$146,792.00** plus any financed VA Funding Fee or FHA MIP for a term of **30** year(s), at an initial interest rate not to exceed **4.000** % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.

**NOTE:** If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

Buyer's initials DS  
DM Seller's initials \_\_\_\_\_



(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property.)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
  - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

Buyer's initials DM Seller's initials \_\_\_\_\_

- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
- has owned the Property for at least one year.
  - has owned the Property for less than one year.
  - does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: \_\_\_\_\_

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: \_\_\_\_\_

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- By laws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

Buyer's initials DS DM Seller's initials \_\_\_\_\_

8. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year(prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form2A14-T) as an addendum to this Contract.

Buyer's initials DS DM Seller's initials \_\_\_\_\_

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Desmond N Miller

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from N/A at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's initials DM Seller's initials \_\_\_\_\_

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)   |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                 | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |   |

Identify other attorney or party drafted addenda: COVID-19 Addendum

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

Buyer's initials DM Seller's initials \_\_\_\_\_

19. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials DS  
DM Seller's initials \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 11/25/2020 | 9:23 AM PST

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

DocuSigned by:  
Buyer Desmond Miller  
~~Desmond Miller~~

Seller \_\_\_\_\_  
**City of Concord**

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

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

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Entity Buyer: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

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

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

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

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

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_
Buyer Fax#: \_\_\_\_\_
Buyer E-mail: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: 35 Cabarrus Ave. West, Concord, NC 28025
Seller Fax#: (704)795-0983
Seller E-mail: begop@concordnc.gov

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Keller Williams University Cit
Acting as [X] Buyer's Agent [ ] Seller's(sub)Agent [ ] Dual Agent
Firm License #: C13247
Mailing Address: 8520 Cliff Cameron Dr., Charlotte, NC 28269

Individual Selling Agent: Joslyn Blackburn
[ ] Acting as a Designated Dual Agent (check only if applicable)
Selling Agent License #: 258606
Selling Agent Phone#: (704)559-9665
Selling Agent Fax#: \_\_\_\_\_
Selling Agent E-mail: joslynsellsrealestate@gmail.com

Listing Firm Name: \_\_\_\_\_
Acting as [ ] Seller's Agent [ ] Dual Agent
Firm License #: \_\_\_\_\_
Mailing Address: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_
[ ] Acting as a Designated Dual Agent (check only if applicable)
Listing Agent License #: \_\_\_\_\_
Listing Agent Phone#: \_\_\_\_\_
Listing Agent Fax#: \_\_\_\_\_
Listing Agent E-mail: \_\_\_\_\_

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials [DS] DM Seller's initials \_\_\_\_\_



ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Concord ("Seller")

Buyer: Desmond Miller ("Buyer")

Property Address: 98 Chestnut Dr SW, Concord, NC 28025 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

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

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

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

(Signature) City of Concord

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

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: SHEPARD LAW, PLLC

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: SHEPARD LAW, PLLC

Time: \_\_\_\_\_ [ ] A.M. [ ] P.M.

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

FHA/VA FINANCING ADDENDUM

Property: 98 Chestnut Dr SW, Concord, NC 28025

Seller: City of Concord

Buyer: Desmond Miller

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

**FHA FINANCING:**  **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION**

**AMENDATORY CLAUSE** - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 149,500.00 . The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

**VA FINANCING:**

**VA NOTICE TO BUYER** - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(i) of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A4 - T  
Revised 7/2019  
© 7/2019

Buyer initials DM Seller initials \_\_\_\_\_

**REAL ESTATE CERTIFICATION** - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

**I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:**

Date: 11/25/2020 | 9:23 AM PST

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

DocuSigned by:  
Buyer: *Desmond Miller*  
**Desmond Miller**

Seller: \_\_\_\_\_  
**City of Concord**

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

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

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

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

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

DocuSigned by:  
Selling Agent: *Joslyn Blackburn*

Listing Agent: \_\_\_\_\_

5185DABCB7C7423...  
Date: 11/25/2020 | 12:15 PM EST

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

**THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY**

COVID-19 ADDENDUM

Property: 98 Chestnut Dr SW, Concord, NC 28025

Seller: City of Concord

Buyer: Desmond Miller

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

Buyer and Seller acknowledge and understand that an event related to the world-wide Coronavirus (COVID-19) pandemic may arise or has arisen that could make it unduly burdensome or impossible for Buyer or Seller to exercise their rights and/or perform their obligations under the Contract, including but not limited to, travel restrictions which prevent the attendance of a party or Closing attorney at the place of Settlement on the Closing Date, medically self-imposed or governmentally required isolations pertaining to a party or Closing attorney, closures of governmental or private offices and institutions required to fund, close and record real estate transactions in the county where the Property is located, or conditions which would result in a violation of law or any lender-imposed condition of funding if the Closing attorney were to record documents or disburse funds relating to transactions under this Contract on or after the Settlement Date ("COVID-19-Related Restriction"). Buyer and Seller therefore agree to the following:

- 1. **Buyer's inability to obtain loan.** Buyer and Seller agree that if Buyer is unable to obtain a loan to purchase the Property due to Buyer's loss of income related to the COVID-19 pandemic, then either Party may terminate the Agreement and Seller shall retain the Due Diligence Fee and the Earnest Money Deposit shall be refunded to Buyer.
- 2. **Use of alternative methods.** Buyer and Seller agree that notwithstanding the fact that a COVID-19-Related Restriction may make it more difficult for them to exercise a right and/or perform an obligation under the Contract, they will make a good faith effort to use alternative methods that may be reasonably available in order to exercise their rights and/or perform their obligations under the Contract, including the execution of documents and participation in meetings using electronic means.
- 3. **Extension of Deadlines.** If, notwithstanding Buyer and/or Seller's good faith efforts, a COVID-19-Related Restriction makes it unduly burdensome or impossible for Buyer or Seller to exercise a right or perform an obligation in accordance with the terms of the Contract, Buyer and Seller agree that the party subject to the COVID-19-Related Restriction shall give as much notice as possible under the circumstances, in writing, to the other party, including a description of the COVID-19-Related Restriction, and that in such event, all deadlines in the Contract that have not expired shall be extended by 30 days. Buyer and Seller agree that this extension of deadlines shall take place one time only, whether extended by Buyer, Seller or both parties, unless Buyer and Seller agree in writing to a further extension or extensions.
- 4. **Completion of transaction.** If, following an extension of deadlines in accordance with paragraph 3, any relevant COVID-19-Related Restriction no longer applies, Buyer and Seller will make a good faith effort to complete the transaction contemplated by the Contract as soon as reasonably possible.
- 5. **Inability to complete transaction.** If, following the last agreed-upon Settlement Date, Buyer or Seller are unable to complete the transaction contemplated by the Contract within the number of days specified in paragraph 3 due to a then-existing COVID-19-Related Restriction for which notice was given according to this Addendum, the Contract shall become null and void unless waived or extended by Buyer and Seller as provided above. In the event the Contract becomes null and void hereunder, Seller shall retain the Due Diligence Fee and the Earnest Money Deposit shall be refunded to Buyer.
- 6. **Relationship to "Delay in Settlement/Closing" paragraph.** Buyer and Seller agree that in the event either party gives notice of a COVID-19-Related Restriction according to this Addendum, any delay in Settlement/Closing shall be governed by the provisions of this Addendum rather than the "Delay in Settlement/Closing" paragraph in the Contract. However, if a party is unable to complete Settlement by the Settlement Date due to any non-COVID-19-Related Restriction, the provisions of the "Delay in Settlement/Closing" paragraph in the Contract shall apply.



REALTOR® North Carolina Association of REALTORS®, Inc.

Buyer's initials DM Seller's initials \_\_\_\_\_



STANDARD FORM 790-T  
Adopted 3/2020  
© 3/2020

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 11/25/2020 | 9:23 AM PST

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

DocuSigned by:  
Buyer Desmond Miller  
~~Desmond Miller~~

Seller City of Concord

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

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

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Entity Buyer:  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

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

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

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

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

RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER

WHEREAS, the City Council of Concord, North Carolina, pursuant to North Carolina General Statute 157-4.1, resolved to exercise the powers of a Housing Authority by resolution passed on December 15, 1977 and effective March 15, 1978; and

WHEREAS, North Carolina General Statute § 157-9 permits the City, acting as a Housing Authority to sell real property; and

WHEREAS, the City acquired 98 Chestnut Drive SW by North Carolina General Warranty Deed as recorded on November 27, 2007 in Deed Book 07929, Page 0001 of the Cabarrus County Registry for the purpose of community redevelopment; and

WHEREAS, 98 Chestnut Drive SW ("Property") is further described as follows:

Lying and being in the Ward Number Four of the City of Concord, Cabarrus County, North Carolina on the North side of Chestnut Street, as shown on plat recorded on Map Book ??? at Page ??? of the Cabarrus County Registry; and

WHEREAS, the City caused a home to be built on the Property using General funds; and

WHEREAS, on December 15, 2020 the City received an Offer to Purchase the improved Property from Desmond N. Miller ("Buyer") for \$ 149,500.00.

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

1. The City Council intends to accept the offer to Purchase the improved Property from Desmond N. Miller ("Buyer") for \$ 149,500.00.
2. The Offeror has submitted one thousand dollars and no cents (\$1,000.00) as a deposit held by the City Clerk; and
3. The final sale shall include the following terms:
  - a. The City will convey 98 Chestnut Drive SW to the Buyer by North Carolina Warranty Deed.
  - b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
  - c. The closing shall take place on or before February 3, 2021.
4. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 98 Chestnut Drive SW in accordance with this resolution.

Adopted this 14th day of January, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

---

William "Bill" Dusch, Mayor

ATTEST:

---

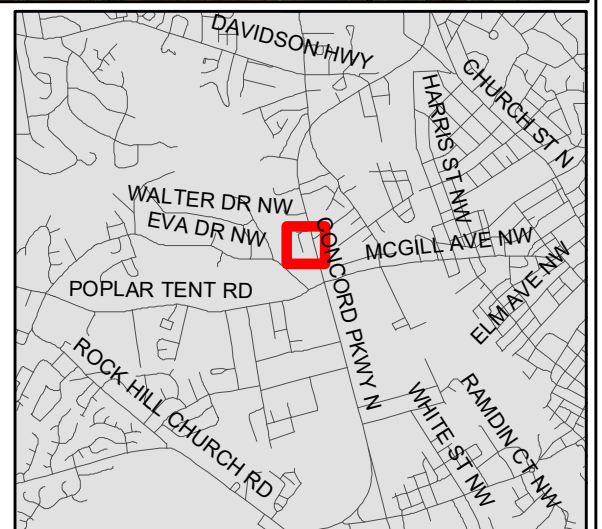
Kim J. Deason, City Clerk





## Proposed Private Street Hinson Park Ln NW

- - - Proposed Private Street - Hinson Park Ln NW
- Street Blades
- Parcels





ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT  
Revolving Fund 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 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:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5811082	Future Projects	\$562,832	\$375,832	(\$187,000)
3700-5811082				
3700-5558000	Buildings	\$113,000	\$0	(\$113,000)
3700-5558000				
3700-5475100	Concord Family Enrichment Assoc	\$0	\$300,000	\$300,000
3700-5475100				
<b>Total</b>				<b>\$0</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 project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day January, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2003  
GENERAL AVIATION TERMINAL PARKING LOT REHABILITATION  
NOVEMBER 2020  
PROJECT NO.: 2203-2003**

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

---

**Scope of Services:** Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide engineering, design and bidding services for the general aviation terminal parking lot rehabilitation project at the Concord-Padgett Regional Airport in Concord, North Carolina. The intent of this project is to mill 2 inches of existing bituminous concrete surface and place back 2 inches of bituminous concrete surface over the parking lot pavements located in front of the existing general aviation terminal building, as depicted in the project exhibit. There is an area in front of Hangar A that it just aggregates that will be reconstructed for bituminous concrete pavement. As part of this project wayfinding signage for the airport from Derita Road to the commercial service and general aviation terminals will be included. This scope includes design and bidding as depicted in the civil tasks listed in Exhibit 'A'.

**Time Schedule:**

As agreed upon by both parties.

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

The Consultant shall provide 100% plans, specifications and reports as referenced above.

**Special Services**

**Task 1 –Geotechnical Investigation**

Geotechnical Investigation will include a maximum of 22 test borings within the proposed construction site. Proposed boring depths will extend to approximately 5. Feet. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing. Laboratory testing will include but not be limited to Standard Proctor Compaction (ASTM D-698, Laboratory CBR Tests (ASTM D-1883, Atterberg limits tests ASTM D-431, Grainsize– Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216). Field CBR tests will be performed at all test borings using a Kessler dynamic cone penetrometer. Upon completion of the field and laboratory investigation, vide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data will be provided. The report will include a

discussion of conditions found in the various parking lot areas and will include recommendations for design CBR values. Conditions which could impact the rehabilitation of the parking lot will be included, along with recommendations for construction of new pavements.

### Task 2 – Topographic Survey

The topographic survey will cover approximately 8.7 acres that include the proposed construction site of the parking lot rehabilitation areas. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement edge elevations will be surveyed at 25-foot stations at 25 foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 4 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

### Task 3 – Wayfinding (Signage)

The wayfinding (signage) will include detailed renderings with artwork, location plans, code compliance, proofs, and engineering drawings. The scope will include wayfinding signage, on-building IDs, parking designations, branding and identity devices, wayfinding/directional to replace existing signage and curbside signage.

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The apron strengthening (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$63,1869.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$74,073.00**. The total value of this Work Authorization shall not exceed **\$137,259.00** without additional authorization.

**CITY OF CONCORD:**

**TALBERT, BRIGHT & ELLINGTON, INC.:**

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

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

ATTEST BY:

ATTEST BY:

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

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

*SEAL*

*SEAL*

APPROVED AS TO FORM:

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

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Pam Hinson, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

**GENERAL AVIATION PARKING LOT REHABILITATION (DESIGN/BIDDING)**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2003

November 18, 2020

DESCRIPTION	ESTIMATED COST
<b>BASIC SERVICES</b>	
PROJECT FORMULATION/DEVELOPMENT PHASE (01) - AIP ELIGIBLE	\$ 4,844.00
DESIGN PHASE (04) - AIP ELIGIBLE	\$ 43,689.00
BIDDING PHASE (05) - AIP ELIGIBLE	\$ 7,728.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	<u>\$ 56,261.00</u>
 EXPENSES	 \$ 6,925.00
SUBTOTAL	<u>\$ 63,186.00</u>
 SUBCONSULTANTS	 \$ 74,073.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ -
SUBTOTAL	<u>\$ 137,259.00</u>
 <b>ADDITIONAL SERVICES</b>	
ADDITIONAL SERVICES - CATEx	\$ -
TOTAL	<u>\$ 137,259.00</u>

## EXHIBIT 'A'

### MANHOOR ESTIMATE

#### GENERAL AVIATION PARKING LOT REHABILITATION (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2003

November 18, 2020

#### PROJECT FORMULATION/DEVELOPMENT PHASE (01) - AIP ELIGIBLE

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	T3 \$ 87	AD5 \$ 80	AD3 \$ 66
Preliminary project review w/Owner	2	2	0	0	0	0	2	0	0	0	0
Develop project scope/contract/revisions	2	2	0	0	0	0	2	0	0	2	0
Coordinate with subconsultants	1	2	0	0	0	0	4	0	0	0	0
Determine project approach	1	2	0	0	0	0	2	0	0	0	0
Develop preliminary estimate	0	2	0	0	0	0	2	0	2	0	0
<b>MANHOOR TOTAL</b>	<b>6</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>

#### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	6	\$ 1,500
Project Manager	PM	\$ 205	10	\$ 2,050
Senior Planner	SP	\$ 151	-	\$ -
Engineer V	E5	\$ 172	-	\$ -
Engineer IV	E4	\$ 139	-	\$ -
Engineer II	E2	\$ 105	-	\$ -
Engineer I	E1	\$ 80	12	\$ 960
Technician V	T5	\$ 127	-	\$ -
Technician III	T3	\$ 87	2	\$ 174
Admin. Assistant IV	AD5	\$ 80	2	\$ 160
Admin. Assistant III	AD3	\$ 66	-	\$ -
	<b>Total</b>		<b>32</b>	
<b>SUBTOTAL</b>				<b>\$ 4,844.00</b>

#### DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 25	1	\$ 25
Postage	LS	\$ 50	1	\$ 50
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100	1	\$ 100
Travel	LS	\$ 100	1	\$ 100
<b>SUBTOTAL</b>				<b>\$ 275.00</b>

#### SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Ground Surveying	LS	\$ 31,650	1	\$ 31,650.00
Geotechnical Investigation	LS	\$ 9,573	1	\$ 9,573.00
Exterior Wayfinding Design	LS	\$ 32,850	1	\$ 32,850.00
<b>SUBTOTAL</b>				<b>\$ 74,073.00</b>

**TOTAL PRELIMINARY AIP ELIGIBLE COST:** \$ 79,192.00

## EXHIBIT 'A'

### MANHOUR ESTIMATE

#### GENERAL AVIATION PARKING LOT REHABILITATION (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2003

November 18, 2020

#### DESIGN PHASE (04) - AIP ELIGIBLE

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	T3 \$ 87	AD5 \$ 80	AD3 \$ 66
<b>PLANS</b>											
Cover Sheet	0	1	0	0	0	1	1	0	0	0	0
Construction Safety & Phasing Plan (1)	1	4	0	2	0	4	8	4	0	0	0
Overlay Plan (4)	2	4	0	4	0	12	20	40	0	0	0
Marking Plan (4)	1	4	0	4	0	6	8	4	0	0	0
Marking Details (1)	0	2	0	2	0	2	4	2	0	0	0
Miscellaneous Details (1)	1	2	0	2	0	4	4	2	0	0	0
<b>DESIGN</b>											
Sequence of construction	2	4	0	2	0	6	2	0	0	0	0
Construction safety and phasing plan	2	2	0	2	0	12	6	2	0	0	0
Overlay design	2	4	0	4	0	6	10	16	0	0	0
Marking design	0	1	0	0	0	2	2	2	0	0	0
City submittals	0	2	0	0	0	4	2	0	0	0	2
Specifications	2	8	0	0	0	0	8	0	0	0	8
Quantities	0	2	0	2	0	4	4	2	0	0	0
Quality assurance	4	6	0	2	0	0	0	0	0	0	0
Revisions	1	2	0	2	0	4	6	4	0	0	2
<b>MANHOUR TOTAL</b>	<b>18</b>	<b>48</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>67</b>	<b>85</b>	<b>78</b>	<b>0</b>	<b>0</b>	<b>12</b>

#### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	18	\$ 4,500
Project Manager	PM	\$ 205	48	\$ 9,840
Senior Planner	SP	\$ 151	-	\$ -
Engineer V	E5	\$ 172	28	\$ 4,816
Engineer IV	E4	\$ 139	-	\$ -
Engineer II	E2	\$ 105	67	\$ 7,035
Engineer I	E1	\$ 80	85	\$ 6,800
Technician V	T5	\$ 127	78	\$ 9,906
Technician III	T3	\$ 87	-	\$ -
Admin. Assistant IV	AD5	\$ 80	-	\$ -
Admin. Assistant III	AD3	\$ 66	12	\$ 792
	Total		336	
<b>SUBTOTAL</b>				<b>\$ 43,689.00</b>

#### DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ 200	1	\$ 200.00
Travel	LS	\$ 300	1	\$ 300.00
<b>SUBTOTAL</b>				<b>\$ 700.00</b>

**TOTAL DESIGN AIP ELIGIBLE COST:**

**\$ 44,389.00**

## EXHIBIT 'A'

### MANHOUR ESTIMATE

#### GENERAL AVIATION PARKING LOT REHABILITATION (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2003

November 18, 2020

#### BIDDING PHASE (05) - AIP ELIGIBLE

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	T3 \$ 87	AD5 \$ 80	AD3 \$ 66
Coordinate advertisement	0	0	0	0	0	1	0	0	0	1	0
Distribute bid documents	0	0	0	0	0	0	2	0	0	2	2
Prebid meeting	0	4	0	0	0	2	0	0	0	0	0
Bidder question & answers	2	2	0	0	0	8	2	0	0	2	2
Prepare addenda	2	2	0	0	0	8	2	4	0	4	4
Bid opening, tabulation	0	1	0	0	0	2	0	0	0	0	1
Recommendation of Award	0	1	0	0	0	1	0	0	0	0	1
<b>MANHOUR TOTAL</b>	<b>4</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>9</b>	<b>10</b>

#### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	4	\$ 1,000
Project Manager	PM	\$ 205	10	\$ 2,050
Senior Planner	SP	\$ 151	0	\$ -
Engineer V	E5	\$ 172	0	\$ -
Engineer IV	E4	\$ 139	0	\$ -
Engineer II	E2	\$ 105	22	\$ 2,310
Engineer I	E1	\$ 80	6	\$ 480
Technician V	T5	\$ 127	4	\$ 508
Technician III	T3	\$ 87	0	\$ -
Admin. Assistant IV	AD5	\$ 80	9	\$ 720
Admin. Assistant III	AD3	\$ 66	10	\$ 660
		Total	65	
<b>SUBTOTAL</b>				<b>\$ 7,728.00</b>

#### DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Copying	LS	\$ 1,500	1	\$ 1,500.00
Reproduction	LS	\$ 2,000	1	\$ 2,000.00
Advertisement	LS	\$ 1,800	1	\$ 1,800.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 250	1	\$ 250.00
Travel	LS	\$ 200	1	\$ 200.00
<b>EXPENSE DESCRIPTION</b>				<b>\$ 5,950.00</b>

**TOTAL BIDDING AIP ELIGIBLE COST: \$ 13,678.00**





# Service Provider Contract Option

- Rider Transit is in the last year of the initial 5 year contract term with Transdev
- There is a single 5 year option on the contract
- Rider Transit has an aging fleet that is due for replacement with no means to do so at the moment
- Staff conducted an Independent Cost Estimate (ICE) analysis of other transit systems with Operations Contracts

# Service Provider Contract Option

- Current year hourly rate for Fixed Route service = \$65.07/hr
- ICE Fixed Route service hourly rate range = \$52.46/hr - \$91.00/hr
- Current year hourly rate for Paratransit service = \$75.93/hr
- ICE Paratransit service hourly rate range = \$40.69/hr - \$79.99/hr

5 Year Option Fixed Route Hourly Range = \$64.74 - \$71.12

5 Year Option Paratransit Hourly Range = \$76.65 - \$85.09

**Recommendation:** Approve exercising the 5 year option on the current Service Provider contract.

CONNECTING COMMUNITY



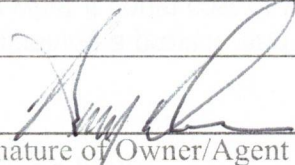
Concord Kannapolis Area Transit

**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**

(Please type or print in black ink)

1. Name of development: ARBOR OAKS
2. Name and address of owner(s)/developer(s): HENRY: MACHEL MIMS (UNDER CONTRACT) 8618 ARBOR OAKS CIRCLE
3. Owner(s)/developer(s) telephone: 803.640.1893 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: \_\_\_\_\_
5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_
7. Name and address of person to whom comments should be sent: HENRY MIMS  
8049 FRONT PARK CIRCLE, HUNTERSVILLE NC 28078
8. Telephone number of person to whom comments should be sent: 803.640.1893  
Fax: \_\_\_\_\_
9. Location of property: LOT #13 8618 ARBOR OAKS CIRCLE
10. Cabarrus County P.I.N.#: 4681-76-3144-0000
11. Current zoning classification: \_\_\_\_\_
12. Total acres: 2+ acres Total lots proposed: \_\_\_\_\_
13. Brief Description of development: NEW HOME CONSTRUCTION
14. Proposed Construction Schedule: JANUARY 2021
15. Type of Service requested: WATER SERVICE TO HOUSE

12-15-2020  
Date

  
Signature of Owner/Agent  
HENRY MIMS  
Name (printed)

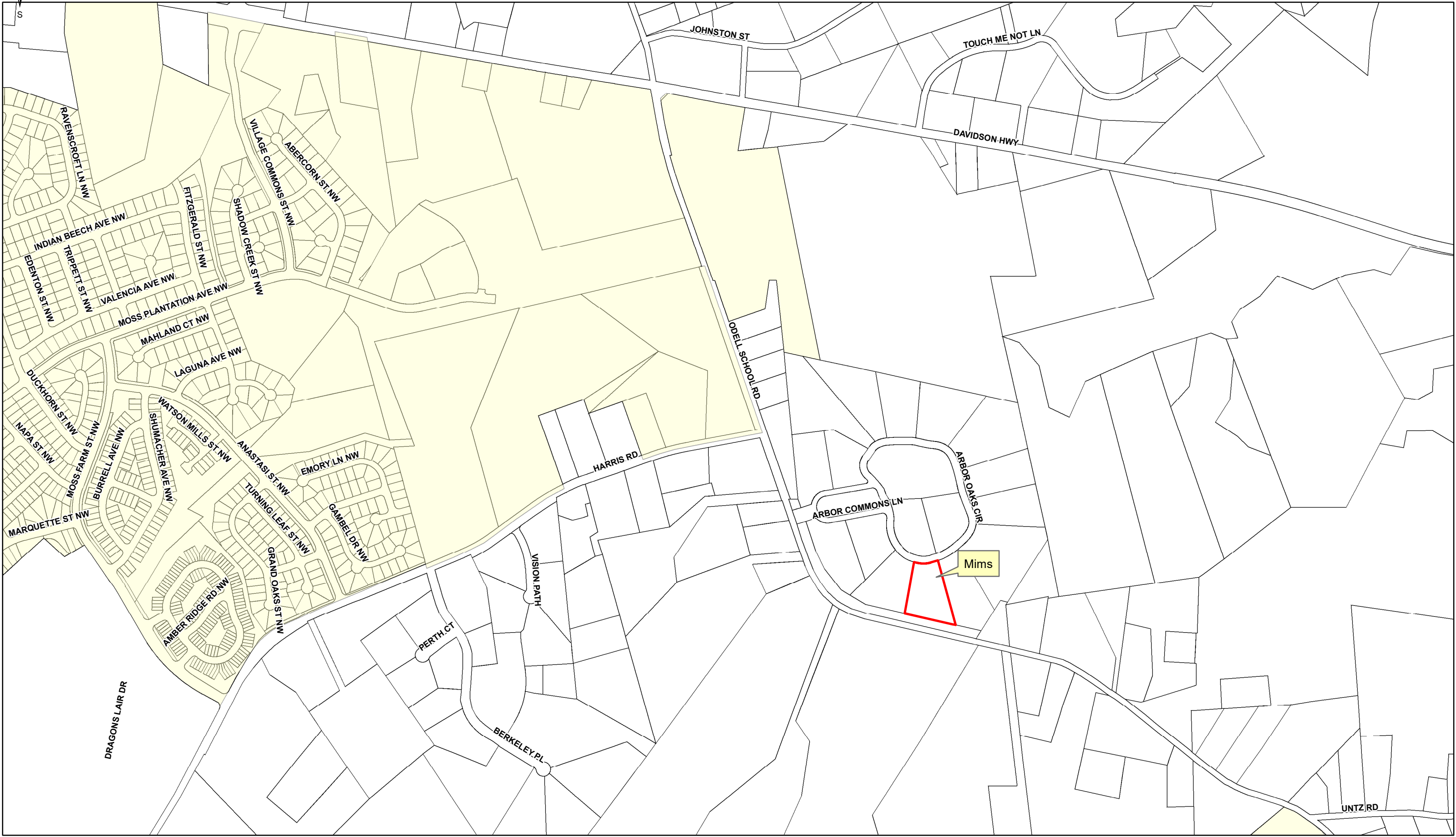
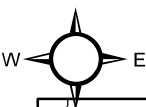
**NOTE:** By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

<b>Staff Use Only:</b>	
Received by: _____	Date: _____





# Preliminary Application



Northwest Community Park

# ADDENDUM

**Addendum No.1**  
**12/22/2020**

This Addendum No. 1 is attached to and made part of the Standard Form of Agreement for Professional Services dated June 16, 2020, (City PO # 129664 dated 7/14/2020), as executed by and between the City of CONCORD and Woolpert North Carolina PLLC. The following modifications are identified and made, and become effective as of \_\_\_\_\_ [Date]:

- Surveying Scope and Fee, Attachment A

The parties agree to amend the Standard Form of Agreement for Professional Services dated June 16, 2020, (City PO # 129664 dated 7/14/2020), by way of this Addendum No. 1, as shown above and/or attached hereto. *Except as expressly contained and amended herein, all other terms, agreements and conditions, as contained and set forth in the Contract are hereby affirmed and ratified.*

*Services and/or Work intended to be modified by this Addendum will only commence upon the full execution of this Addendum, and when returned to the above-identified Woolpert personnel.*

**IN WITNESS WHEREOF**, this Agreement is accepted as of the date first written above.

CITY OF CONCORD:

Woolpert North Carolina PLLC

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

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

City Manager

Signature of President/Vice President/Manager/Partner

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

Printed Name: Andrew R. Pack, PLA, ASLA

Title: Vice President

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

ATTEST BY:

ATTEST: \_\_\_\_\_

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

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

Signature of Vice President, Secretary, or other officer

Printed Name: Flint Holbrook, PE, PH

Title Senior Vice President

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.

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Signature





# Addendum No. 1

**To:** Jason T. Pauling, AICP  
Senior Planner, City of Concord Parks & Recreation Dept.

**From:** Andrew R. Pack, PLA, ASLA  
Project Director, Vice President

**Date:** December 22, 2020

**Subject:** Northwest Community Park – Survey Services (Addendum No 1)

The attached surveying scope of work dated 12/17/2020 is from Woolpert’s sub consultant, Henson Foley. This scope is for surveying the proposed Northwest Community Park property (Tax Parcels # 46800238327, 4680332486 and 4680432510) along the westerly side of Cox Mill road in Concord, North Carolina. These services include a boundary survey, topographic, tree and wetlands overlay mapping. The following is a breakdown of the costs for this addendum:

**Lump Sum Summary:**

Henson Foley’s Proposal Costs:	
Boundary Survey .....	\$12,900.00
Topographic Survey .....	\$33,500.00
Tree Survey.....	\$22,100.00
Wetlands Survey.....	<u>\$2,100.00</u>
Sub Total.....	\$70,600.00
Woolpert’s Administrative Markup (10%).....	\$7,060.00
Allowance (surveying TBD- i.e. unknown sewer creek crossing/ ped. bridge).....	<u>\$15,000.00</u>
<b>Total.....</b>	<b>\$ 92.660.00</b>



## AGREEMENT

### between Client and HensonFoley Design, Inc.

This Agreement, effective as of December 17, 2020 is between Woolpert located at 11301 Carmel Commons Boulevard Suite 300 | Charlotte, NC 28226 (Client), and HensonFoley Design, Inc. for the following project: NW Community Park located in Concord/Cabarrus County NC. Tax Parcel #'s 4680238327, 4680332486 and 4680432510. The park property consists of three (3) parcels located along the westerly side of Cox Mill Road and is approximately 28.6 acres total. The total survey project area extends beyond the property as shown on the attached "Park Aerial Map – Survey Extents – AP – KT.pdf" and totals approximately 62 acres. Surveying consulting services will be in association with Dunbar Geomatics Group, PLLC. For purposes of this contract, "HF" shall refer to HensonFoley Design, Inc.

### Article 1 Basic and Additional Services

A. HensonFoley Design, Inc. Basic Services are:

#### TASK 1 – Surveying

##### A. BOUNDARY, TOPOGRAPHIC, TREE and WETLANDS MAPPING

###### Boundary Survey

Provide court house research, unless same is provided by the client or client's title lawyer, to the extent that the current record deed, plats, and recorded easements affecting the property are easily found in the public record. It should be understood that HF is not a title abstract company, and care will be taken to the standard of practice of a professional surveying company only.

A field reconnaissance of the property will be made to recover evidence of boundary corners, and evidence of property lines of the subject parcel. A field control traverse will be run around the perimeter of the subject parcel to locate such evidence, establish control for the project and locate improvements on and within 10' of the subject property. We will re-set any missing boundary markers. Our sub-consultant will mark the underground cabling of the underground utilities which we will locate along with the above ground appurtenances. The field work will be reduced in the office to be certain of its mathematical accuracy and to resolve, in a professional opinion, the location and final platting of the boundary. Unless requested by the client and defined in the original fee proposal, no boundary lines will be marked.

No excavation of any kind is proposed to locate buried objects. If in the course of its survey, HF's personnel should encounter what they might imagine is evidence of graves or other archeological items, they will note same on the property survey. Further work that may be generated by such evidence will be considered outside the scope of services for this contract, and will be provided on an hourly basis as defined herein.

This survey will be made in accordance with (a) the Standards of Practice for Land Surveying in North Carolina, pursuant to Title 21, Chapter 56, Section 1600 of the North Carolina Administrative Code. The boundary survey will be incorporated into a single map with the topographic survey described below. A stand alone Map of Boundary Survey will not be prepared.

### **Topographic Survey**

HF proposes to utilize a combination of photogrammetric mapping and ground survey methods to complete the topographic survey.

Our sub-consultant Avioimage Mapping Services (AMS) has obtained aerial photography to cover the mapping area. The aircraft was equipped with a precision digital aerial camera fitted with a 6" focal length. The photography was flown at 60% forward overlap, and will not contain any excessive tip, tilt, crab or cloud cover. The aerial photography was flown at 1800' AMT providing a Ground Sample Distance (GSD) of 0.18'

Map compilation will be completed at 1" = 50' plot scale with 1' contour intervals using our Softcopy Workstations. The digital data will be interactively captured and stored during the compilation process.

Features that will be captured by this scale of mapping are manholes, catch basins, power poles & lines, signs, water valves, fire hydrants, streets, curbs & sidewalks, houses, outbuildings, fences, shrubs, individual trees, drainage ways, and ditches.

Physical features obscured by vegetation, dark shadows, vehicles, etc. will not appear on the map. AMS does not guarantee that 100% of all features can be captured by photogrammetry.

Contours where ground surface is partially obscured will be dashed. If the contours cannot be plotted to within plus or minus the contour interval, they will be omitted. Field completion may be necessary to assure accurate ground elevation in these areas.

The mapping will be produced to National Map Accuracy Standards as published by the USGS for 1" = 50' scale mapping.

95% of all visible planimetric features will be within 1/40th of an inch of their correct coordinate positions, and no such well-defined features shall be in error by more than 1/20th of an inch.

95% of all contours on clear unobscured ground will be correct to within 1/2 of the contour interval. The remaining 5% will not exceed an error by more than the contour interval.

95% of all spot elevations on clear unobscured ground will be correct to within twenty-five percent of the specified contour interval, and none will be in error by more than fifty percent of that contour interval. No spot elevation will be guaranteed to an accuracy of better than 0.15', which is in accordance with National Map Accuracy Standards.

HF will establish six (6) horizontal and vertical ground control points for AMS to control the photogrammetric mapping.

HF will run a field topographic survey to supplement the photogrammetric mapping described above. We will obtain pavement elevations along the paved roadways within the survey extents. Our sub-consultant will mark the underground cabling of the underground utilities which we will locate along with the above ground appurtenances. We will also obtain ground elevations in the obscure areas as identified by AMS which is estimated to be approximately 3 acres. Obtaining elevations of submerged lands is beyond the scope of this survey. This should be suitable for mapping of 1' contours. We will locate and obtain pipe inverts of any storm drainage structures or sanitary sewer structures within the survey limits defined above. All elevations will be based on NAVD 88 and one site benchmark will be set. The field work will be reduced in the office to be certain of its mathematical accuracy and merged with the photogrammetric mapping data and boundary survey and Map of Boundary and Topographic Survey prepared.

This survey will be made in accordance with (a) the Standards of Practice for Land Surveying in North Carolina, pursuant to Title 21, Chapter 56, Section 1600 of the North

North Carolina Administrative Code. We will provide one (1) copy of the final signed survey plat in a PDF format and up to four (4) printed copies will be provided upon request. We will also provide a digital copy of the survey in an AutoCAD format.

The work will be deemed complete when HF delivers its final signed and sealed plat of survey to the client or client's representative. Any changes to that drawing, requested by the client or the client's representative after that delivery, will be considered as "out of scope" and at additional cost defined by time and materials at the hourly rates contained herein. Technical or scrivener errors detected after delivery of the sealed drawing will be corrected and reprinted at HF's expense. It is not HF's prerogative to record documents; therefore, the boundary survey remains the copyrighted property of HF and is only made available to the client as copies. Recording of any plats are at the client's discretion and expense.

### **Tree Survey**

HF will also field locate trees on the subject parcel and add them to the aforesaid map of survey using the following guidelines provided. A "Tree Survey Color Map.png" is attached for reference.

- 1) 12" DBH and greater within the 15' buffer along the northerly and easterly property lines as shown in red on the attached map provided.
- 2) 12" DBH and greater within the 8' buffer along the southerly property line as shown in purple on the attached map provided.
- 3) 18" DBH and greater on that portion of the property outside the floodplain as shown in white on the attached map provided and being approximately 16 acres.
- 4) 24" DBH and greater on that portion of the property within the floodplain as shown in blue striped, blue and yellow on the attached map provided and being approximately 12 acres.

### **Wetlands Overlay Mapping**

HF will overlay the wetland mapping provided by the client in a digital format onto the survey prepared in Items 1.A. and 1.B. above. The wetland mapping must be provided in an AutoCAD format and be based on the North Carolina State Plane Coordinate System, NAD 83/2011 datum. The coordinate values must also be identified as grid or ground. If the later the combined grid factor and point of localization must also be provided.

## **B. Additional Services beyond the Basic Services outlined may be provided if confirmed in writing.**

Services not specifically included in Section 1. Scope of Services will be performed as additional services on an hourly basis, plus reimbursable expenses in

accordance with our Rate Schedule in effect at the time services are rendered. A copy of our current rate schedule is enclosed with this Agreement. Services and fees provided in this Agreement are based upon governmental rules, regulations and policies in effect at the time of execution of this Agreement. Should changes take effect during the period services are being performed and result in additional HF work requirements, this Agreement will be modified by approval of the parties. In addition, HF will perform additional services beyond the work described within this Agreement as requested and authorized by the Client. When such work can be identified in advance, HF will provide reasonable estimate for such work and will obtain written authorization.

- C. Excluded Services are not a part of HensonFoley Design, Inc. Basic or Additional Services and are the responsibility of others. Excluded Services shall include all services not expressly listed herein as Basic or Additional Services including, but not limited to, the following:

**Outside services not specifically included in this Agreement are as follows:**

- A. Legal Services;
- B. Title Searches or Abstracting;
- C. Engineering analysis or certification;
- D. Land Platting;
- E. Construction Staking;
- F. Wetland delineation or location;
- G. Services not specifically described in Section 1. of this Agreement.

- D. HensonFoley Design, Inc. agrees to provide its professional services in accordance with generally accepted standards of its profession.

## Article 2 Client's Responsibilities

- A. Client agrees to provide HensonFoley Design, Inc. with all information, surveys, reports, environmental reports, and professional recommendations and any other related items requested by HensonFoley Design, Inc. in order to provide its professional services. HensonFoley Design, Inc. may rely on the accuracy and completeness of these items.

- B. Client agrees to advise HensonFoley Design, Inc. of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- C. Client will pay for all permitting fees and for necessary permits and from authorities with jurisdiction over the Project.
- D. Client agrees to provide the items described in Article 2.A and to render decisions within ten days of a request from HensonFoley Design, Inc. for said items or for said decision, so as not to delay the orderly and sequential progress of services.
- E. A title search of the property done by an attorney.
- F. Any recorded or unrecorded easements or encumbrances other than as shown on the referenced plat.

### **Article 3 Estimated Schedule and Project Budget**

- A. HensonFoley Design, Inc. shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule, and HensonFoley Design, Inc. shall not be responsible for any consequential or incidental damages, or any damages, which arise due to reasons beyond the control of the HensonFoley Design, Inc..
- B. As of the date of this Agreement, Client's Project schedule has not been established. Client agrees to promptly notify HensonFoley Design, Inc. if Client's schedule changes. Client acknowledges that significant changes to the Project schedule, project budget, or to the Project's scope may require Additional Services of HensonFoley Design, Inc.. No additional services shall be required of HensonFoley Design, Inc. unless agreed to by other parties and evidenced by a written change order executed by the parties hereto. HensonFoley Design, Inc. shall not be responsible for any matter arising from or related to the budget or construction schedule, or any changes hereto as may arise from time to time.

Any recorded or unrecorded easements or encumbrances other than as shown on the referenced plat

## Article 4 Compensation and Payments

- A. Client agrees to pay HensonFoley Design, Inc. as follows:  
Basic Services-Client shall pay HensonFoley Design, Inc. a lump sum fee as outlined below:

Compensation for work performed under Article 1 Scope of Services above will be a Lump Sum plus direct and out of pocket expenses in the following amount.

<b>BOUNDARY SURVEY</b>	<b>\$ 12,900.00</b>
<b>TOPOGRAPHIC SURVEY</b>	<b>\$ 33,500.00</b>
<b>TREE SURVEY</b>	<b>\$ 22,100.00</b>
<b>WETLANDS OVERLAY</b>	<b>\$ 2100.00</b>

The above fees are for providing Items in Article 1 above one time only. Any requests outside of the scope of services in Item 1. will be provided on a time and material basis in accordance with our rate schedule in effect at the time services are rendered. A copy of our current rate schedule is included.

The above fees do not include direct and/or out of pocket expenses, which will be billed at cost plus 5%. Direct and out of pocket expenses include, but are not limited to, reproduction costs, courier or overnight delivery services, transportation expenses, submittal fees, recording fees, etc.

- B. Reimbursable Expenses include, but are not limited to:  
reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel.
- C. HensonFoley Design, Inc. shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice. Client agrees to pay all fees associated with collection of unpaid invoices.

## Article 5 Termination

- A. Either Client or HensonFoley Design, Inc. may terminate this Agreement upon seven days written notice.



- B. If terminated, Client agrees to pay HensonFoley Design, Inc. for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than three days' written notice, HensonFoley Design, Inc. may suspend the performance of its services if Client fails to pay in full for services rendered or expenses incurred. HensonFoley Design, Inc. shall have no liability because of such suspension of services or termination due to Client's nonpayment. A failure of HensonFoley Design, Inc. to exercise the rights hereunder shall not constitute waiver.

## **Article 6 Dispute Resolution**

- A. Except with respect to Paragraphs 5 and 8 hereunder, which are expressly excluded herefrom, the parties agree that, in the event of a controversy between or among the parties that they are in good faith unable to resolve with respect to any matter arising out of this Agreement, such matter shall be settled by arbitration in Charlotte, North Carolina in accordance with the commercial rules then obtaining of the American Arbitration Association. The decision of the arbitrator or arbitrators shall be final and conclusive and there shall be no appeal from the decision other than for those grounds set forth in applicable North Carolina law regarding arbitration. Judgment upon such decision may be entered in any court of competent jurisdiction, or application may be made to such court for confirmation of such decision, or judicial acceptance thereof, for an order of enforcement or for any other legal remedies, which may be necessary to effectuate the decision. Any costs, fees and expenses of the arbitrators and the arbitration filing fees shall be shared equally by the parties involved, but otherwise each party shall bear its own arbitration cost including, without limitation, its own costs of preparation, attorneys fees and expert witnesses. A demand for arbitration pursuant to this Paragraph, for any dispute arising hereunder, may not be made after the date when such dispute would be barred by the applicable statute of limitations.

## **Article 7 Use and Ownership of HensonFoley Design, Inc. Documents**

- A. Upon the parties signing this Agreement, HensonFoley Design, Inc. grants Client a nonexclusive license to use the documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement, and provided, neither party has terminated this agreement as permitted herein. No other license is implied or granted under this Agreement. All instruments of



professional service prepared by HensonFoley Design, Inc., including but not limited to, drawings and specifications, are the property of HensonFoley Design, Inc.. These documents shall not be reused on other projects without HensonFoley Design, Inc. written permission. HensonFoley Design, Inc. retains all rights, including copyrights, in its documents. Client or others cannot use documents to complete this Project with others unless HensonFoley Design, Inc. is found by a court of competent jurisdiction to have materially breached this Agreement.

## Article 8 Miscellaneous Provisions.

- A. This Agreement is governed by the law of the State North Carolina without regard to conflicts of laws.
- B. This Agreement is the entire and integrated agreement between Client and HensonFoley Design, Inc. and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and HensonFoley Design, Inc..
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor HensonFoley Design, Inc. shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, HensonFoley Design, Inc. shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with the documents.
- F. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly

due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- G. Client and HensonFoley Design, Inc. waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. HensonFoley Design, Inc.. waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against HensonFoley Design, Inc. for claims, disputes or other matters in question arising out of or relating to the Project.
- H. To the extent damages are covered by property insurance during construction, Client and HensonFoley Design, Inc. waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or, HensonFoley Design, Inc. as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- I. If this Agreement is not signed and returned to HensonFoley Design, Inc. within thirty days, the offer to perform the described services may, in HensonFoley Design, Inc. sole discretion, be withdrawn and be null and void.

**HensonFoley Design, Inc.**



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Date: December 17, 2020

Client: \_\_\_\_\_

**Woolpert**

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

**STANDARD FORM OF AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of July, 2020, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 26 Union Street, South, Concord, North Carolina, and Woolpert, North Carolina, PLLC a Landscape Architecture, Architecture, Engineering and Geospatial professional services located at 11301 Carmel Commons Blvd., Suite 300, Charlotte, North Carolina 28226.

WITNESSETH:

WHEREAS, the Contractor is engaged in the business of performing consulting services relating to professional landscape architecture, architecture, and engineering matters; and

WHEREAS, the City desires to contract with the Contractor to perform such services for the City's project known as NORTHWEST PARK MASTER PLAN located at 1252 Cox Mill Road; and

WHEREAS, the City intends for the Contractor to be the designer of record for the NORTHWEST PARK project through completion of construction. This project is projected to be designed over several years by the Contractor in sequencing stages (i.e. master planning, due diligence, construction documents, bidding and construction observation). The City shall issue addendums under this Agreement for the phases as mutually agreed to and executed by the City and Contractor. The City shall request scope and fee for the Contractor to provide a proposal for the services to be included in such addendums.

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 initial professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". 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.

**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 consistent with the standard of care, 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 services and related services through mutually executed change orders ("Addendum(s)") 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. As respects any consultant hired by Contractor, Contractor shall assume responsibility for any such consultant's failure to furnish and perform the Work in accordance with this Agreement in the same manner as if same was performed by Contractor.

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 work; or for any decision made on interpretations or clarifications by the City of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

**Sec. 3. Project Site.** In advance of any testing or other subsurface site investigation by Contractor, Contractor will contact the state's call before you dig agency to obtain utility provider markings of utilities located on the Project Site and will contact the City to obtain information regarding the presence and accurate location of hidden or obscured man-made objects known to the City.

**Sec. 4. Time of Service.** The Contractor shall commence work within **thirty (30)** days of the date of its receipt of written Notice to Proceed from the City. The date that is **thirty (30)** days 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 **two hundred and forty (240)** calendar days of the Commencement Date. The date that is **two hundred and forty (240)** calendar days from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to terminate 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 outlined in Exhibit "A." The Contractor shall be held accountable for direct 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 in law or equity. Notwithstanding, the Contractor shall not be responsible for any delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, terrorism, pandemic, City or other governmental delay, and third-party labor shortages. In the event of such delays, the schedule shall be equitably adjusted

**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 may charge the Contractor with direct damages 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 as provided herein. 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	\$100,000 each accident, \$100,000 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 checked="" 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	For Non-Hazardous Activities: \$1,000,000 per claim / \$1,000,000 annual aggregate  For Hazardous Activities: <input type="checkbox"/> For contracts less than \$100,000 – \$2,000,000 per claim / \$2,000,000 annual aggregate <input type="checkbox"/> 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 contract and thereafter on an annual basis. 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 contract remains in effect.

B. 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.

C. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

**Sec. 8. Indemnification/Liability.** Contractor shall indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against charges to the extent caused by the negligent acts or omissions or intentional misconduct 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. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties expenses, interest, reasonable defense attorney's fees, and assessed 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. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement. Neither party shall be liable to the other for any consequential, special, indirect, punitive, or incidental damages arising out of this Agreement. Further, the employees of either party shall not be personally liable for any damages in the performance of this Agreement.

**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. Notwithstanding, the obligations of this paragraph shall not apply in the event of reuse or modification of the Contractor's deliverables by or through the City.

**Sec. 10. Documents.** Except as provided otherwise herein and provided that Contractor receives payment in full for Services rendered, 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 for the Project. Notwithstanding anything to the contrary herein, the Contractor shall retain its ownership rights to any previously developed details, specifications, data, and documentation that may be provided as a deliverable or incorporated into a deliverable although the City shall receive a non-exclusive license to use such previously developed items in connection with the use of the deliverables as a whole. All documents prepared by the Contractor for the City are subject to public records requirements, and the Contractor or the City will not assume any responsibility for any third party's use of the documents that are produced.

**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 contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.
- (e) Exhibit "E" – Sample Addendum

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the City has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the City Manager or a duly authorized representative of the City Manager.

**Sec. 12. Strict Compliance.** A party 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 pertaining to dissolution or suspension of incorporation, 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, terminate the Agreement. In the event of an acquisition or name change, the City may 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, fax, or certified United States mail, return receipt requested, addressed as follows:

**To the City:**

Bob Dowless, Director  
City of Concord  
P.O. Box 308  
Concord, NC 28026  
Fax Number: (704) 792-1971

VaLerie Kolczynski, Esq.  
City Attorney  
PO Box 308  
Concord, NC 28026

**To the Contractor:**

Andrew Pack, Project Director  
Woolpert North Carolina, PLLC  
11301 Carmel Commons Blvd.,  
Suite 300  
Charlotte, NC 28226

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, 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 calendar day following the day on which such notice or other communication is deposited with the US Postal Service with return receipt requested, 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, and 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 either party 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 so as 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 contract. 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. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX 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 CONTRACTS.

G. EEO Provisions. During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. No Third Party Right Created. This Agreement is intended for the benefit of the City and the Contractor and not any other person.

I. 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.

J. 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 the City Manager or other duly authorized official signs it for the City. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the parties pertaining to the subject matter of this Agreement. 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.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

M. Additional Services/Addendum. The Contractor and Client agree the intended scope of service is limited to that described within Exhibit A, as may be supplemented from time to time by separate addendums, which will always intend to reference and incorporate this Contract. City agrees that the Contractor is entitled to additional fees for any additional service the Contractor furnishes for the benefit of the Project, provided that such service is not required due to the Contractor's error or omission. The Contractor agrees to inform the City of any additional service it deems necessary, and to receive the City's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service. Attached is Exhibit "E" as an example of an addendum to be executed for additional sequenced design scope of work stages of the project.

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.

**[SIGNATURE PAGE(S) FOLLOW]**

Woolpert, North Carolina, PLLC Inc.

(Typed or Printed Legal Name of Contractor)

CITY OF CONCORD:

By: [Signature]  
City Manager

Date: July 16, 2020

ATTEST BY:  
[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Attorney for the City of Concord

By: [Signature]  
Signature of President/Vice President/Manager/Partner

Printed Name: Andrew R. Pack

Title: Vice President

Date: 07.16.2020

ATTEST:  
BY: [Signature]  
Signature of Vice President, Secretary, or other officer

Printed Name: Flint Holbrook

Title: Senior Vice President

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]  
Signature

**EXHIBIT "A"**

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and Woolpert, North Carolina, PLLC dated 5, 22 2020

**Scope of Services:**

The proposed Northwest Community Park is located at 1252 Cox Mill Road in Concord, NC and consists of approximately 28.6 acres. The property consists of a mix of floodplain, wetlands and is heavily forested with three existing (3) structures onsite. This initial scope is for Woolpert to prepare a park master plan through public participation while working very closely with the City staff. The scope will include, project meeting, research, analysis of data, and public participation for master planning as per Woolpert's written scope of services dated May 22, 2020.

**Fee for Scope of Services:**

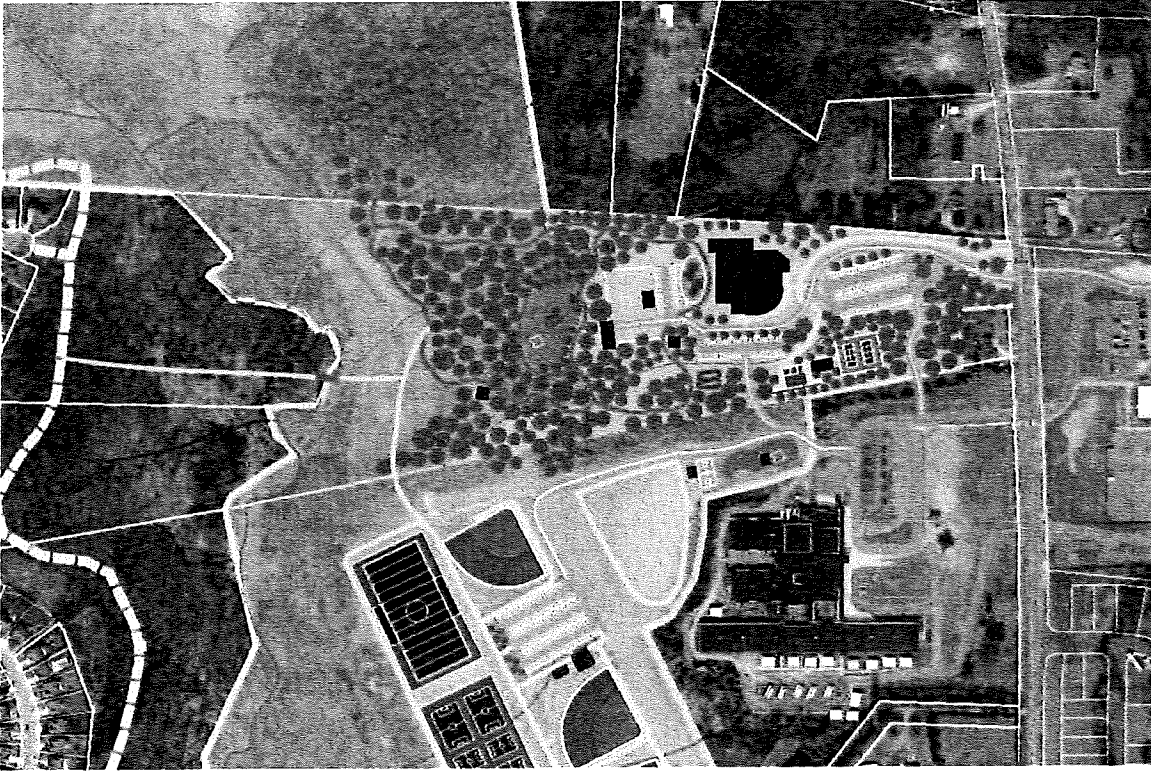
The fee for services shall not exceed \$83,820.00 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. It is understood however, that the City of Concord has no obligations to increase the not to exceed amounts nor shall Woolpert be obligated to render services once the not to exceed amount has been reached unless the parties mutually agree to increase the limit in an amendment or addendum to this Agreement. Fees for staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: Jason Pauling, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; Andrew R. Pack 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:

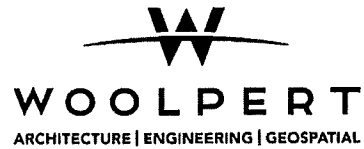
Exhibit A

# Northwest Community Park Master Plan Scope

City of Concord Parks & Recreation Department  
May 22, 2020



Woolpert, North Carolina, PLLC  
11301 Carmel Commons Blvd.  
Suite 300  
Charlotte, NC 28226







## Project Understanding

The proposed Northwest Community Park is located at 1252 Cox Mill Road in Concord, NC and consists of approximately 28.6 acres. The property consists of a mix of floodplain, wetlands and is heavily forested with three existing (3) structures onsite. This initial scope is for Woolpert to prepare a park master plan through strong public participation while working very closely with the City staff and a steering committee.

## Team Management

Woolpert’s management team is presented below:

- Project Manager: Katie Thayer, PLA, ASLA
- Project Director/ Principal: Andrew Pack, PLA, ASLA

City of Concord’s project representatives:

- Jason Pauling, AICP, Senior Park Planner
- Sheila Lowry, Deputy Director of Parks and Recreation

## Scope of Services

### Task 1 – Start-up Project Meeting

A. **Start-Up Project Meeting:** The Woolpert Team will assist with a start-up planning meeting with the Project Team that will include representatives from the Owner (City of Concord). Woolpert will meet with the team to outline and review: the anticipated master planning process; how the master planning process relates to the overall project schedule; available base mapping data; the timing of subconsultant services (survey, stream & wetland delineation, traffic impact analysis, etc.); and current programming needs already identified by the City or other studies. The meeting will cover the following information:

1. Confirm the goals and objectives of the vision, the desired project outcomes, for the project at this stage and upon project completion.
2. Project Issues / Challenges. The team can brainstorm potential issues and challenges with the project.
3. Prepare and review the project’s “risk / mitigation” matrix. This document, prepared by the design team and augmented by the Steering Committee, will be used throughout the design phases of the project.
4. Discuss responsibilities for the members of the Project Team and Steering Committee

**City of Concord**  
Parks & Recreation Dept.  
147 Academy Avenue NW  
PO Box 308  
Concord, NC 28026-0308

**Jason T. Pauling, AICP**  
Senior Planner  
P: 704-920-5641  
E: paulingi@concordnc.gov



5. Project Schedule (discuss any milestone dates, funding dates to proceed with the next project phase, etc.)
6. Discuss base map information to be used for the master planning phase of the project (any known existing survey(s), utility easements, historic information, boundary survey, as-builts etc.).
7. Identification of any City Standards to be incorporated into the design for the project, i.e., park elements, lighting, utility connections, and other site / building requirements.
8. Begin to identify stakeholders/ focus groups and the public engagement process for the master planning efforts of the project.
9. Discuss Optional Tasks not currently included in this Master Planning phase.
  - i. Required survey for use in the construction document phase of the design process.
  - ii. Traffic Impact Assessment (TIA) – start to define the scope of the study needs.
  - iii. Wetland and Stream preliminary delineation needs.

## Task 2 – Research and Analysis

- A. **Research and Analysis:** The Woolpert Team will collect background information through a process of inventory and analysis. It is recommended at this time that the Consultant use the City of Concord, NC and Cabarrus County, NC GIS to obtain base information. Other Investigative steps include:
1. Conduct on-site reconnaissance of the project area after notice to proceed, and prepare a photographic inventory keyed to a project aerial base map. Existing aerial photography shall come from NC OneMap unless the City or County has more recent imagery.
  2. Preliminary Wetlands Determination - A preliminary determination of the approximate boundaries of jurisdictional waters of the U.S., including wetlands and streams will be performed on the proposed park site after notice to proceed. Potential wetland areas will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and corresponding Regional Supplement.
    - i. During field review efforts, a Global Positioning System (GPS) capable of sub foot accuracy will be utilized to obtain reference points for potential wetlands, streams, and other notable natural resources features on site. Although this information can be used for preliminary project planning, it is intended for study purposes only. This task offers an approximate location of wetlands and streams that are subject to change following full delineation and verification by the USACE.
    - ii. Scoping letters will be forwarded to the State Historic Preservation Office (SHPO) and the U.S. Fish and Wildlife Service (FWS) for agency input regarding potential cultural resources and protected species issues, respectively. A database search of the N.C. Natural Heritage Program will also be completed. Responses are anticipated to be provided by the two agencies.
    - iii. A map depicting the findings of the potential jurisdictional waters determination will be prepared; a GPS data file of reference points will also be provided. A brief summary of findings/potential opportunities and recommended 'next steps' will be provided.
  3. Coordinate with the City of Concord Transportation Department and perform a transportation existing conditions assessment at the park property as the initial efforts toward a traffic impact analysis of the proposed park entrance along Cox Mill Road. Information that could be gathered includes traffic count research (AADT and Turning Movements); past studies/TIAs/forecast research; and school outreach for circulation patterns and bell schedules.
  4. Coordinate with City of Concord Engineering and Water Resource Departments to identify and confirm utility locations and connections. Also, work with City of Concord Water Resource Department and Planning Department to identify standards, review the permit process, and discuss areas for potential stormwater BMPs.



5. Study the City of Concord's 2016 Comprehensive Parks & Recreation Master Plan, the City's Open Space Connectivity Analysis, the City's Planned Greenways, the City's 2030 Land Use Plan, Cabarrus County's Master Plans, and any other plans in effect that the City of Concord may recommend. Chart the program needs that are applicable for the proposed park from these documents.
6. Coordinate with Cabarrus County Planning and Development, Cabarrus County Active Living & Parks, Cabarrus County Soil & Water Conservation, and Cabarrus County Schools.
7. Review adjacent land use, neighborhoods, easements, and proposed development and coordinate with developers for other projects under construction.
8. Identify pedestrian and vehicular connection locations with adjacent neighborhoods.
9. After the initial research and a site visit, Woolpert will prepare a site composite analysis and site suitability map, graphically showing the various opportunities and constraints of the park property. This analysis will be based upon natural factors (topography/wetlands/soil/vegetation, etc.) and cultural factors (existing structures, utilities, zoning, parking capacity, surrounding land uses, roads, etc.) of the property.

### Task 3 – Needs Assessment - Public Participation

- A. **Public Participation:** The Woolpert Team will coordinate with City of Concord staff to assist with conducting three (3) Steering Committee (Stakeholder) meetings, one day of all focus group meetings, and three public community workshops. Steering Committee (stakeholder) and focus group meetings may occur using virtual teleconferencing, or in a physical setting that allows proper adherence of CDC and City of Concord COVID-19 policies if necessary.
- B. **Steering Committee (Stakeholder) Meetings:** Woolpert will engage a previously identified group of stakeholders in a series of meetings interspersed within the master planning process. A maximum of 8 people are recommended for the Steering Committee. They will work alongside two Woolpert representatives, for a total number of 10 people.
  1. Meeting #1 – Discussion in this meeting will consist of the information to be presented in the first Community Workshop, identification of focus groups, and potential park programming anticipated by the Steering Committee.
  2. Meeting #2 – Woolpert will present the findings of the focus groups and first public community workshop as two conceptual master plans to be discussed with the Steering Committee in anticipation of sharing the plans with the public in workshop #2. An estimate of probable construction costs for each scheme will also be presented along with potential phasing if required by budget and/or schedule.
  3. Meeting #3 – Woolpert will present the final non-rendered master plan and associated estimate of probable construction costs and construction phasing and open the floor to evaluation and discussion with the Steering Committee. Steering Committee feedback will be incorporated into the final rendered Master Plan.
  4. Woolpert and City staff will coordinate with City Council members on their presence at certain meetings during the master planning process (i.e. focus group meetings, public workshops, etc.).
- C. **Non-Statistical Community Survey/ Questionnaire:** Woolpert will work with City staff to develop the content of a non-statistical survey/ questionnaire for the project, in a format approved by the City's Public Affairs Department. The team will tailor the survey specifically to the Northwest Community Park's park programming needs. This non-statistical community survey/ questionnaire will be self-selecting and therefore the results cannot be generalized to the entire population of Concord, as opposed to a statistically valid survey process. This online method is a complimentary tool to the in-person public



community workshops and focus group meetings to broaden public participation, especially during the current Covid-19 pandemic situation.

- D. **Focus Group Meetings:** Woolpert will work with City staff to facilitate a day of meetings with various focus groups with strong connections to the community and/or the park site. This could be athletics associations, representatives of the police department and emergency services, students/parents, potential programming or funding partners, adjacent neighborhoods/residents, etc. Focus groups will be identified at the Startup Meeting under Task 1.
- E. **Public Community Workshops:** Woolpert will engage the public through three community workshops at the different stages of the master planning process.
  - 1. **Meeting #1 –** The primary goal of this first meeting is to educate the public on the park site and the master planning process. Woolpert and the City of Concord will introduce the proposed project and the stages/phases of the entire project, with focus coming back on working toward a master plan. An interactive dialogue will ensue in which the community will start to identify needs, concerns, wants and issues. Woolpert will analyze the Community's needs and determine their compatibility with the site.
    - i. If it is possible to meet in person, it is anticipated that tables will be available to gather around, and that each table will have a copy of the scaled Suitability Map along with cut-out templates of various park elements (derived from 2016 P&R Comp. MP and staff) for participants to explore "park planning" their ideas for the park.
  - 2. **Meeting #2 –** Woolpert will present two conceptual master plan alternates for public review, feedback and comment. The story of the design alternates will be shared in the journey from analysis through public and focus group input and participation. At this time the project schedule could be revisited in conjunction with the conceptual plans to educate the public and set expectations. Woolpert will solicit any additional opinions and concerns generated from evaluation of the concepts.
  - 3. **Meeting #3 –** The goal of this last meeting is to present the preliminary master plan, reviewing the process of public participation to reinforce consensus.
- F. Woolpert will present the final rendered master plan to City Council toward their review and adoption of the park plan (see task 4, item 4 below).
- G. **Public Input Meetings/Presentations Format Options:** Woolpert proposes several alternate platform format options for hosting public meetings in lieu of an in-person, public forum should circumstances prevent physical meetings:
  - 1. Woolpert can pre-record presentations that are then posted on the City's website and tied to social media for advertising, with a link to a webpage where the public can leave input.
  - 2. Woolpert can conduct a live event/meeting broadcast over a teleconference stage with potential break out rooms.
  - 3. Woolpert can work with the City to find an appropriate space to host a longer, rolling public meeting timeframe in which residents following CDC recommendations can be allowed in groups of 9 to be socially distanced with either a Woolpert representative or City Staff member who can facilitate smaller group presentations/discussions.

## Task 4 – Master Planning

- A. **Conceptual Plans** (for Second Steering Committee and Public Meetings as noted in Task 3): The Woolpert team will begin to generate two (2) concepts in which they have tested ideas/visions of the desired programs and suggestions obtained from the start-up meeting through the first public meeting. The team will also prepare an estimate of probable construction costs for each scheme along with potential phasing ideas if required by budget and/or schedule.



- B. Preliminary Final Master Plan: The Woolpert team will prepare a preferred plan that will likely be a combination of the two conceptual plans. It will describe the intensity, nature and character of the development, assist the design process forward with managing expectations, outcomes and project costs, and respond to what was heard from the public along with current trends and opportunities. Program floorplan massing sketches in 2D of the proposed building(s) will be provided only. Master plan components will include the proposed uses and distribution of program elements. All of these tasks leading up to the final master plan will result in a prioritized park and recreation improvement plan toward park development. The final plan will be accompanied by preliminary costs and any add alternates to be considered within the projected total construction budget of the park.
- C. Master Plan Formal Presentation Meeting: Woolpert will issue the Preliminary Master Plan (graphic maps in AutoCAD) to the City (Steering Committee) for review and make final revisions to the plans. The team will submit all the final plan maps / graphics, including both hard copy and electronic formats. The graphics will be both full sized and at an appropriate scale. Woolpert will provide a final rendered site plan (at an appropriate scale, JPEGs and any PowerPoint information for use in marketing, etc.). In addition, the team will respond to edits that might have been identified for the massing building sketch of the proposed building(s). A more defined, rendered building perspective sketch is considered an optional task and listed below as item A.
- D. A final presentation will be held with City Council to present the findings of the master plan, along with the projected construction costs, phasing options and the projected implementation approach of the Phase-1 portion of the park development. Once it is approved by Council it will be designated as final.

Final Deliverables – Tasks 1 - 4:

1. Start-Up Meeting Minutes
2. Aerial Map with Site Photography
3. Map of Potential Jurisdictional Waters Determination
4. Composite Analysis Map of Cultural and Natural Factors
5. Site Suitability Map
6. Steering Committee Meeting Minutes
7. Focus Group Questionnaires and Meeting Minutes
8. Photographic documentation of the public engagement plans and group priority lists
9. Two Conceptual Plans
10. Exploratory Estimate of Probable Cost for Each Concept
11. Preliminary Final Master Plan & Final Master Plan
12. Preliminary Estimate of Probable MP Cost
13. Final Presentation

## Other Optional Tasks

- A. Building Rendering: The Woolpert team can provide a perspective view rendering of the proposed community/ recreation center for the project. This rendering will be a computer-generated rendering/ graphic and would likely be the front or street view elevation of the proposed building. This rendering will be a conceptual graphic only to help with the overall vision of the proposed facility to both the City Council and for the community.
- B. Building Programming: Woolpert would obtain the services from a national recreational programmer (i.e. Greenplay), to perform a program identification assessment. This assessment will review how well the City aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. Utilizing the community input, and preparing a demographic analysis, service provider analysis, and market definition, the Consulting Team will identify the recommended core programs for the proposed building (community/ recreation center and/or nature center). This will include key activities and programs for



participants, as well as the potential size of the core program and market positioning in the region. Another optional scoping item in addition to the programming, would be to include a Financial Plan/Pro-Forma for the building. This would include a space utilization summary based on detailed line item projections and detailed participation by program area.

- C. USACE Wetlands Delineation, Jurisdictional Determination, Permitting (404/401 Nationwide): It is anticipated that some disturbance will occur to the existing wetlands/onsite streams on the parcel with the proposed park development and possible sanitary sewer connection routing. It is recommended these services be reviewed immediately following the approval of the master plan in order to allow the design process to continue moving forward. Woolpert’s sub-consultant (STV) will prepare the services required for the wetland delineation, and any necessary permitting. These next steps include:
  1. Waters of the U.S. and Wetlands Delineations & Waters of the U.S. Boundary Verification/Jurisdictional Determination (JD)
  2. Section 404/401 Nationwide Permit
  
- D. Surveying : During the master planning phase, Woolpert will utilize the County’s/ City’s GIS mapping as the base mapping for the master plan. A physical survey will be required for construction documents and/or any other engineering reviews for the proposed development. It is recommended these services be reviewed immediately following the approval of the master plan in order to allow the design process to continue moving forward. In addition, survey any of the jurisdictional wetlands/ streams for the project area. Woolpert’s sub-consultant (Henson-Foley) will prepare the services as required for the project.
  
- E. Traffic Impact Assessment (TIA): It is recommended TIA services be reviewed immediately following the approval of the master plan in order to allow the design process to continue moving forward. Woolpert’s sub-consultant (STV) will prepare a TIA for the park site (+/- 2-4 intersections per park) to include the following:
  1. Develop trip generation estimates
  2. Conduct turning movement counts
  3. Assign trip distribution
  4. Determine Intersection Level of Service
  5. Prepare Technical memorandum

## Project Schedule

Woolpert shall perform the services as outlined in this proposal as expeditiously and consistent with professional skill and care and the orderly progress of the project. The schedule will be further discussed and provided at the start-up meeting, reviewed and redefined throughout each phase of the project as necessary. It is anticipated from the notice to proceed, Woolpert can complete the master planning services within six (6) months. The following is a tentative schedule:

Task / Item Description	Task Duration	Total Days	+/- Month
Task 1: Start-up Project Meeting	15 days	15 days	June
Task 2: Research and Analysis	30 days	45 days	July
Task 3: Needs Assessment - Public Participation	45 days	90 days	August - September
Task 4: Master Planning	45 days	135 days	October
Final Council Presentation	15 days	150 days	November





## Additional/ Optional Services

The following services are currently not anticipated for the master planning phase of the project, but many items listed most likely will be added to the contract as an addendum.

1. Providing construction documents, permitting, and construction administration.
2. Conduct any services for programming, staffing & community / recreation center business plan analysis / proforma.
3. Conducting additional project, stakeholder, focus group, community/workshops meetings or presentations not already stipulated in the scope of services.
4. Providing services for a statically formal survey/questionnaire.
5. Providing utility capacity studies and current as-built utility verification .
6. Providing environmental investigations not already stipulated in the scope of services.
7. Providing additional rendered drawings or models of the project not already stipulated in the scope of services.
8. Providing surveying services in connection with the project not already stipulated in the scope of services.
9. Providing any geotechnical, environmental engineering services .
10. Providing any design services or coordination with adjoining property owners or offsite infrastructure (i.e. utilities, roadway).
11. Providing additional drawings / maps for the project not already stipulated in the scope of services.
12. Providing services resulting from significant changes in the extent of the project.
13. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering/planning practices.

## Lump Sum Compensation

The following fees are based upon the aforementioned scope of work:

### Master Planning

Task 1 – Start-up Project Meeting .....	\$ 9,380.00
Task 2 - Research and Analysis .....	\$ 25,380.00
Task 3 - Needs Assessment - Public Participation.....	\$ 30,380.00
Task 4 – Master Planning.....	\$ 17,580.00
Other:	
Reimbursable Expenses .....	\$ 1,100.00

**Total .....\$ 83,820.00**

### Other Optional Tasks

A. Building Rendering .....	\$ 5,000.00
B. Building Programming .....	\$ 15,000.00
C. USACE Wetlands:	
1. Waters of the U.S. and Wetlands Delineations & Waters of the U.S. Boundary Verification/Jurisdictional Determination (JD) .....	\$ 15,500.00
2. Section 404/401 Nationwide Permit.....	\$ 17,250.00
D. Surveying .....	\$ TBD
E. Traffic Impact Assessment (TIA) .....	\$ TBD
F. Schematic Design, Design Development, Construction Documents and Permitting .....	\$ TBD
G. Bidding and Construction Administration .....	\$ TBD

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

\*\*\*\*\*

I, ANDREW R. PACK (the individual signing below), being duly authorized by and on behalf of WOLBERT NORTH CAROLINA PLC (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer 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 §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)  
a. YES X, or b. NO     .
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This 16<sup>th</sup> day of JUNE, 2020

Andrew R Pack  
Signature of Affiant  
Print or Type Name: ANDREW R. PACK

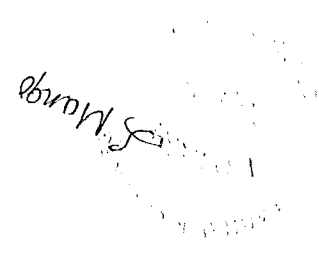
South Carolina Lancaster  
State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the 16<sup>th</sup>  
day of June, 2020.

My Commission Expires:  
11-26-23

J Mung  
Notary Public

(Affix Official/Notarial Seal)



**EXHIBIT "C"**

**TAX FORM(S)**

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Woolpert North Carolina PLLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>11301 Carmel Commons Blvd Ste 300</b>	Remit To: <b>PO Box 714874</b>
6 City, state, and ZIP code <b>Charlotte NC 28226</b>	<b>Cincinnati OH 45271-4874</b>
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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Employer identification number											
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9	4	-	3	4	5	0	9	6	3		

**Part II Certification**

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.

**Certification instructions.** 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>6/3/2020</b>
------------------	----------------------------	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CERTIFICATE OF INSURANCE**



WOOLINC-01

KGODWIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277      FAX (A/C, No): (703) 827-2279 E-MAIL Address: admin@amesgough.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Company</td> <td>19445</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Continental Casualty Company (CNA) A, XV</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company	19445	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Continental Casualty Company (CNA) A, XV	20443	INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b>  Woolpert North Carolina PLLC 4454 Idea Center Boulevard Dayton, OH 45430-1500															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OBJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	3118633	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	2446855	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	ZUP-31N10602-20-NF	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	X	11328672	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liab.			AEH288355072	3/1/2020	3/1/2021	Per Claim/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: NORTHWEST PARK DESIGN LOCATED AT 1252 COX MILL ROAD

The City of Concord is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

### CERTIFICATE HOLDER

City of Concord  
PO Box 308  
Concord, NC 28026

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Dan Howard*

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



EXHIBIT "E"

**SAMPLE ADDENDUM**

Addendum No. \_\_\_\_\_

This Addendum No. \_\_\_\_\_, is attached to and made part of the Standard Form of Agreement for Professional Services dated 7-16-2020 as executed by and between the City of CONCORD and Woolpert North Carolina PLLC. The following modifications are identified and made, and become effective as of 7-16-2020 [Date]:

<Describe specifically the modifications intended between the parties. Modifications may involve scope (additional/reduced scope), schedule, fee (lump/hourly/T&M/reimbursable), Addendum, etc.>

<Attachments may be referenced to specify the modification and should be separately referred in this Addendum and referred to as Attachment A, B, C, etc.>

The parties agree to amend the Standard Form of Agreement for Professional Services dated 7-16-2020, by way of this Addendum No. \_\_\_\_\_, as shown above and/or attached hereto. *Except as expressly contained and amended herein, all other terms, agreements and conditions, as contained and set forth in the Contract are hereby affirmed and ratified.*

*Services and/or Work intended to be modified by this Addendum will only commence upon the full execution of this Addendum, and when returned to the above-identified Woolpert personnel.*

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

CITY OF CONCORD:

Woolpert North Carolina PLLC

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

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

City Manager

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

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

Printed Name: Andrew R. Pack, PLA, ASLA

Kim J. Deason  
July 16, 2020

Title: Vice President

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

ATTEST BY:

ATTEST: \_\_\_\_\_

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

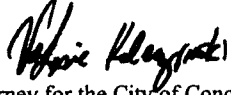
\_\_\_\_\_  
City Clerk

Signature of Vice President, Secretary, or other officer

Printed Name: Flint Holbrook, PE, PH

Title Senior Vice President

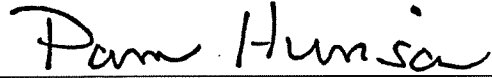
APPROVED AS TO FORM:



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 Council Agenda

Thursday, October 10, 2019  
6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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:**

September 10 and September 12, 2019.

**IV. Presentations**

**1. Presentation of a Proclamation to the Mecklenburg County Young Marines recognizing October 23-31 as Red Ribbon Week.** Red Ribbon Week is an annual campaign to bring awareness and dangers of illicit drug use in the communities. The theme for 2019 is "Send a message. Stay drug free". Young Marine Private, Victoria Gacek, will be in attendance to receive the Proclamation.

**2. Presentation of a Proclamation to Diane Snyder celebrating 30 years of service with the Cabarrus College of Health Sciences.**

**3. Presentation of a Proclamation to Dennis Testerman recognizing Sunday, October 13, 2019 as CROP Hunger Walk Day.** This year's annual walk will be held Sunday, Oct. 13 at Forest Hill United Methodist Church beginning at 2:00 p.m. (registration at 1:00 p.m.).

**V. Unfinished Business**

**VI. New Business**

**A. Informational Items**

**B. Departmental Reports**

**1. Presentation by Deputy Chief Jimmy Hughes on the City of Concord's reduction of crime rates.** Safewise.com and Backgroundchecks.org conducted studies to determine the safest cities in North Carolina. Concord was identified as the 16th safest city in one study and 17th safest city in the other study. The Police Department will present recent and historical crime statistics, explain methodology of the studies, and identify the contributing factors in lowering Concord's crime rate to a level not seen in over 20 years.

**C. Recognition of persons requesting to be heard**

**D. Public Hearings**

**1. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year / 85% tax based Economic Development Incentive Grant to Project Sebastian to locate at 8501 Westmoreland Drive NW in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Karis Cold Storage, LLC would construct an approximately 35,000 - 45,000 SF facility, expandable up to 75,000 SF, at 8501 Westmoreland Dr. NW (PIN 4690-06-3827). The new building represents an estimated \$9.5 million real property investment. Karis Cold Storage, LLC would lease the building to Inland Seafood, which

111

**Recommendation:** Motion to approve one of the four design options for the Union Streetscape Project in order to move forward with hiring an engineering firm for the project.

- 4. Consider approving Neighborhood Matching Grant requests submitted by Recognized Neighborhoods.** Through the City's Partnership for Stronger Neighborhoods program, recognized neighborhoods have the opportunity to participate in the Neighborhood Matching Grant Program. The purpose of the Neighborhood Matching Grant Program is to assist recognized neighborhoods with completion of projects and/or programs that will enhance their community or neighborhood association. Neighborhood organizations must match the funds requested with cash, in-kind donations of goods and services, or contributions of volunteer time. The maximum grant amount that may be requested for any project is \$3,000. The attached memorandum includes a brief description of each project recommended for funding. This is a second round of funding made available for FY20 after the initial round left some of the total grant budget of \$30,000 available.

**Recommendation:** Motion to award FY 2019-20 Neighborhood Matching Grants as requested by the following recognized neighborhoods: (1) \$3,000 – Brandon Ridge Homeowner's Association, (2) \$3,000 – Morris Glenn Homeowner's Association, (3) \$2,000 – Gibson Village Community Association, (4) \$272 – Residents of Historic Concord Neighborhood Association, and (5) \$74 – Beverly Hills Neighborhood Association.

- 5. Consider authorizing the City Manager to negotiate and execute a contract with the Houston Galveston Area Cooperative Purchasing Program for the purchase of a Pierce manufactured engine/pumper truck.** By using the government to government purchasing cooperative for the purchase of the fire apparatus, the City is able to purchase the apparatus for a total cost of \$604,820 while providing a chassis with the latest safety features available. Using the pre-pay method will result in a cost savings of \$17,739. The apparatus will be a replacement for Engine #2 and is approved in the FY19-20 budget in the amount of \$700,000.

**Recommendation:** Motion to authorize the City Manager to negotiate and sign a contract for the purchase of the Pierce apparatus using the Houston Galveston Area purchasing cooperative.

- \* **6. Consider authorizing the City Manager to proceed with the City Hall and Police Department generator relocation project and to adopt a project ordinance amendment to allocate funds for the project.** The Lansing Melbourne development will require relocating the generator to a new site. The current site is below the alley that runs behind the Police Department and City Hall. The new site is in-line and on the same level as the alley and the Lansing Melbourne development. The existing generator is 14 years old with an average useful life of 20 to 25 years. The generator does not have any sound attenuating properties. Thorburn Associates, acoustical engineers, performed acoustical measurements on the generator taking readings at the intake and at the discharge of the unit. Readings were as high as 102 and only as low as 95. The American Academy of Audiology rate sound in this range to be Very Loud, Dangerous over 30 minutes. Replacing the generator would allow for a design that would provide attenuation in the low to mid 70's range which the American Academy of Audiology rate as Loud, comparable to traffic or vacuums. A new generator with the most achievable attenuation would be beneficial to the residents of the Lansing Melbourne project as well as those that work in the Police Department and City Hall. Additionally, replacement would provide the highest reliability for two of the City's main operation centers, provide a longer service life and have cleaner emissions. The project will be comprised of new equipment to include a generator, construction, testing and engineering for a total amount not to exceed \$800,000. This is based on an estimate provided by Southeastern Consulting Engineers, Inc. Funds

for this project will come from unused monies designated for the construction of City Hall at 35 Cabarrus Avenue, West.

**Recommendation:** Motion to authorize the City Manager to proceed with the City Hall and Police Department generator relocation project and to adopt a project ordinance amendment to allocate funds for the project.

- 7. Consider adopting a resolution approving the Local Water Supply Plan.** NC General Statutes requires the Local Water Supply Plan be submitted every 5 years. This document is used to provide guidance for the future management of water supply to ensure the continued viability and support growth within our system.

**Recommendation:** Motion to adopt a resolution approving the Local Water Supply Plan.

- 8. Consider adopting the revised Traffic Calming Policy including the revised Speed Limit Change Supplemental Policy, Parking Restrictions Supplemental Policy and Speed Hump Supplemental Policy.** The City of Concord's Traffic Calming Policy was originally adopted in 2002 and was developed to guide City staff and to inform residents of the process for implementing traffic calming throughout the City. The original policy was revised over the years to include a Speed Limit Change Policy and No Parking Policy. These policies have been revised to include additional guidance concerning timelines, impacted areas, and provide for a more structured request process that will aid in tracking various requests. A supplemental policy concerning Speed Humps was created in order to give clear and less discretionary guidance to requests for speed bumps, humps and other vertical deflections. The guidelines in the revised policy will better assist City staff in providing a consistent response for the appropriate course of action upon receiving a citizen's request.

**Recommendation:** Motion to adopt the revised Traffic Calming Policy including the revised Speed Limit Change Supplemental Policy, Parking Restrictions Supplemental Policy and Speed Hump Supplemental Policy.

- 9. Consider adopting a resolution supporting the North Carolina Department of Transportation (NCDOT) abandonment of a public right-of-way.** The City of Concord realigned Wilshire Avenue years ago. The North Carolina Department of Transportation (NCDOT) would like to abandon the section of right-of-way where the old roadway was located. The City does have utility infrastructure in that area and would need to have a public utility easement retained if the right-of-way was abandoned.

**Recommendation:** Motion to adopt a resolution consenting to the release of a public right of way by the North Carolina Department of Transportation with the requirement that a public utility easement is retained.

- 10. Consider a preliminary application from Renee Steadman** In accordance with City Code Chapter 62, Renee Steadman has submitted a preliminary application to receive water service outside the City limits. The property is located at 2876 Country Home Road. The parcel is zoned CR and developed with a mobile home.

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

## **VII. Consent Agenda**

- A. Consider approving a License Agreement to Concord-Oriole LLC for the improvement and use of existing unimproved right-of-way.** Concord-Oriole LLC wishes to improve and use a portion of the currently unimproved right-of-way generally located where Quay Road ends adjacent to Interstate 85. The improvements will consist of parking facilities, and vehicular and pedestrian ingress and egress for a commercial development. In the event the City or NCDOT desire to fund and construct a transportation road project in the right-of-way, the license will terminate and the licensee will be required to remove any obstructions that may exist in the right-of-way



# Southeastern Consulting Engineers, Inc.

October 21, 2019

Ms. Susan Sessler  
Director of Building and Grounds  
City of Concord  
P.O. Box 308  
Concord, North Carolina 28026

Ref.: City Hall and Police Station Generator

The purpose of this letter is to summarize the scope of work, deliverables, and fee for the following project:

The City of Concord wishes to install a new 1250 KW Generator to feed City Hall and the Police Station. The existing generator will be removed and stored for future use.

The scope of work will include the following:

1. Design

**Phase I - Engineering Design:**

- 1) Design of a complete Standby Generation System including the following items:
  - General arrangement for the generator system including specific site requirements.
  - Specifications and drawings for the purchase and installation of one (1) 1250kW, 480V, high speed diesel generator with set mounted radiators in a sound attenuated enclosure.
  - Specifications for the purchase and installation of a new automatic transfer switch (ATS).
  - Specifications and drawings for the installation of generator enclosure and ATS on concrete pads.
  - Specifications and drawings for the installation of required grounding system for non-separately derived generation system.
- 2) Construction documents for the removal of the existing generator.
- 3) Provide all over current protective device settings to achieve proper coordination.
- 4) Drawings and specifications for the pre-procurement of the generator and the ATS. This equipment will be procured prior to installation design.



- 5) Prepare plans for review by the City of Concord electrical and inspections departments.
- 6) Prepare applications for City submittal for all required state and local permits necessary for the completion of the project.

**Bidding and Evaluation**

1. Preparation of Specifications for purchase of all new equipment by the City.
2. Secure proposals from equipment manufacturer.
3. Presentation of award recommendations to the City for equipment purchases.
4. Following the receipt of manufacturers' drawings for the structures and major equipment, preparation of the bid documents and contract papers for the purchase of any additional materials and equipment required for construction of the Project.
5. Preparation of bid documents for construction of the various parts of the project, including equipment foundations, grounding, control wiring, and wiring and interconnection.
6. Distribution of bid documents and solicitation of proposals from electrical contractors for construction.
7. Receipt of bids, preparation of bid tabulations, analysis of bids, and presentation of recommendations to the City for the award of all construction contracts. Preparation of construction contracts for execution by the City and general contractors.
8. Approval of equipment manufacturers' drawings to insure compliance with the specifications and to insure compatibility with the Project and detailed installation plans. Review of suppliers' invoices for correctness and approval for payment by the City.
9. Review of all contractors' invoices for correctness and approval for payment by the City.
10. Preparation of final "Record" drawings of the Project as actually constructed. Training of City's employees in the correct normal and emergency operation of the equipment shall be provided as required by the City.

**Construction Inspection**

1. Observation of construction and inspection of all installations to be sure that the construction is carried out in accordance with the plans and specifications as required by the City.
2. Performance of final inspection and operation tests to demonstrate correct operation and conformance with specified load and operation capability. This item includes testing of relays.
3. Issuance of a Certificate of Completion which shall certify the completion of the construction and compliance with specifications.
4. Attend generator commissioning and coordinate protective device testing with generator provider.

**Fee Schedule**

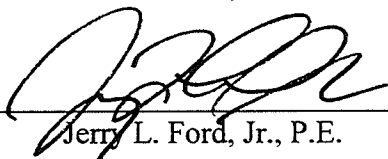
Design, Bidding, and Evaluation Services - Lump Sum	\$55,000
Construction Inspection Based on Per Diem Rates	<u>\$15,000</u>
Total Fees	\$70,000

We appreciate the opportunity to submit this proposal. If the proposal and scope of work meets with your needs, please sign and date this letter confirming your agreement.

Sincerely,

SOUTHEASTERN CONSULTING  
ENGINEERS, INC.

CITY OF CONCORD  
CONCORD, NORTH CAROLINA

By   
Jerry L. Ford, Jr., P.E.

By \_\_\_\_\_  
Susan Sessler

Title Treasurer

Title Director of Buildings and Grounds

Date 10/22/2019

Date \_\_\_\_\_

116



**CITY OF CONCORD**  
 35 CABARRUS AVE WEST  
 P.O. BOX 308  
 CONCORD, NC 28026-308  
 PHONE: (704) 920-5440  
 FAX: (704) 785-8856

**PURCHASE ORDER NO. 130224**

PAGE NO. 1

VENDOR 31632156  
 CAROLINA TRACTOR & EQMT COMPANY  
 DBA/POWER SYSTEMS  
 9000 STATESVILLE RD  
 CHARLOTTE NC 28260

**PDF Copy**

CITY OF CONCORD- B&G 4270  
 BROWN OPERATIONS CENTER  
 P 635 ALFRED BROWN JR COURT SW  
 CONCORD, NC 28025  
 T O ATTN:

ORDER DATE: 10/07/20	BUYER: SUSAN SESSLER	REQ. NO.: 342396	REQ. DATE:
----------------------	----------------------	------------------	------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			DIESEL GENERATOR SET		
			CATERPILLAR MODEL C32 =	482,953.00	
			SOURCEWELL CONTRACT #12617-CAT		
01	1.00		PER QUOTE 30666037 ISSUED BY DARIN WILSON ON 09/22/2020	482953.0000	482,953.00

117

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	482,953.00
				<b>TOTAL \$</b>	<b>482,953.00</b>

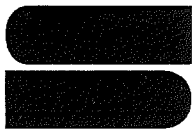
01	6990	5811276	482,953.00	6990
----	------	---------	------------	------

APPROVED FOR ISSUE:  
 Digitally signed by Pam Hinson  
 Hinson  
 Date: 2020.10.08 10:32:47 -04'00'  
 BY \_\_\_\_\_  
 FINANCE DIRECTOR SIGNATURE

**PDF Copy**

THE CITY OF CONCORD IS NOT EXEMPT FROM SALES TAX. THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

**IMPORTANT!** PURCHASE ORDER NUMBER SHOULD APPEAR ON ALL SHIPMENTS AND CORRESPONDENCE ENTERING INTO THIS TRANSACTION. VENDOR AFFIRMS COMPLIANCE WITH STATE AND FEDERAL LAWS RELATED TO E-VERIFY. Pursuant to the requirements of the Iran Divestment Act, N.C.G.S. § 143C-6A-1, et. seq., Contractor certifies that that as of the Effective Date of this Agreement, Contractor is not on the Final Divestment list as created by the State Treasurer in compliance with N.C.G.S. § 143-6A-4 and located at www.nc-treasurer.com/iran. Furthermore, Contractor agrees that it will not enter into any subcontracts for the performance of this Agreement with any entity on the Final Divestment list.



# Southeastern Consulting Engineers, Inc.

December 18, 2020

Ms. Susan Sessler  
City of Concord  
P. O. Box 308  
Concord, North Carolina 28026

Ref.: Police Department/City Hall Generator Installation

Dear Susan:

Sealed proposals were received from three contractors to install a new generator behind the Police Department and City Hall. A bid tabulation is attached.

The lowest and most compliant proposal was submitted by Page Power Systems, Inc. of Gastonia, North Carolina in the amount of \$326,442.00. Page Power Systems has performed well on several projects for the City of Concord in recent years. We believe the submitted proposal is attractive based on the current construction market and contractor availability. We also believe that Page Power Systems has a thorough understanding of the project and the complexities involved with installing this generator while maintaining service to the Police Station and City Hall.

Based on the information above we recommend that the City award this project to Page Power Systems, Inc. and authorize us to process the construction contracts.

Please let us know if you need any additional information or have any questions.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By

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

JLF/lc  
Enclosure

**BID TABULATION**  
**Police Department/City Hall**  
**Generator Installation**

City of Concord  
Concord, North Carolina

Date: December 17, 2020  
Time: 1:30 PM, EST

<u>Bidder</u>	<u>The Industrial Electric Company of Charlotte</u>	<u>All Electric Services</u>	<u>Page Power Systems</u>	<u>_____</u>	<u>_____</u>
Police Department/City Hall Generator Installation	\$ <u>482,500.00</u>	\$ <u>428,085.00</u>	\$ <u>326,442.00</u>	\$ <u>_____</u>	\$ <u>_____</u>
Bid Bond	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>_____</u>	<u>_____</u>



# Carolina

Power Systems Rental



9000 STATESVILLE ROAD, CHARLOTTE, NC 28269  
 PHONE: (704) 598-2200 FAX: (704) 597-7875

## RENTAL QUOTE

QUOTE #: X13828

**ACCOUNT #:**  
**BILL TO CUSTOMER:** SOUTHEASTERN CONSULTING ENGINEERS INC

**SHIP TO/JOBSITE:** QUOTE  
**CONTACT NAME:** STEVE PHILLIPS  
**CONTACT PHONE:**  
**SHIP TO ADDRESS:** CONCORD NC  
**CITY/STATE/ZIP:**

**ADDRESS:**  
**CITY/STATE/ZIP:** CHARLOTTE, NC  
**ORDERED BY:** STEVE PHILLIPS  
**PHONE:** 919-210-1321

**DATE OUT:** 12/14/2020  
**EST. DATE IN:** 12/21/2020  
**QUOTE EXP. DATE:** 01/13/2021

**PO #:**  
**CREATED BY:** CHRIS ASKEW  
**SALES REP:** CHRIS ASKEW

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>RENTAL ITEMS</b>					
1	800 KW PORTABLE DIESEL GENERATOR	Single Shift \$1,404.00	\$4,207.50	\$12,600.00	
		Triple Shift \$2,808.00	\$8,415.00	\$25,200.00	\$8,415.00
	** TRIPLE SHIFT: RATES MULTIPLIED BY 2 **				
14	BULK - 4/0 PIGTAILS MALE TO BARE	\$6.00	\$6.00	\$9.00	\$84.00
14	BULK - 4/0 PIGTAILS FEMALE TO LUG	\$0.00	\$0.00	\$0.00	\$0.00
28	BULK - 4/0 CAM-LOK 50' CABLE	\$10.00	\$30.00	\$90.00	\$840.00
<b>MISCELLANEOUS ITEMS</b>					
1	ENVIRONMENTAL		2.00 %		186.78
1	DELIVERY		500.00 EACH		500.00
1	PICKUP		500.00 EACH		500.00
<b>TAXES</b>					
	STATE 4.75% COUNTY 2% CITY 0.5% TOTAL TAX: 7.25%				763.12
	HVY EQUIP TAX MECK 2%				210.52
<b>TOTAL:</b>					<b>11,499.42</b>

120

SEE REVERSE SIDE OF THIS PAGE FOR ADDITIONAL TERMS & CONDITIONS WHICH ARE PART OF THIS AGREEMENT.  
 IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agreed to all of the terms and conditions set forth in this Agreement, including the terms set forth above and on the reverse side hereof (and Customer represents to Carolina CAT, Power Systems that it has read and understands the terms and conditions, including its obligations to perform periodic maintenance on the Equipment), all as of the date first above written.

Equipment will remain on rent until customer calls  
 Carolina CAT, Power Systems to release. Initial here \_\_\_\_\_

Approved By: \_\_\_\_\_  
 Customer Signature

DO NOT PAY FROM THIS RENTAL AGREEMENT DOCUMENT

# Carolina

Power Systems Rental



9000 STATESVILLE ROAD, CHARLOTTE, NC 28269  
 PHONE: (704) 598-2200 FAX: (704) 597-7875

## RENTAL QUOTE

QUOTE #: X13827

**ACCOUNT #:**  
**BILL TO CUSTOMER:** SOUTHEASTERN CONSULTING ENGINEERS INC

**ADDRESS:**  
 CITY/STATE/ZIP: CHARLOTTE, NC  
**ORDERED BY:** STEVE PHILLIPS

**PHONE:** 919-210-1321

**PO #:**

**CREATED BY:** CHRIS ASKEW

**SALES REP:** CHRIS ASKEW

**SHIP TO/JOBSITE:** QUOTE  
**CONTACT NAME:** STEVE PHILLIPS  
**CONTACT PHONE:**  
**SHIP TO ADDRESS:** CONCORD NC  
**CITY/STATE/ZIP:**

**DATE OUT:** 01/04/2021

**EST. DATE IN:** 01/11/2021

**QUOTE EXP. DATE:** 02/03/2021

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>RENTAL ITEMS</b>					
1	800 KW PORTABLE DIESEL GENERATOR	Single Shift \$1,404.00	\$4,207.50	\$12,600.00	
		Triple Shift \$2,808.00	\$8,415.00	\$25,200.00	\$8,415.00
	** TRIPLE SHIFT: RATES MULTIPLIED BY 2 **				
56	BULK - 4/0 CAM-LOK 50' CABLE	\$10.00	\$30.00	\$75.00	\$1,680.00
14	BULK - 4/0 PIGTAILS MALE TO BARE	\$6.00	\$6.00	\$9.00	\$84.00
14	BULK - 4/0 PIGTAILS FEMALE TO LUG	\$0.00	\$0.00	\$0.00	\$0.00
<b>MISCELLANEOUS ITEMS</b>					
1	ENVIRONMENTAL		2.00 %		203.58
1	DELIVERY		500.00 EACH		500.00
1	PICKUP		500.00 EACH		500.00
<b>TAXES</b>					
	STATE 4.75% COUNTY 2% CITY 0.5% TOTAL TAX: 7.25%				825.23
	HVY EQUIP TAX MECK 2%				227.65
			<b>TOTAL:</b>		<b>12,435.46</b>

121

SEE REVERSE SIDE OF THIS PAGE FOR ADDITIONAL TERMS & CONDITIONS WHICH ARE PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agreed to all of the terms and conditions set forth in this Agreement, including the terms set forth above and on the reverse side hereof (and Customer represents to Carolina CAT, Power Systems that it has read and understands the terms and conditions, including its obligations to perform periodic maintenance on the Equipment), all as of the date first above written.

Equipment will remain on rent until customer calls  
 Carolina CAT, Power Systems to release. Initial here \_\_\_\_\_

Approved  
 By: \_\_\_\_\_  
 Customer Signature

DO NOT PAY FROM THIS RENTAL AGREEMENT DOCUMENT

CAPITAL PROJECT ORDINANCE  
FIRST CONCORD

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 authorized/amended:

SECTION 1. The project authorized/amended is First Concord – 2014 LOBS – Market Street Lot Redevelopment and Generator Relocation.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation/amendment of the projects.

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

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
<b>Total</b>				0

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>
6990-5811276				
6990-5811276	Generator Relocation	800,000	909,000	109,000
6990-5811249				
6990-5811249	Market St. Lot Redevelopment	1,358,176	1,249,176	(109,000)
<b>Total</b>				<b>0</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 agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of January, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

## City of Concord United Committee Petition

### Whereas:

The City of Concord is strongest when all persons in our community have equitable access to economic opportunity, hiring and promotion, affordable housing, public safety, public transportation, sidewalk and road connectivity, parks and greenways, broadband and digital infrastructure, and more.

The residents of the City of Concord are now 58% White, 19% Black, 15% Hispanic, and 5% Asian. Our diversity also extends beyond race to include gender, wealth, national origin, and other characteristics that separate us from one another. Our Cabarrus County public-school students are even more diverse: 49% White, 21% Black, 19% Hispanic, and 6% Asian.

Our City offers all its services and provides opportunities to all people without regard to race, religion, gender, sexual orientation, or age that may divide us. The City of Concord through its policies and actions has built bridges and is significantly more inclusive than a generation ago.

The year 2020, however, has highlighted historic disparities between some segments of our community. Many persons of color in our community have especially struggled against systems that have not been and are not now level for all people. The pandemic and economic crisis has exacerbated these differences.

The City of Concord has the potential to reduce racial inequities throughout Concord, as well as every other inequity that separate us from one another. Being a just community includes review of existing practices, actions, and procedures, along with sustained enforcement of our existing policies, and offer possibly changing policies all of which may create more equitable outcomes for all people in our City.

Just as importantly, all of our citizens need to know our neighbors and work together in our homes, places of work and recreation, public facilities and events, and communities of faith to build bridges to overcome inequities.

The ultimate vision is to improve the quality of life that enables every segment of our population in our City to be stronger. We should be hopeful about reconciliation yet realistic about what is possible.

Therefore, be it resolved:

### **Concord United Committee**

The City of Concord shall establish a City of Concord United Committee.

This Committee will consist of diverse persons in our community who are:

- civil (all speak openly and honestly),
- democratic (all voices are heard and all listen),
- and moral (all affirm the sacred worth of all people).

### **Goal**

The goal is to hear many voices, reflect on ways to respond to concerns, and offer potential opportunities for the City of Concord, our citizens, and community institutions to address inequities.

The Committee shall focus on areas that the City of Concord itself has authority over. While there are many hopes to reform our health care, schools, judicial systems, and other critical areas, ultimately the City itself has no control over these and other services.



The Committee will set its own agenda, but should focus on those areas where the City and the people of Concord have the best opportunity to respond.

The methodology is to listen to our community and compile observations, best practices, and facts about the current realities in our City that may not be otherwise widely apparent. The Committee and our citizens should speak the truth and seek reconciliation.

Robust, honest, and challenging conversations will indicate success. The Committee will research, poll, and conduct public forums to listen to what the citizens of our City believe would unite Concord. They may also discover positive, measurable changes that may be offered.

This work may include data collection in the City's organization that may reveal inequities. With the support of the Mayor and Council, the City Manager and staff at his direction will assist with that work.

The Committee shall share with the Concord City Council and our whole community a written summary of their findings.

In addition, the Committee may offer possible recommendations for future actions by the City, citizens, and other groups in our community. Such recommendations shall not be official positions of the City but reflect the perspective of the Committee itself.

The Concord City Council shall not be under any obligation to enact any recommendations, but with further community conversations may take action.

## **Membership**

The Committee shall include persons from differing communities, with a special focus on African-Americans, Hispanic, and Asian members.

All members shall be residents, workers, or property owners within the City of Concord.

At least half of the Committee members shall be persons of color.

Two members may be members of the Concord Youth Council.

Members shall have one-year appointments, with the possibility of multiple terms of service. The City Council will appoint new members when openings are available.

Persons throughout Concord may nominate persons to serve. Leaders in the NAACP, El Puente Hispano, Black Political Caucus, Racial Equity Cabarrus, faith communities, neighborhoods, and other community groups and individuals are encouraged to make recommendations. All nominations are due by March 15, 2021.

Applications shall be submitted to the Council Clerk on the City's standard application form for committee/commission appointments.

Nominations shall be received by a small committee (three Council members) named by the City Council, who will then make recommendations to the entire City Council for election.

Based on the above nominations, the City Council at the April 2021 Council meeting shall appoint 18 to 24 persons, including two or more co-chairs, to serve.

No member of the Committee shall be paid for their work.

No publicly-elected officials shall serve.

All members shall serve with voice and vote.

## **Meetings**

The first meeting will be by May 15, 2021.

All meetings must observe the North Carolina Open Meeting laws. Thus, all meetings shall be open to the public.

The initial work and first report shall be completed within the first year.

The Committee shall meet regularly. During this COVID-19 pandemic, it will observe safe-distancing rules and may meet in digital forums that are open to wide participation by others.

All members shall be expected to attend at least 80% of all meetings.

The Mayor, City Council members, City Manager, senior City staff, and others are encouraged to attend as guests without voice or vote.

## **Administrative Support**

The City Manager shall name a city staff person to facilitate the Committee's meetings, budgeting, and other administrative responsibilities.

## **Budget**

Based on need, the City of Concord shall support the work of the Committee with funds necessary for any administrative expenses. If additional monies are needed, the Committee may apply to the City Council.

**Concord United Committee  
Councilman Andy Langford's Observations  
January 2021**

These observations capture background on the motion to appoint a Concord United Committee. These comments are not part of the motion to create the Committee.

This document reflects multiple conversations with the Mayor, City Council members, community leaders, and others. I am thankful especially thankful for the extensive individual conversations and suggestions.

The following comments, however, are my own perspective and do not reflect the positions of any other person, nor do they speak for our City.

**Together**

“Together we are stronger.”

“Our ability to reach unity in diversity will be the beauty and the test of our civilization.”

Mahatma Gandhi [Indian non-violence visionary]

Above quotations from a public mural by Carla Garrison-Mattos on a street wall on McGill Avenue outside the Upper Room Kid's Academy in Concord.

**Hope**

In my short tenure, the Concord United Committee is one of the most important topics to come before the Concord City Council.

I dream of many citizens coming forward and supporting this proposal.

I know that every member of our Council wants our City to be united across all boundaries. Our hearts are all in the right place. Now, we need to act in unison for the sake of all our citizens.

I yearn for a Concord United Committee to have the unanimous vote of the Concord City Council.

**Why I Passionately Advocate a Concord United Committee**

My default perspective as a pastor and person is to care for the overlooked, marginalized, and forgotten people. When in doubt, I always take the side of the underdog.

On a very personal level, during the COVID pandemic I have written an extensive history of my direct ancestors over 500 years. I have discovered a deeply troubled intersection of my own White family with African slaves and Native Americans especially in Virginia and North and South Carolina. I have read much family history about the slavery before the Civil War, conflicts with Native-Americans, the Civil War and the Jim Crow South after the war, and the Civil Rights movement of the 1960s.

While I am very proud of my family, my family has participated in some terrible abuses and has only slowly changed.

I personally need to listen to people who have been treated inequitably.

### **A Local Issue**

While inequities are a national issue, over the past six months, major voices in Concord's Black/African-American and Hispanic/Latino communities in particular have been crying out for our whole community to listen to them and respond.

Folks in Concord's Black and Hispanic communities are truly hurting by no fault of their own. The COVID-19 pandemic and economic crisis hit these communities of color the hardest.

In May 2020, about 2,000 citizens (young and old of many colors) joined in a Concord protest against inequities in front of the Concord Courthouse (with our Mayor, all Council City members, Police Chief, and other City leaders in attendance). Other smaller protests in Concord also raised concerns from persons of color. All these conversations in Concord have been direct and non-violent.

White persons, like me, in particular need to listen. We are in a generational conversation and call to action. The concerns expressed by our friends and neighbors of color are not going away and need a proactive response by our Council. Some of the stories from our neighbors of color are tragic and require action.

### **Others Have Responded**

Other leaders at other levels beyond Concord have responded. North Carolina's Governor appointed a task force to look at judicial reforms. Over 250 other cities in our nation have named racial equity task forces. Professional athletes are raising their voices. The NBA transformed its uniforms. NFL and NBA teams changed logos. NASCAR banned confederate flags. Cities have taken down monuments. The Department of Defense has restricted Confederate battle flags on military bases.



The North Carolina League of Municipalities at the end of 2020 created a “Racial Equity Task Force” to be “loud and clear” on “ways in which cities and towns can effectively address social justice and racial equity issues, focusing on their own authority and practices.” As the President of the League Jennifer Robinson said, “I believe that it is crucial that we focus on those things that are within our power, as municipalities, and what we can do collectively and individually to ensure that all of our citizens are treated fairly and with respect.”

Concord can do even better.

All of us have been listening. Are we willing to listen some more?

### **Other Local Parallels**

Several other local government entities in our area have begun similar work.

Cabarrus Health Alliance has declared structural racism “a public health crisis.” CHA is hiring two full-time staff to work on this concern. The Chamber [of Commerce] has hosted and will host workshops around implicit bias.

Harrisburg has a racial equity task force and a full-time person with a focus on equity in their HR department.

Cabarrus County Schools and Kannapolis City Schools have internal staff groups in local schools working on this topic. Locally, our Rowan-Cabarrus Community College hosted a virtual event on diversity, inclusion, and equity that gained national and international attention.

### **Role of Committee**

Concord as a City cannot be fully who we should be if significant members of our community do not believe that they and their life experiences are heard as significant voices in our community.

The Concord United Committee’s task is twofold: first is to listen broadly, not just to one group or another but to everyone who wants to speak. This group needs strong persons who will often not have the same perspectives.

And second, if necessary but not necessarily, as a Committee may offer recommendations to our Council and also our community as a whole that point us in new directions.

In that order: listen then possibly recommend. If recommendations arise, the Council is will listen but be under no obligation to adopt.

The focus is not to find fault with our City, our staff, or our policies. This project is not focused on police or any particular person or department. The goal is dialogue across many fronts concerning many persons and institutions throughout our town.

Please note, nowhere is this motion are the words “racism” or “white privilege.” This motion is not an attack on individuals or past behaviors or structures but a call to do better in the days to come. We are not looking back but forward.

### **Core Values**

The proposal’s core values are clear:

“Civil” conversation where every person who wants to speak can speak.

“Democratic” where everyone intentionally listens to one another without interruption.

“Moral” every person is affirmed as a person of sacred worth.

I believe that the Council wants such dialogue.

### **Concord’s History**

Concord, historically, has been a predominately White community in which White people control the power and persons of color are kept within bounds. In the first 50 years of its existence, 30% of Concord’s residents were African-American slaves.

Following the Civil War, our City’s housing patterns and work opportunities reshaped the relationship between Whites and Blacks. For example, former African American slaves both from within Concord and the farms outside the City all moved closer together for support and self-preservation in what we now call the Logan community.

Liberated slaves and their descendants worked the most menial jobs but were forbidden to work in the growing textile mills. The primary exception were the businesses and textile mill of Warren Coleman.

In 1887 there were two fire departments, one White and one Black. The first four movie theaters all required separate seating for Blacks and Whites. The first African-American City police officer, Lawrence Evans, was hired only in 1952. The hospital was integrated

in 1965. The schools were integrated in 1966, with only a two-week notice given to citizens in the Logan Community.

A riot occurred in Concord in 1972 when a White store owner shot a Black man for touching a young White woman. The NC National Guard barricaded down the Logan Community. The 1976 arrest and conviction of Ronnie Long, and now his release from prison, has been controversial. In 1993, following the death of an African American youth in police custody, five days of riots shook our City.

Today, the City is becoming more inclusive. Hispanics now almost match the number of African-Americans, and a growing Asian population enriches Concord. Less than half of our students in the Cabarrus County School system are White.

There has only been one Black on the County Commission (Robert Freeman in early 2000s and Chair), no county elected state legislators (none since Reconstruction), school board (Keisha Sandidge is a new member), Concord City Council (Ella Mae Small is our third African-American Council member, thanks to leadership by past Council members). There is only one Black Council member in the other five Cabarrus County cities. No Hispanics. No Asians.

Concord should lead forward and not maintain the status quo.

In the most recent Concord 101 Class introducing citizens to our City, where about half of the participants were persons of color, the vast majority of presenters/leaders were White City staff members. Other than Mrs. Small and two Black department heads (plus two Housing Department staff), all the other 55 speakers were White persons. All the presenters did very well and were obviously quite competent. The most pointed questions by class members, however, were around how many of our police and firefighters are persons of color.

Over the past month, I have visited with over twenty community members: leaders within our ethnic minority communities, pastors, non-profit leaders, community leaders. With poignant memories and experiences, almost unanimously they supported the creation of this Committee.

### **What Is Working Today in the City of Concord Regarding Racial Equity**

On the whole, I affirm what Concord has done and is now doing. There is more good than bad. This proposal does not say or imply that we have failed.

Much is good in the City of Concord today:

- Open dialogue between Mayor, City Council, community leaders, and citizens
- Commitment by City Manager and Department heads to non-discrimination
- Commitment to non-discrimination among all City employees
- All City employees required to attend multiple training opportunities about diversity/inclusion/equity
- Rising jobs opportunities
- The Police partnering with Georgetown Law's Innovative Policing Program to prepare officers to successfully intervene to prevent misconduct and harmful behavior
- Police actively training officers on fair policing, de-escalation, and crisis intervention in its organizational culture
- Support of livable wages for City employees (\$15 an hour)
- Focus on economic development that improves the overall economy of our City
- City efforts in the Logan Community including park, gym, other public facilities, and affordable housing
- Redevelopment of the Coleman Mill for affordable housing
- New affordable housing structures, resources, and opportunities through Concord Family Enrichment and other non-profits
- Free public transportation during COVID
- New emphasis on connectivity, sidewalks, and street repairs in every community
- Recreational opportunities throughout the City
- Zoning, enforcement, and annexation policies that do not discriminate
- Intentional work both in the past and present by our Police and Fire Departments to serve all citizens without bias, including recruitment, hiring, and promotion
- Racial Equity Cabarrus classes involving some City Council members and dozens of major City staff, and many City employees
- The Barber Scotia Task Force's work to preserve and develop this historic institution
- "Community Involvement It's a County Affair" conversation led by the local NAACP and the Black Political Caucus

Our current Council and staff should celebrate all these actions. We are working for the good of all.

### **Yet, Historic and Structural Challenges Remain**

Yet, I am also increasingly aware that Concord has problems that reveal disparities among our racial communities:

- Economic wealth
- Employment opportunities
- Limited jobs with livable wages
- Hiring/contracting of local ethnic minority firms for City work
- Hiring and promotions within all City departments
- Affordable housing throughout the City
- Perception by some people of racial bias by some City employees
- Limited digital access to all people in the community that inhibits educational and work opportunities
- Scarcity of elected racial minority political leaders
- Limited perception by the White community about the struggles of persons of color
- Concerns about uniform Code Enforcement for safe housing
- Anxiety that School Resource Officers treat students differently
- Limited access to City services for those people for whom English is not their native language
- Resistance from some staff about required racial equity training

### **The City of Concord's Ability to Respond**

Some of our local disparities are beyond the capacity of the City of Concord to resolve: public schools, access to health care, reforms for the courts, justice system, Sherriff's department, the Department of Social Services, and the Cabarrus Health Alliance.

All of these areas need progress, but are beyond the responsibility of the City or the Council. Concord as a City does not need to move into those areas or tell others how they ought to act (although our actions will inform other groups also working on inequities).

### **Barber-Scotia Property Task Force**

One model for the City Council to follow is the 2019 creation of a Concord United Committee is the Barber-Scotia Task Force. Its creation was a bold effort by the Council to see a path forward for this historically Black educational institution.

The City Council

appointed a Task Force

named members

approved a generous budget and outside counsel

set agenda

is now listening and surveying

will come up with recommendations.



The creation of a Concord United Committee may be parallel.

### **Possible Scope of Work**

Within the above boundaries, the Council should not tell the Concord United Committee what to do or dictate which issues they address. Let us trust them to create their own priorities. If the Committee becomes ineffective, the Council simply does not renew the appointments or even the Committee itself.

The following ideas, all from other similar groups in North Carolina, are descriptive and illustrative not exhaustive or mandated:

- understand how the City of Concord reflects structural inequalities: The ways in which complex systems of organizations, institutions, individuals, processes, and policies interact to create and perpetuate inequitable outcomes for people of color
- define key terms and foundational understandings
- review contracting work by the City
- see where low-income housing especially hurts persons of color
- ascertain where affordable housing is most needed
- review the history of public housing in our community promote recruitment, hiring, and promotion of ethnic minorities in all City departments
- build relationships between City Police and Fire Department and persons of color
- develop models to raise up new generations of leaders
- offer training to staff and members of the City around inequities
- evaluate our City's officially adopted mission, values, goals, and objectives. Currently, these public statements affirm equal access but do not acknowledge or address the need to remove systemic racial inequities
- review Code Enforcement to increase work in distressed communities
- hire staff throughout city with language skills to "speak" with all our citizens
- consider anew the role of the School Resource Officers under the jurisdiction of our City police
- evaluate the boundaries of the City's seven districts in relationship to racial housing

The above issues, however, are my own perceptions that may not reflect the actual needs and aspirations of persons of color. Again, the Committee itself will determine where to focus.

### **Initial Possible Work:**

It is the responsibility of the Committee itself, led by its Co-Chairs, to create the agenda and outline of steps to take. They need time and freedom to consider fully the City's past, present, and future regarding racial inequities. This will be hard and time-consuming work.

Possible ways of beginning their work may involve:

- Members introduce themselves to one another, with a particular focus on perceptions of racial inequality in their own lives and in our community.
- The conversations shall be:
  - Civil, everyone speaks openly and honestly,
  - Democratic, when others speak, all listen,
  - Moral, all members affirm the sacred worth of other members.
- Learn about the history of Concord. Consider inviting local historians such as Clarence Horton and Gary Freeze, along with local leaders of color, to discuss the history of ethnic relationships in Concord. There is a rich and painful history that shapes current realities.
- Following the model of Harrisburg, conduct a City-wide survey.
- Study the current realities in the city looking at demographic information, information from the city website, and interviews with city staff including City Manager and Department heads.
- Listen to leaders of other groups in our City such as the NAACP or El Puente Hispano or Racial Equity Cabarrus.
- Have conversations with community non-profits and pastors to discover where these front-line workers are responding to inequities.
- Consider books and other reports to read to provide a wider range of perspectives on racial inequalities.

- Invite other residents, workers, and property owners in the City to address the Committee from their own perspectives. Anyone who wishes to speak should be heard, within the parameters of civil, democratic, and moral conversation. Such dialogue will be a challenge during this COVID pandemic and required social distancing.
- Lastly consider potential recommendations either to the City Council, and/or other institutions in our community, and/or the residents of Concord.

Again, the model is to listen and then, only then, recommend.

### **Other Models/Advisors/Organizations/Conversations Consulted:**

In addition to conversations with our Mayor, City Council, and City staff, to craft this proposal, I have spoken with many other people and read many documents. All of them point to one goal: the need for people in power (such as our City Council and other community leaders) to listen to people who believe themselves to be unheard (primarily but not exclusively persons of color).

The most helpful sources for background information included:

Dr. Emily S. Coward, Professor at UNC-Chapel Hill School of Government and Durham Racial Equity Commission member

The Durham Racial Equity Commission summary report: “Report of the Durham Racial Equity Task Force: An Urgent and Loving Call to Action”

Ms. Phin Xaypangna, Department Head, Office of Equity and Inclusion (a first in NC) in Mecklenburg County.

Mr. Chuck Collier, Reverend Donald Anthony, and Betty Stocks of Racial Equity Cabarrus, along with their training opportunities

Ms. Sharon Hightower, Greensboro City Council, (with Office of Equity and Inclusion and creating a Racial Equity Commission)

UNC-Chapel Hill Faculty document: Roadmap to Racial Equity

Mayor Steve Sciascia of Harrisburg.

NC Governor Roy Cooper: North Carolina Task Force for Racial Equity in Criminal Justice

Public School Forum of North Carolina: Committee on Racial Equity

Mecklenburg County Equity Action Plan (first by a local government in NC)

Race Forward: The Government Alliance on Race and Equity (GARE, a national alliance of 250 local governments) that builds strategies to advance racial justice in our policies, institutions, and culture. See especially the document: "Advancing Racial Equity and Transforming Government: A Resource Guide to Put Words into Actions.

### **Conclusion**

It is time for the Concord City Council and other community leaders to listen and learn from every community in our City. Let us entrust this work to a Concord United Committee we name, watch and listen from the sidelines, and then be ready to respond.

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 \_\_\_\_\_, 2020, by C4 CStore Holdings II, LLC, a North Carolina limited liability company, whose principal address is 121 W Trade Street, Suite 2550, Charlotte, NC 28202 (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: 11065 Ellenwood Rd., Huntersville, NC, Cabarrus County Property Identification Number (PIN): 4670-55-3503. It being the land conveyed to Grantor by deed recorded in Book and Page 14166/174 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 “EXHIBIT B – STORMWATER EASEMENT” and labeled “Stormwater Easement Area: 28,373 S.F. or 0.651 +- Acres” and as shown on Exhibit “B” titled “20’ Stormwater Easement Area: 5,205 S.F. or 0.119 +- Acres” and also as show on that certain Permanent Access Easement from Woodley Wallace Farms, LLC, a North Carolina limited liability company to the City of Concord and filed in Deed Book \_\_\_\_\_ and Page \_\_\_\_\_**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid **SCM from Ellenwood Road (S.R. 1461) (Variable Width Public Right-of-Way)**, 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 Easement is 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 “C”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code

Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree 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 Easement are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit C**”, 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 are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are 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, CDO, 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 Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

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

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

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

9. Grantor agrees:

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

b. That the following statement shall be inserted in any deed or other document of conveyance:

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2020 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 do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

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

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


THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2020 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.

[SIGNATURE PAGES FOLLOW]

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

**GRANTOR:**

C4 CStore Holdings II, LLC,  
a North Carolina limited liability company

By:   
Name: Timothy B. Sittner  
Title: Manager

**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 Mecklenburg

I, Kristin R. Wood, a Notary Public of the aforesaid County and State, do hereby certify that Timothy B. Sittner personally appeared before me this day and acknowledged that he/she is the Manager/Member of C4 CStore Holdings II, 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 16<sup>th</sup> day of December, 2020



Kristin R. Wood  
Notary Public  
My commission expires: May 11, 2025

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



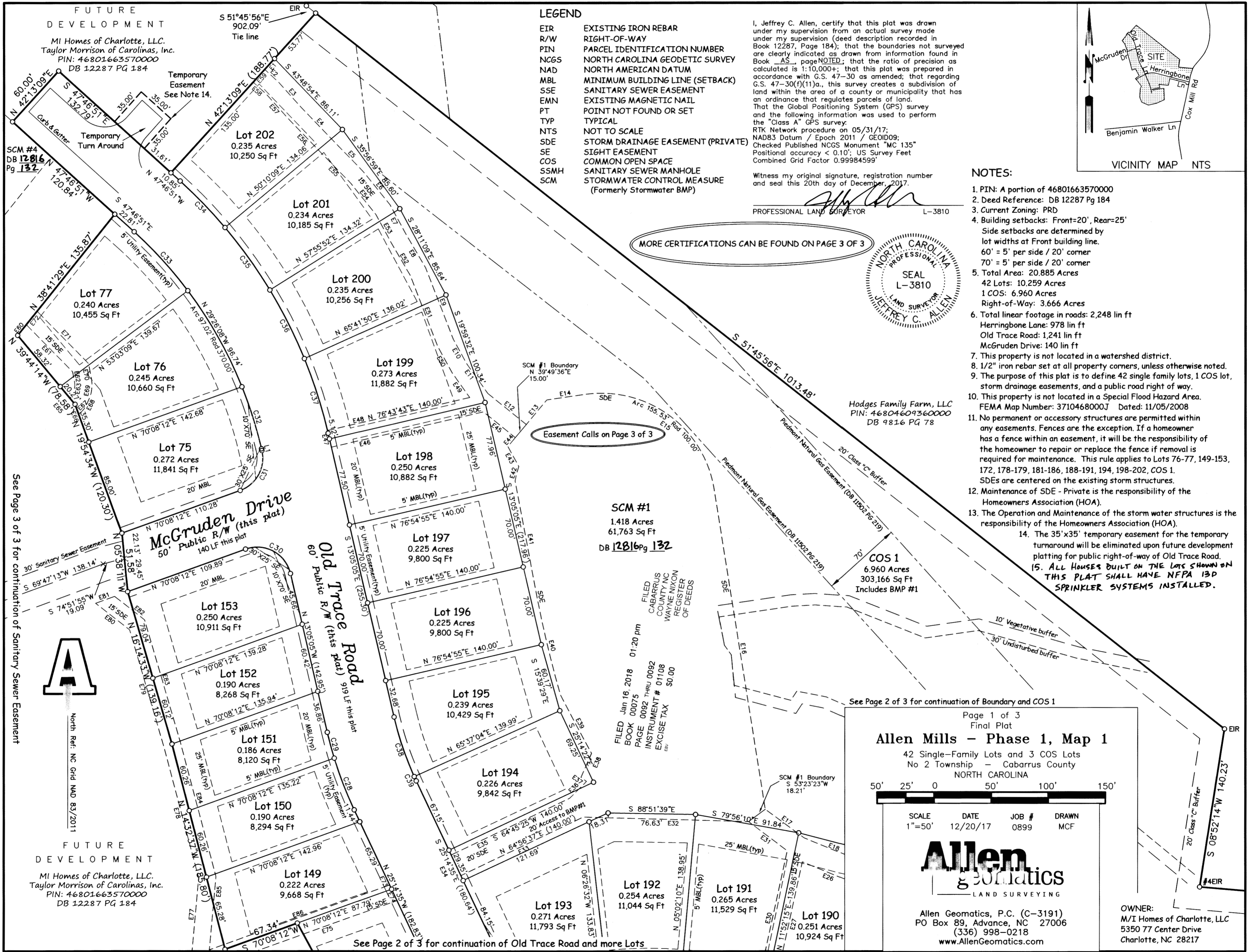


**MEMORADUM**

DATE: Friday, January 15, 2021  
 TO: Phillip Graham, Director of Transportation  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Allen Mills PH 1  
 PROJECT NUMBER: 2015-070  
 DEVELOPER: MI Homes and Taylor Morrison  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE YEAR WARRANTY DATE: Thursday, January 13, 2022

Street	Length	ROW width	Plat
Herringbone Lane Lane NW	978.00	60.00	PH 1 MP 1
Old Trace Road Road NW	1130.00	60.00/50.00	PH 1 MP 1
McGruden Drive NW	140.00	50.00	PH 1 MP 1
McGruden Drive NW	1925.00	50.00	PH 1 MP 2
Warrenton Avenue NW	233.00	50.00	PH 1 MP 2
Parkland Place	88.00	50.00	PH 1 MP 2
Bellegray Lane	259.00	50.00	PH 1 MP 2
Anatrella Lane NW	479.00	50.00	PH 1 MP 2
Herringbone Lane	117.00	60.00	PH 1 MP 3
Herringbone Lane	1390.00	60.00	PH 1 MP 4
New London Way NW	188.00	50.00	PH 1 MP 4
Capwalk Road NW	783	50.00	PH 1 MP 4
Parkland Place NW	923	50.00	PH 1 MP 4
Bellegray Lane NW	482	50.00	PH 1 MP 4
Anatrella Lane	508	50.00	PH 1 MP 4





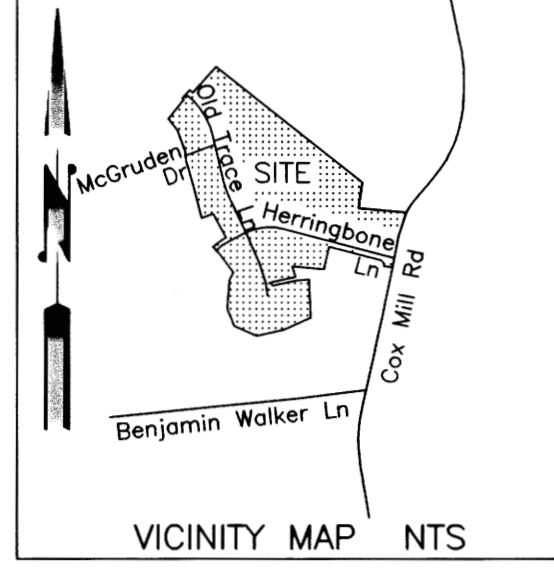
**LEGEND**

EIR EXISTING IRON REBAR  
 R/W RIGHT-OF-WAY  
 PIN PARCEL IDENTIFICATION NUMBER  
 NCGS NORTH CAROLINA GEODETIC SURVEY  
 NAD NORTH AMERICAN DATUM  
 MBL MINIMUM BUILDING LINE (SETBACK)  
 SSE SANITARY SEWER EASEMENT  
 EMN EXISTING MAGNETIC NAIL  
 PT POINT NOT FOUND OR SET  
 TYP TYPICAL  
 NTS NOT TO SCALE  
 SDE STORM DRAINAGE EASEMENT (PRIVATE)  
 SE SIGHT EASEMENT  
 COS COMMON OPEN SPACE  
 SSMH SANITARY SEWER MANHOLE  
 SCM STORMWATER CONTROL MEASURE (Formerly Stormwater BMP)

I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 12287, page 184; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:  
 RTK Network procedure on 05/31/17;  
 NAD83 Datum / Epoch 2011 / GEOID09;  
 Checked Published NCGS Monument "MC 135"  
 Positional accuracy < 0.10'; US Survey Feet  
 Combined Grid Factor 0.99984599'

Witness my original signature, registration number and seal this 20th day of December, 2017.

*Jeffrey C. Allen*  
 PROFESSIONAL LAND SURVEYOR L-3810



- NOTES:**
- PIN: A portion of 46801663570000
  - Deed Reference: DB 12287 Pg 184
  - Current Zoning: PRD
  - Building setbacks: Front=20', Rear=25'  
 Side setbacks are determined by lot widths at Front building line.  
 60' = 5' per side / 20' corner  
 70' = 5' per side / 20' corner
  - Total Area: 20.885 Acres  
 42 Lots: 10.259 Acres  
 1 COS: 6.960 Acres  
 Right-of-Way: 3.666 Acres
  - Total linear footage in roads: 2,248 lin ft  
 Herringbone Lane: 978 lin ft  
 Old Trace Road: 1,241 lin ft  
 McGruden Drive: 140 lin ft
  - This property is not located in a watershed district.
  - 1/2" iron rebar set at all property corners, unless otherwise noted.
  - The purpose of this plat is to define 42 single family lots, 1 COS lot, storm drainage easements, and a public road right of way.
  - This property is not located in a Special Flood Hazard Area. FEMA Map Number: 3710468000J Dated: 11/05/2008
  - No permanent or accessory structures are permitted within any easements. Fences are the exception. If a homeowner has a fence within an easement, it will be the responsibility of the homeowner to repair or replace the fence if removal is required for maintenance. This rule applies to Lots 76-77, 149-153, 172, 178-179, 181-186, 188-191, 194, 198-202, COS 1. SDEs are centered on the existing storm structures.
  - Maintenance of SDE - Private is the responsibility of the Homeowners Association (HOA).
  - The Operation and Maintenance of the storm water structures is the responsibility of the Homeowners Association (HOA).
  - The 35'x35' temporary easement for the temporary platting for public right-of-way of Old Trace Road.
  - ALL HOUSES BUILT ON THE LOTS SHOWN ON THIS PLAT SHALL HAVE NFPA 13D SPRINKLER SYSTEMS INSTALLED.

MORE CERTIFICATIONS CAN BE FOUND ON PAGE 3 OF 3

Easement Calls on Page 3 of 3

Hodges Family Farm, LLC  
 PIN: 46804609360000  
 DB 9816 PG 78

SCM #1  
 1.418 Acres  
 61,763 Sq Ft  
 DB 12816 Pg 132

FILED  
 CABARRUS COUNTY NC  
 WAYNE NIXON REGISTER OF DEEDS  
 EXCISE TAX \$0.00  
 INSTRUMENT # 01108  
 PAGE 0092 THRU 0092  
 BOOK 00075  
 01:20 pm  
 Jan 16, 2018

See Page 2 of 3 for continuation of Boundary and COS 1

Page 1 of 3  
 Final Plat  
**Allen Mills - Phase 1, Map 1**  
 42 Single-Family Lots and 3 COS Lots  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA

50' 25' 0 50' 100' 150'

SCALE DATE JOB # DRAWN  
 1"=50' 12/20/17 0899 MCF

**Allen Geomatics**  
 LAND SURVEYING

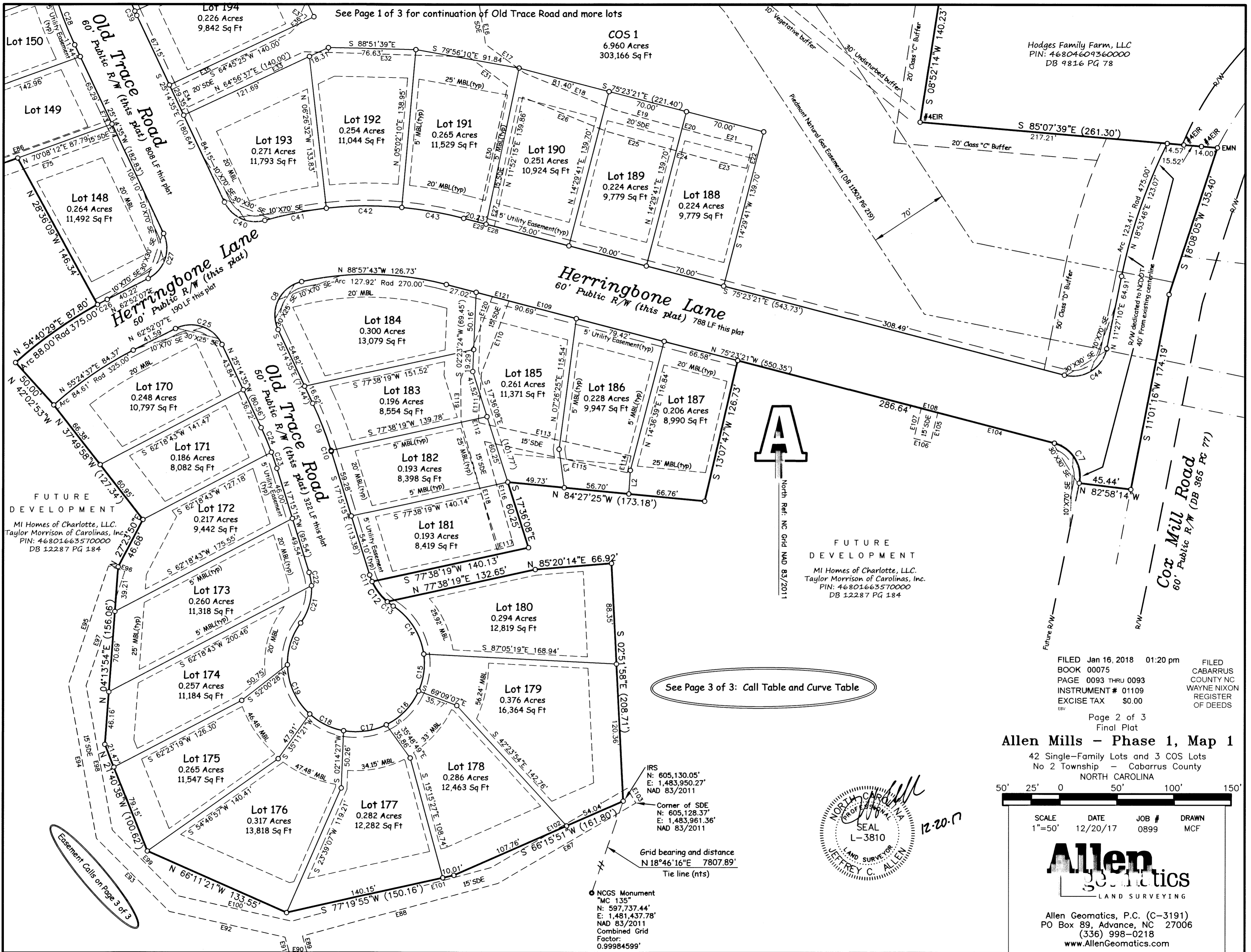
Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com

OWNER:  
 M/I Homes of Charlotte, LLC  
 5350 77 Center Drive  
 Charlotte, NC 28217

See Page 3 of 3 for continuation of Sanitary Sewer Easement

See Page 2 of 3 for continuation of Old Trace Road and more Lots





See Page 1 of 3 for continuation of Old Trace Road and more lots

Hodges Family Farm, LLC  
PIN: 46804609360000  
DB 9816 PG 78

FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801663570000  
DB 12287 PG 184

FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801663570000  
DB 12287 PG 184

See Page 3 of 3: Call Table and Curve Table

FILED Jan 16, 2018 01:20 pm  
BOOK 00075  
PAGE 0093 THRU 0093  
INSTRUMENT # 01109  
EXCISE TAX \$0.00  
FILED CABARRUS COUNTY NC  
WAYNE NIXON REGISTER OF DEEDS

Page 2 of 3  
Final Plat  
**Allen Mills - Phase 1, Map 1**

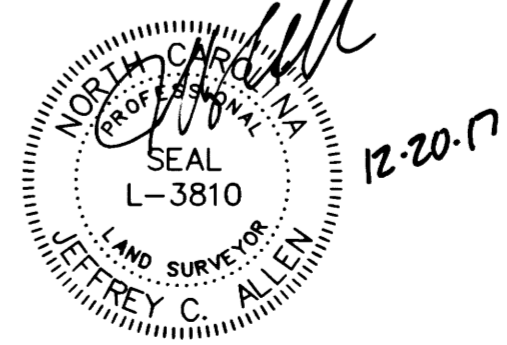
42 Single-Family Lots and 3 COS Lots  
No 2 Township - Cabarrus County  
NORTH CAROLINA

50' 25' 0 50' 100' 150'

SCALE	DATE	JOB #	DRAWN
1"=50'	12/20/17	0899	MCF

**Allen**  
geomatics  
LAND SURVEYING

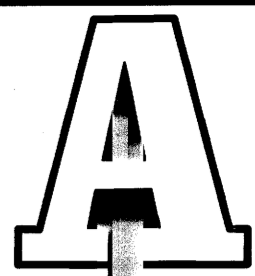
Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com



Corner of SDE  
N: 605,130.05'  
E: 1,483,950.27'  
NAD 83/2011

Grid bearing and distance  
N 18°46'16"E 7807.89'  
Tie line (nts)

NCGS Monument  
'MC 135'  
N: 597,737.44'  
E: 1,481,437.78'  
NAD 83/2011  
Combined Grid  
Factor:  
0.99984599'



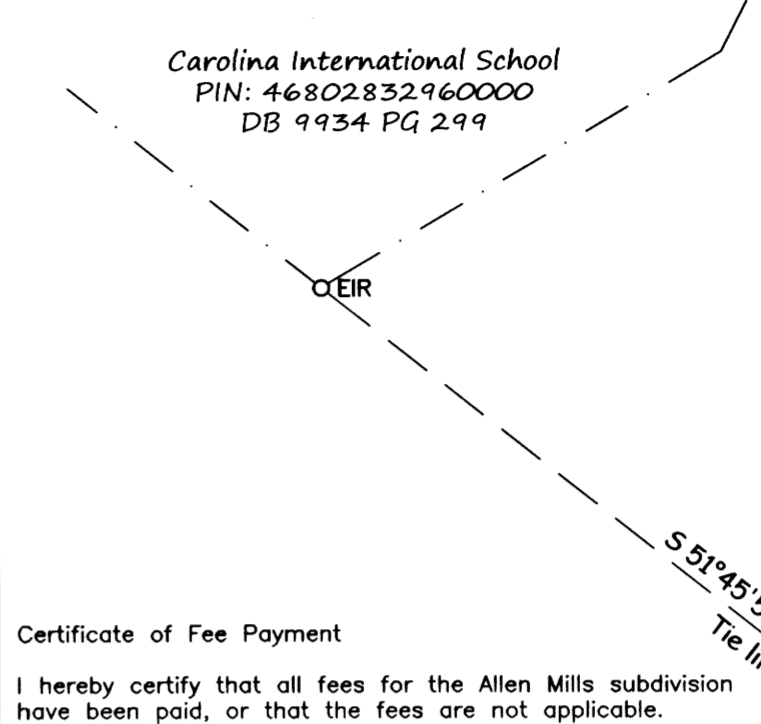
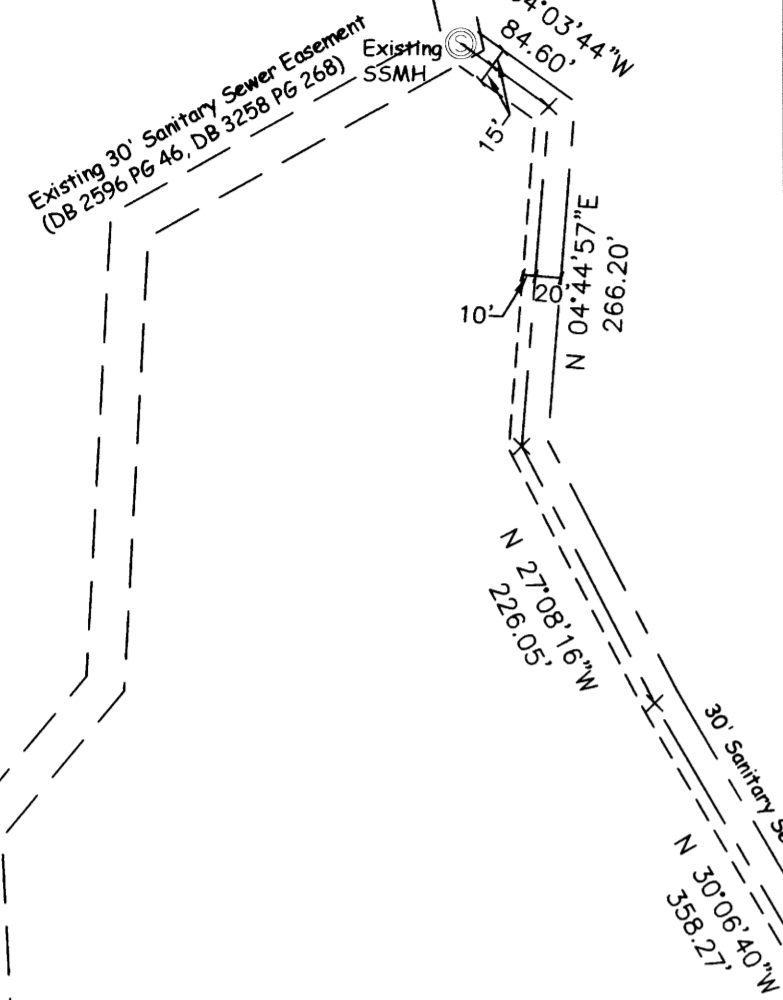
North Ref: NC Grid NAD 83/2011

Curve	Radius	Length	Chord	Chord Bearing
C7	30.00'	45.47'	41.24'	S 31°58'05" E
C8	30.00'	53.78'	46.86'	S 26°06'41" W
C9	325.00'	44.38'	44.34'	S 21°19'53" E
C10	325.00'	0.94'	0.94'	S 17°20'13" E
C11	50.00'	6.17'	6.16'	S 20°47'16" E
C12	50.00'	22.19'	22.01'	S 37°02'09" E
C13	50.00'	6.42'	6.42'	S 53°25'46" E
C14	60.00'	51.39'	49.83'	S 32°34'19" E
C15	60.00'	33.11'	32.69'	N 07°46'24" E
C16	60.00'	41.92'	41.07'	N 43°35'45" E
C17	60.00'	38.37'	37.72'	S 81°55'55" W
C18	60.00'	33.50'	33.06'	N 63°45'05" W
C19	60.00'	48.79'	47.45'	S 24°27'49" E
C20	60.00'	39.10'	38.41'	S 17°29'50" W
C21	50.00'	34.78'	34.08'	N 16°14'10" E
C22	50.00'	11.83'	11.81'	N 10°28'24" W
C23	275.00'	14.94'	14.94'	S 18°48'38" E
C24	275.00'	23.40'	23.40'	N 22°48'18" W
C25	30.00'	48.11'	43.12'	S 71°11'14" E
C26	375.00'	9.63'	9.63'	N 62°07'59" E
C27	30.00'	46.14'	41.72'	N 18°48'46" E
C28	340.00'	48.66'	48.62'	N 21°08'33" W
C29	340.00'	23.48'	23.48'	N 15°03'49" W
C30	30.00'	50.67'	44.86'	S 61°28'27" E
C31	30.00'	43.57'	39.84'	N 28°31'33" E
C32	370.00'	57.08'	57.02'	S 17°30'15" E
C33	370.00'	69.96'	69.86'	S 42°21'51" E
C34	430.00'	56.68'	56.63'	S 44°00'18" E
C35	430.00'	67.51'	67.44'	S 35°43'54" E
C36	430.00'	67.43'	67.36'	S 26°44'31" E
C37	430.00'	68.78'	68.71'	S 17°40'02" E
C38	280.00'	55.21'	55.12'	S 18°44'01" E
C39	280.00'	4.21'	4.21'	S 24°48'46" E
C40	30.00'	42.29'	38.87'	N 65°37'25" W
C41	330.00'	55.07'	55.01'	S 78°46'37" W
C42	330.00'	66.11'	66.00'	N 89°17'49" E
C43	330.00'	55.15'	55.08'	S 80°10'36" E
C44	30.00'	48.78'	43.58'	N 58°01'55" E

Course	Bearing	Distance
E1	S 42°13'09" W	12.77'
E2	S 47°32'21" E	16.62'
E3	S 41°51'57" E	29.13'
E4	S 43°53'31" E	42.82'
E5	S 44°09'39" E	36.38'
E6	S 38°54'18" E	36.95'
E7	S 28°31'28" E	29.77'
E8	S 30°21'29" E	33.58'
E9	S 21°10'52" E	67.08'
E10	S 28°39'36" E	24.28'
E11	S 35°25'04" E	32.25'
E12	S 51°04'58" E	43.21'
E13	N 39°49'36" E	28.11'
E14	N 81°46'56" E	33.76'
E15	S 53°39'37" E	140.32'
E16	S 09°06'10" E	284.29'
E17	S 53°38'17" E	42.34'
E18	S 67°46'22" E	84.87'
E19	S 74°21'25" E	49.66'
E20	S 74°51'54" E	36.75'
E21	S 76°37'19" E	38.43'
E22	S 13°22'41" W	20.00'
E23	N 76°57'19" W	38.74'
E24	N 74°51'54" W	37.15'
E25	N 74°21'25" W	50.90'
E26	N 67°46'22" W	79.56'
E27	S 12°17'11" W	116.02'
E28	N 75°23'21" W	7.51'
E29	N 75°23'21" W	7.51'
E30	N 12°17'11" E	122.05'
E31	N 53°00'56" W	42.42'
E32	N 88°22'22" W	144.89'
E33	S 64°23'40" W	118.79'
E34	N 25°14'35" W	20.00'
E35	N 64°23'40" E	115.23'
E36	N 44°55'21" E	20.75'
E37	S 53°14'38" W	6.01'
E38	N 23°34'40" E	22.95'
E39	N 28°01'38" W	58.24'
E40	N 13°31'05" W	85.22'
E41	N 10°42'08" W	106.37'
E42	N 14°23'31" E	13.06'
E43	N 28°41'00" W	20.00'
E44	N 39°49'36" E	10.18'
E45	N 51°04'58" W	35.98'
E46	S 76°47'54" W	136.69'
E47	N 13°06'39" W	15.00'
E48	N 76°47'54" E	127.90'
E49	N 35°25'04" W	26.72'
E50	N 28°39'36" W	26.15'
E51	N 21°10'52" W	66.86'
E52	N 30°21'29" W	32.62'
E53	N 28°31'28" W	28.65'
E54	N 38°54'18" W	34.90'
E55	N 44°09'39" W	35.72'
E56	N 43°53'31" W	43.12'
E57	N 41°51'57" W	28.65'
E58	N 47°32'21" W	15.81'
E59	N 42°13'09" E	15.00'

Course	Bearing	Distance
E60	N 38°41'29" E	12.07'
E61	S 44°27'29" E	57.81'
E62	S 09°10'19" E	11.46'
E63	S 10°30'13" W	6.90'
E64	S 23°38'43" W	6.10'
E65	S 39°44'14" E	6.37'
E66	S 19°54'34" E	9.04'
E67	N 48°05'09" E	6.47'
E68	N 26°05'54" E	11.03'
E69	N 10°30'13" E	11.56'
E70	N 09°10'19" W	18.83'
E71	N 44°27'29" W	64.39'
E72	S 38°41'29" W	15.11'

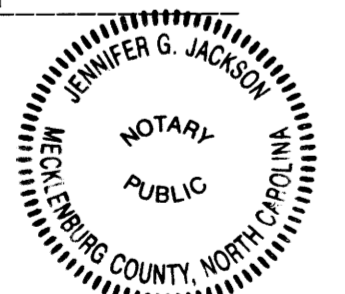
Course	Bearing	Distance
L1	N 13°05'05" W	1.58'
L2	N 03°41'48" E	20.75'
L3	N 07°43'09" W	34.06'



Certificate of Fee Payment  
I hereby certify that all fees for the Allen Mills subdivision have been paid, or that the fees are not applicable.  
*Jessica Jones* 11/16/18  
Finance Director Date

Certificate of Acceptance of Offer of Dedication  
I hereby certify that the City Council accepted the offers of dedications shown on this plat by resolution at a meeting of the City Council held on Nov 9, 2017.  
*Jim J. Deason* 1-16-18  
City Clerk Date

NORTH CAROLINA  
MECKLENBURG COUNTY  
I, *Jennifer G. Jackson*, a Notary Public for said county and state, do hereby certify that *William Davis* personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 9 day of December, 2017.  
*Jennifer G. Jackson*  
Notary Public  
My Commission Expires 11-12-19



CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION  
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights-of-way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right-of-way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such 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.  
*W. Martin Davis* 12/21/17  
M/I Homes of Charlotte, LLC Date

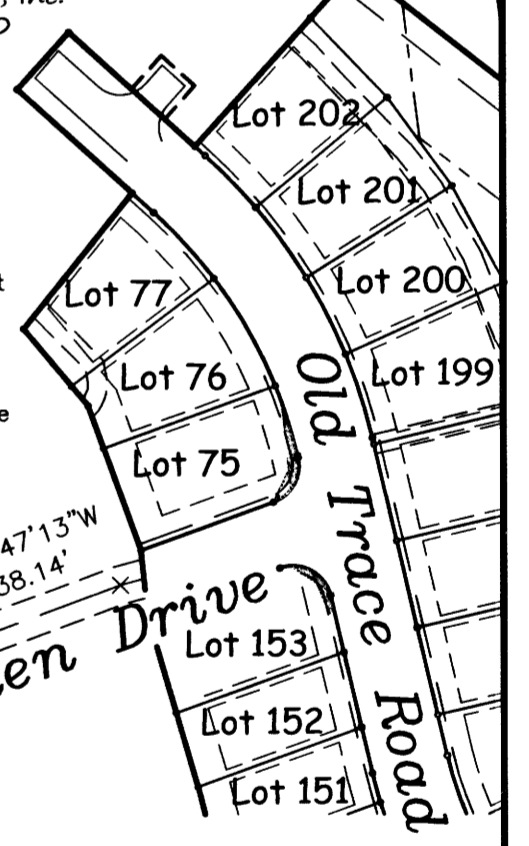
Review Officer's Certificate  
STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS  
I, *GREG BELL*, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
*G. Bell (PO)* 01/16/2018  
Review Officer Date

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 "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.  
*M. S. Swindle* 12/20/17  
Director of Engineering Date

Course	Bearing	Distance
E104	N 75°23'21" W	105.56'
E105	S 13°29'41" W	26.89'
E106	N 76°18'25" W	15.00'
E107	N 13°29'41" E	27.13'
E108	S 75°23'21" E	15.00'

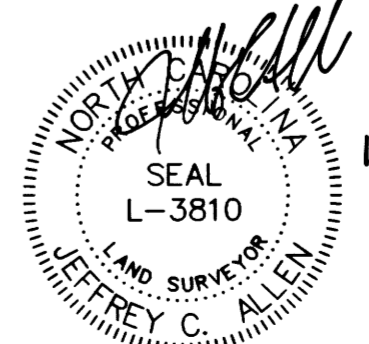
Course	Bearing	Distance
E109	N 75°23'21" W	60.95'
E110	S 20°45'17" W	68.03'
E111	S 03°37'08" W	40.78'
E112	S 15°43'50" E	2.68'
E113	S 77°41'58" E	135.97'
E114	S 12°18'02" W	15.00'
E115	N 77°41'58" W	127.99'
E116	S 15°43'50" E	94.49'
E117	S 74°16'10" W	15.00'
E118	N 15°43'50" W	116.72'
E119	N 00°40'53" W	37.37'
E120	N 20°56'50" E	77.46'
E121	S 75°23'21" E	15.06'

FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801663570000  
DB 12287 PG 184  
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 Allen Mills subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on Jan 11, 2018.  
*K. Kelly* 1/16/18  
Planning and Neighborhood Services Director (or Designee) Date



See Pages 1 and 2 for Lots and Roads

FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801663570000  
DB 12287 PG 184



FILED Jan 16, 2018 01:20 pm  
BOOK 00075  
PAGE 0094 THRU 0094  
INSTRUMENT # 01110  
EXCISE TAX \$0.00  
EIV

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

Page 3 of 3  
Final Plat  
**Allen Mills - Phase 1, Map 1**  
42 Single-Family Lots and 3 COS Lots  
No 2 Township - Cabarrus County  
NORTH CAROLINA  
SCALE 1"=150'  
DATE 12/20/17  
JOB # 0899  
DRAWN MCF  
**Allen & Sonatics**  
LAND SURVEYING  
Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com

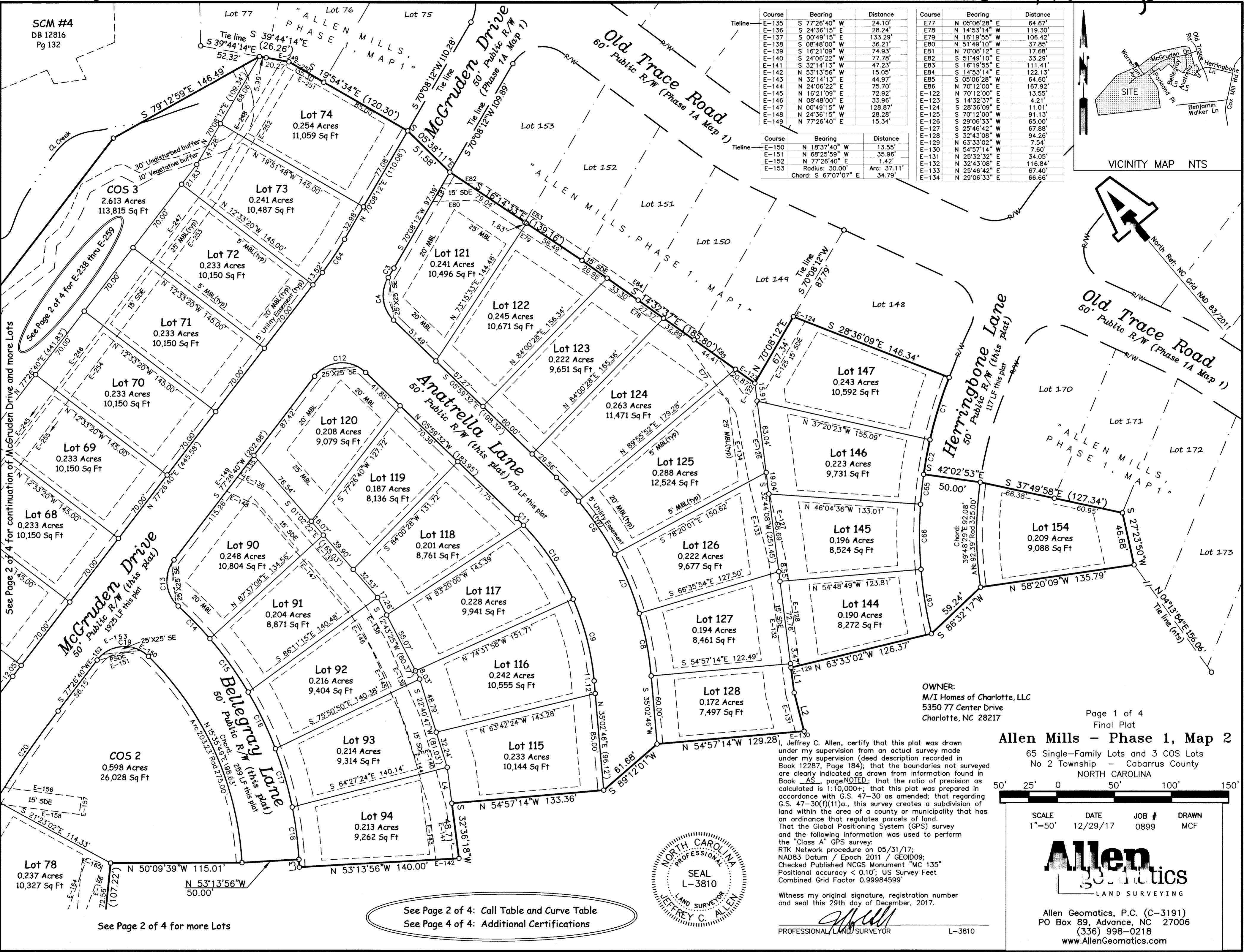
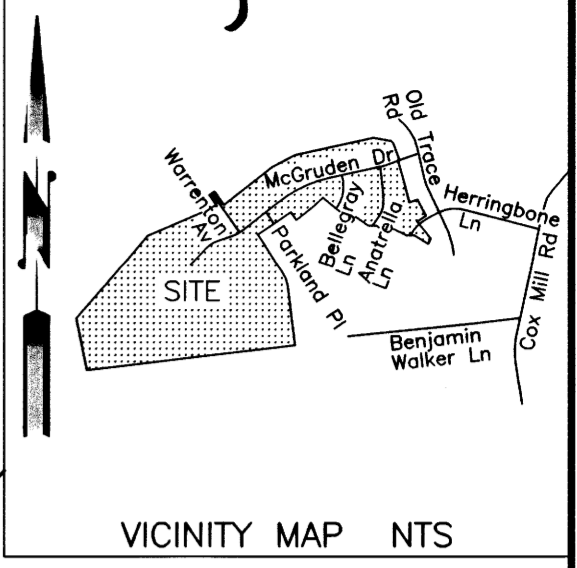


SCM #1  
DB 12816  
Pg 132

Course	Bearing	Distance	Course	Bearing	Distance
E-135	S 77°26'40" W	24.10'	E77	N 05°06'28" E	64.67'
E-136	S 24°36'15" E	28.24'	E78	N 14°53'14" W	119.30'
E-137	S 00°49'15" E	133.29'	E79	N 16°19'55" W	106.42'
E-138	S 08°48'00" W	36.21'	E80	N 51°49'10" W	37.85'
E-139	S 16°21'09" W	74.93'	E81	N 70°08'12" E	17.68'
E-140	S 24°06'22" W	77.78'	E82	S 51°49'10" E	33.29'
E-141	S 32°14'13" W	47.23'	E83	S 16°19'55" E	111.41'
E-142	N 53°13'56" W	15.05'	E84	S 14°53'14" E	122.13'
E-143	N 32°14'13" E	44.97'	E85	S 05°06'28" W	64.60'
E-144	N 24°06'22" E	75.70'	E86	N 70°12'00" E	167.92'
E-145	N 16°21'09" E	72.92'	E-122	N 70°12'00" E	13.55'
E-146	N 08°48'00" E	33.96'	E-123	S 14°32'37" E	4.21'
E-147	N 00°49'15" W	128.87'	E-124	S 28°36'09" E	11.01'
E-148	N 24°36'15" W	28.28'	E-125	S 70°12'00" W	91.13'
E-149	N 77°26'40" E	15.34'	E-126	S 29°06'33" W	65.00'
			E-127	S 25°46'42" W	67.88'
			E-128	S 32°43'08" W	94.26'
			E-129	N 63°33'02" W	7.54'
			E-130	N 54°57'14" W	7.60'
			E-131	N 25°32'32" E	34.05'
			E-132	N 32°43'08" E	116.84'
			E-133	S 25°46'42" E	67.40'
			E-134	N 29°06'33" E	66.66'

Course	Bearing	Distance
E-150	N 18°37'40" W	13.55'
E-151	N 68°25'59" W	35.96'
E-152	N 77°26'40" E	1.42'
E-153	Radius: 30.00'	Arc: 37.11'
	Chord: S 67°07'07" E	34.79'



FILED Jan 22, 2018 08:57 am  
 BOOK 00075  
 PAGE 0095 THRU 0095  
 INSTRUMENT # 01450  
 EXCISE TAX \$0.00

See Page 2 of 4 for more Lots

See Page 2 of 4: Call Table and Curve Table  
 See Page 4 of 4: Additional Certifications



OWNER:  
 M/I Homes of Charlotte, LLC  
 5350 77 Center Drive  
 Charlotte, NC 28217

I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page NOTED; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:  
 RTK Network procedure on 05/31/17;  
 NAD83 Datum / Epoch 2011 / GEOID09;  
 Checked Published NCGS Monument "MC 135"  
 Positional accuracy < 0.10'; US Survey Feet  
 Combined Grid Factor 0.99984599'

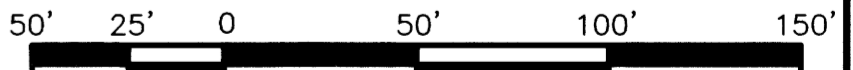
Witness my original signature, registration number and seal this 29th day of December, 2017.

PROFESSIONAL LAND SURVEYOR L-3810

Page 1 of 4  
 Final Plat

**Allen Mills - Phase 1, Map 2**

65 Single-Family Lots and 3 COS Lots  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA



SCALE	DATE	JOB #	DRAWN
1"=50'	12/29/17	0899	MCF



Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com



**LEGEND**

ETR EXISTING IRON REBAR  
 R/W RIGHT-OF-WAY  
 PIN PARCEL IDENTIFICATION NUMBER  
 NCGS NORTH CAROLINA GEODETIC SURVEY  
 NAD NORTH AMERICAN DATUM  
 MBL MINIMUM BUILDING LINE (SETBACK)  
 SSE SANITARY SEWER EASEMENT  
 EMN EXISTING MAGNETIC NAIL  
 PT POINT NOT FOUND OR SET  
 TYP TYPICAL  
 NTS NOT TO SCALE  
 SDE STORM DRAINAGE EASEMENT (PRIVATE)  
 PSDE PUBLIC STORM DRAINAGE EASEMENT  
 SE SIGHT EASEMENT  
 COS COMMON OPEN SPACE  
 SSMH SANITARY SEWER MANHOLE

Course	Bearing	Distance
E-154	Radius: 975.00'	Arc: 2.84'
Chord: N 71°44'20" E 2.84'		
E-155	Radius: 975.00'	Arc: 13.68'
Chord: N 72°13'27" E 13.68'		
E-156	S 42°35'56" E	68.09'
E-157	S 47°24'04" W	15.00'
E-158	N 42°35'56" W	75.01'

Course	Bearing	Distance
E-172	Radius: 975.00'	Arc: 3.22'
Chord: S 53°25'49" W 3.22'		
E-173	S 30°32'20" E	100.14'
E-174	S 55°29'41" W	15.04'
E-175	N 30°32'20" W	99.45'
E-176	Radius: 975.00'	Arc: 15.10'
Chord: N 52°53'31" E 15.10'		

Course	Bearing	Distance
E-159	S 34°39'30" E	7.83'
E-160	N 63°09'03" E	83.61'
E-161	N 70°24'37" E	27.02'
E-162	N 54°45'05" E	60.66'
E-163	S 53°51'38" W	46.03'
E-164	N 60°05'33" E	63.92'
E-165	S 29°54'27" E	15.00'
E-166	S 60°05'33" W	63.10'
E-167	S 53°51'38" W	46.03'
E-168	S 54°45'05" W	62.84'
E-169	S 70°24'37" W	28.13'
E-170	S 63°09'03" W	80.61'
E-171	N 34°39'30" W	15.14'

Course	Bearing	Distance
E-238	N 35°04'54" W	99.58'
E-239	N 35°00'23" W	14.77'
E-240	N 38°06'17" W	0.31'
E-241	N 60°33'37" E	154.40'
E-242	N 51°02'40" E	208.49'
E-243	N 57°13'07" E	229.93'
E-244	N 68°26'53" E	230.30'
E-245	N 77°07'51" E	215.94'
E-246	N 76°54'21" E	209.66'
E-247	N 76°10'01" E	79.13'
E-248	N 70°48'26" E	131.38'
E-249	S 39°44'14" E	6.69'
E-250	S 19°54'34" E	8.90'
E-251	N 19°54'34" W	26.40'
E-252	S 70°52'50" W	134.55'
E-253	S 76°10'01" W	79.91'
E-254	S 76°54'21" W	209.78'
E-255	S 77°07'51" W	214.83'
E-256	S 68°26'53" W	227.68'
E-257	S 57°13'07" W	227.65'
E-258	S 51°02'40" W	208.93'
E-259	S 60°33'37" W	154.17'

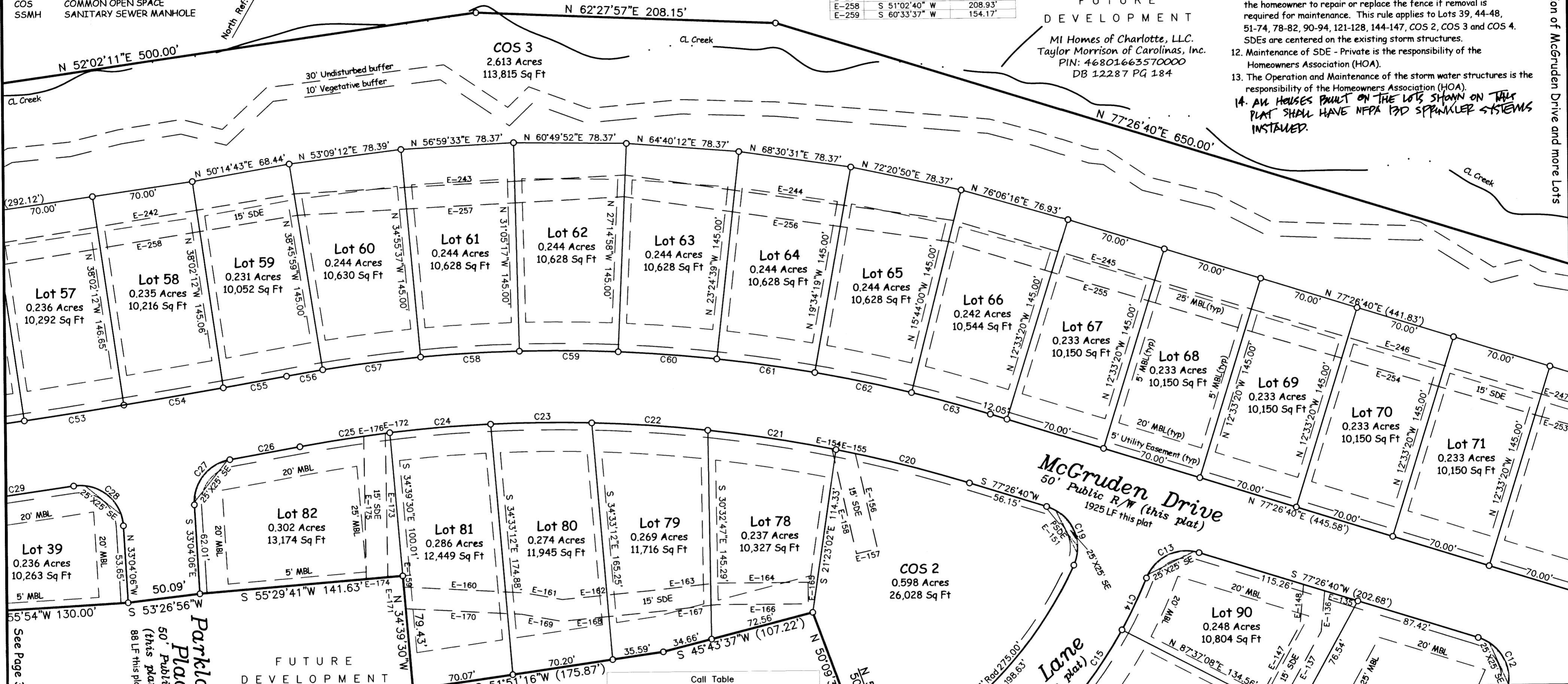
**NOTES:**

- PIN: A portion of 46801663570000
- Deed Reference: DB 12287 Pg 184
- Current Zoning: PRD
- Building setbacks: Front=20', Rear=25'  
Side setbacks are determined by lot widths at Front building line.  
60' = 5' per side / 20' corner  
70' = 5' per side / 20' corner
- Total Area: 53.661 Acres  
65 Lots: 14,975 Acres  
3 COS: 35,006 Acres  
Right-of-Way: 3.680 Acres

- Total linear footage in roads: 3,003 lin ft  
McGruden Drive: 1925 lin ft  
Warrenton Avenue: 135 lin ft  
Parkland Place: 88 lin ft  
Bellegray Lane: 259 lin ft  
Anatrella Lane: 479 lin ft  
Herringbone Lane: 117 lin ft
- This property is not located in a watershed district.
- 1/2" iron rebar set at all property corners, unless otherwise noted.
- The purpose of this plat is to define 65 single family lots, 3 COS lots, storm drainage easements, and a public road right of way.
- A portion of this property is located in a Special Flood Hazard Area.  
FEMA Map Number: 3710468000J Dated: 11/05/2008
- No permanent or accessory structures are permitted within any easements. Fences are the exception. If a homeowner has a fence within an easement, it will be the responsibility of the homeowner to repair or replace the fence if removal is required for maintenance. This rule applies to Lots 39, 44-48, 51-74, 78-82, 90-94, 121-128, 144-147, COS 2, COS 3 and COS 4. SDEs are centered on the existing storm structures.
- Maintenance of SDE - Private is the responsibility of the Homeowners Association (HOA).
- The Operation and Maintenance of the storm water structures is the responsibility of the Homeowners Association (HOA).
- ALL HOUSES BUILT ON THE LOTS SHOWN ON THIS PLAT SHALL HAVE NFPA PBD SPRINKLER SYSTEMS INSTALLED.

**FUTURE DEVELOPMENT**

MI Homes of Charlotte, LLC.  
 Taylor Morrison of Carolinas, Inc.  
 PIN: 46801663570000  
 DB 12287 PG 184



**Call Table**

Course	Bearing	Distance
L1	S 32°44'08" W	22.20'
L2	S 25°32'32" W	34.83'
L3	N 36°46'04" E	6.77'
L4	S 32°36'19" W	31.73'
L5	N 59°00'17" E	15.04'

**Curve Table**

Curve	Radius	Length	Chord	Chord Bearing	Curve	Radius	Length	Chord	Chord Bearing	Curve	Radius	Length	Chord	Chord Bearing
C1	375.00'	57.18'	57.13'	S 57°01'44" W	C23	975.00'	70.27'	70.26'	S 59°43'11" W	C45	275.00'	25.40'	25.39'	N 46°41'22" E
C2	375.00'	30.82'	30.81'	S 50°18'22" W	C24	975.00'	70.28'	70.26'	S 55°35'23" W	C46	275.00'	70.22'	70.03'	N 56°39'04" E
C3	325.00'	9.60'	9.60'	S 70°58'59" W	C25	975.00'	63.30'	63.29'	S 51°39'54" W	C47	275.00'	25.54'	25.53'	N 66°37'37" E
C4	30.00'	40.75'	37.69'	S 32°55'06" W	C26	4955.21'	49.57'	49.57'	S 50°05'30" W	C48	275.00'	14.38'	14.37'	N 70°47'07" E
C5	275.00'	28.43'	28.42'	S 03°01'50" E	C27	30.00'	43.69'	39.93'	S 08°39'18" W	C49	30.00'	56.21'	48.34'	N 18°36'20" E
C6	275.00'	56.33'	56.23'	S 05°47'55" W	C28	30.00'	49.89'	44.34'	N 80°42'34" W	C50	30.00'	47.89'	42.96'	N 53°08'51" E
C7	275.00'	56.33'	56.23'	S 17°32'02" W	C29	4955.21'	97.57'	97.57'	S 52°12'49" W	C51	4905.21'	55.00'	55.00'	N 52°23'41" E
C8	275.00'	55.89'	55.79'	S 29°13'26" W	C30	4955.21'	82.63'	82.63'	S 53°15'19" W	C52	4905.21'	73.88'	73.88'	N 51°33'16" E
C9	225.00'	74.35'	74.01'	N 25°34'48" E	C31	256.09'	82.91'	82.55'	S 63°00'29" W	C53	4905.21'	70.00'	70.02'	N 50°44'12" E
C10	225.00'	78.38'	77.98'	N 06°08'04" E	C32	225.00'	19.08'	19.08'	S 69°51'11" W	C54	4905.21'	70.02'	70.02'	N 50°03'59" E
C11	225.00'	8.43'	8.43'	N 04°55'07" W	C33	225.00'	91.81'	91.18'	S 55°44'00" W	C55	4905.21'	44.73'	44.73'	N 50°31'10" E
C12	30.00'	50.56'	44.79'	S 54°16'26" W	C34	50.00'	25.15'	24.88'	S 29°38'10" W	C56	1025.00'	25.55'	25.55'	N 53°09'12" E
C13	30.00'	44.60'	40.61'	S 34°51'02" W	C35	50.00'	15.88'	15.82'	S 06°07'44" W	C57	1025.00'	68.69'	68.68'	N 53°09'12" E
C14	325.00'	39.94'	39.91'	S 04°13'24" E	C36	60.00'	49.44'	48.05'	S 20°37'59" W	C58	1025.00'	68.67'	68.66'	N 56°59'33" E
C15	325.00'	57.73'	57.65'	S 04°23'07" W	C37	60.00'	46.77'	45.60'	S 66°34'06" W	C59	1025.00'	68.67'	68.66'	N 64°40'12" E
C16	325.00'	55.20'	55.13'	S 14°20'21" W	C38	60.00'	50.57'	49.09'	N 66°57'20" W	C60	1025.00'	68.67'	68.66'	N 68°30'31" E
C17	325.00'	53.29'	53.23'	S 23°54'06" W	C39	60.00'	25.85'	25.65'	S 30°28'42" W	C61	1025.00'	68.67'	68.66'	N 68°20'50" E
C18	325.00'	46.34'	46.30'	S 32°40'59" W	C40	60.00'	33.85'	33.40'	N 01°57'49" W	C62	1025.00'	68.67'	68.66'	N 75°51'20" E
C19	30.00'	50.78'	44.93'	N 54°03'53" W	C41	60.00'	30.14'	29.82'	N 28°35'11" E	C63	1025.00'	56.85'	56.84'	N 75°51'20" E
C20	975.00'	95.67'	95.63'	S 74°38'00" W	C42	60.00'	50.35'	48.89'	N 67°01'00" E	C64	275.00'	35.07'	35.05'	N 73°47'26" E
C21	975.00'	90.02'	89.99'	S 69°10'38" W	C43	50.00'	24.22'	23.98'	N 77°10'49" E	C65	375.00'	26.37'	26.36'	S 45°56'16" W
C22	975.00'	80.79'	80.77'	S 64°09'30" W	C44	50.00'	16.81'	16.73'	N 53°40'24" E	C66	375.00'	57.18'	57.13'	S 39°33'18" W
										C67	375.00'	57.18'	57.13'	S 30°49'05" W

Page 2 of 4  
 Final Plat  
**Allen Mills - Phase 1, Map 2**  
 65 Single-Family Lots and 3 COS Lots  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA

SCALE 1"=50' DATE 12/29/17 JOB # 0899 DRAWN MCF

**Allen Geomatics**  
 LAND SURVEYING

Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-02180  
 www.AllenGeomatics.com

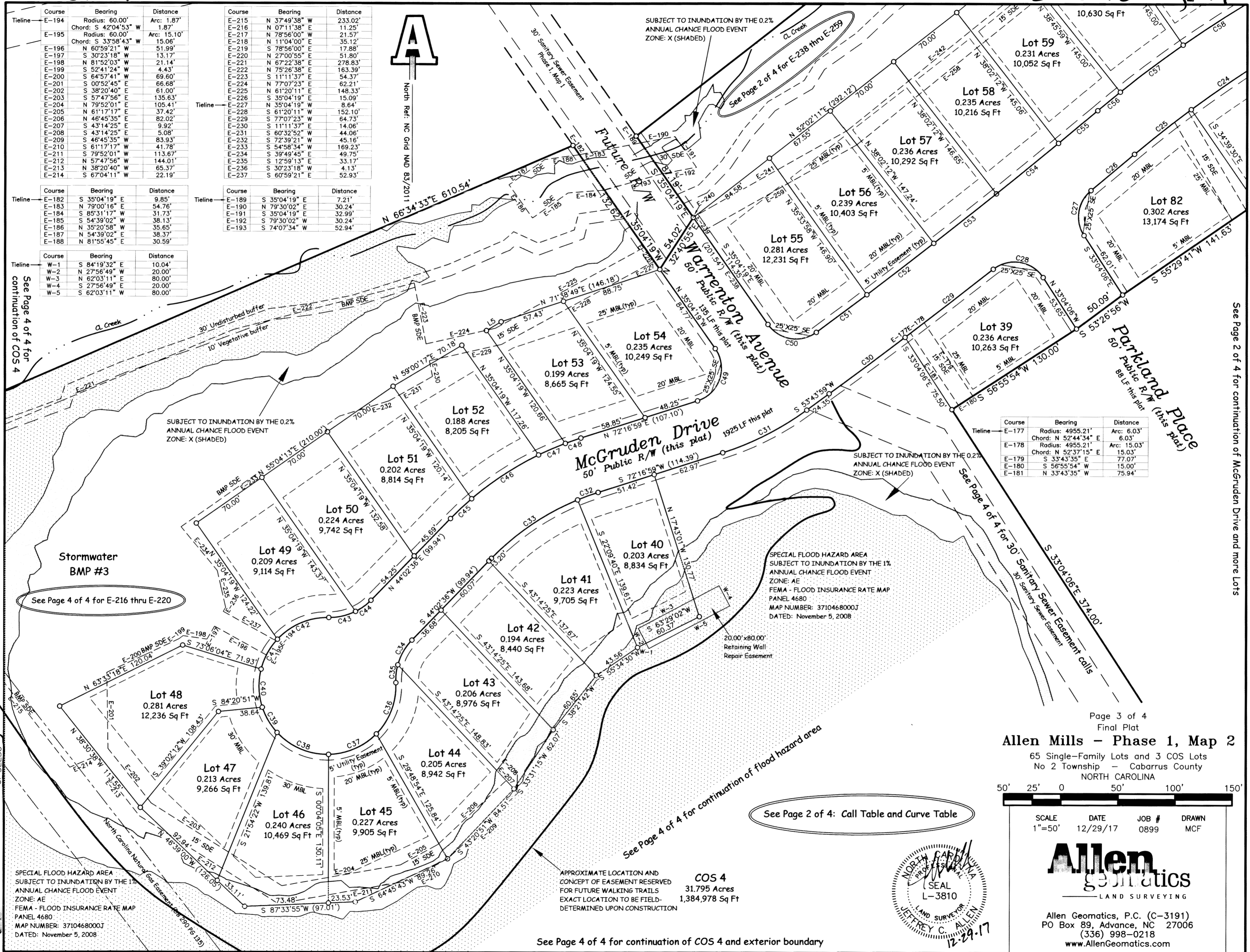
12-29-17

FILED Jan 22, 2018 08:57 am  
 BOOK 00075  
 PAGE 0096 Thru 0098  
 INSTRUMENT # 01451  
 EXCISE TAX \$0.00

See Page 3 of 4 for continuation of McGruden Drive and more Lots

See Page 1 of 4 for continuation of McGruden Drive and more Lots





Course	Bearing	Distance
E-194	Radius: 60.00'	Arc: 1.87'
E-195	Chord: S 42°04'53" W	1.87'
E-196	Radius: 60.00'	Arc: 15.10'
E-197	Chord: S 33°58'43" W	15.10'
E-198	Radius: 60.00'	Arc: 51.99'
E-199	Chord: N 60°59'21" W	51.99'
E-200	Radius: 60.00'	Arc: 13.17'
E-201	Chord: S 30°23'18" W	13.17'
E-202	Radius: 60.00'	Arc: 21.14'
E-203	Chord: N 81°52'03" W	21.14'
E-204	Radius: 60.00'	Arc: 4.43'
E-205	Chord: S 52°41'24" W	4.43'
E-206	Radius: 60.00'	Arc: 69.60'
E-207	Chord: S 00°52'45" E	66.68'
E-208	Radius: 60.00'	Arc: 61.00'
E-209	Chord: S 38°20'40" E	61.00'
E-210	Radius: 60.00'	Arc: 135.63'
E-211	Chord: S 57°47'56" E	135.63'
E-212	Radius: 60.00'	Arc: 105.41'
E-213	Chord: N 61°17'17" E	37.42'
E-214	Radius: 60.00'	Arc: 82.02'
E-215	Chord: N 46°45'35" E	82.02'
E-216	Radius: 60.00'	Arc: 9.92'
E-217	Chord: S 43°14'25" E	9.92'
E-218	Radius: 60.00'	Arc: 83.93'
E-219	Chord: S 46°45'35" W	83.93'
E-220	Radius: 60.00'	Arc: 41.78'
E-221	Chord: S 61°17'17" W	41.78'
E-222	Radius: 60.00'	Arc: 113.67'
E-223	Chord: S 79°52'01" W	113.67'
E-224	Radius: 60.00'	Arc: 144.01'
E-225	Chord: N 57°47'56" W	144.01'
E-226	Radius: 60.00'	Arc: 65.37'
E-227	Chord: N 38°20'40" W	65.37'
E-228	Radius: 60.00'	Arc: 22.19'
E-229	Chord: N 67°04'11" W	22.19'

Course	Bearing	Distance
E-215	N 37°49'38" W	233.02'
E-216	N 07°11'38" E	11.25'
E-217	N 78°56'00" W	21.57'
E-218	N 11°04'00" E	35.12'
E-219	S 78°56'00" E	17.38'
E-220	N 27°00'55" E	51.80'
E-221	N 67°22'38" E	278.83'
E-222	N 75°26'38" E	163.39'
E-223	S 11°11'37" E	54.37'
E-224	N 77°07'23" E	62.21'
E-225	N 61°20'11" E	148.33'
E-226	S 35°04'19" E	15.09'
E-227	N 35°04'19" W	8.64'
E-228	S 61°20'11" W	152.10'
E-229	S 77°07'23" W	64.73'
E-230	S 11°11'37" E	14.06'
E-231	S 60°32'52" W	44.06'
E-232	S 72°39'21" W	45.16'
E-233	S 54°58'34" W	169.23'
E-234	S 39°49'45" E	49.75'
E-235	S 12°59'13" E	33.17'
E-236	S 30°23'18" W	4.13'
E-237	S 60°59'21" E	52.93'

Course	Bearing	Distance
E-182	S 35°04'19" E	9.85'
E-183	N 79°00'16" E	54.76'
E-184	S 85°31'17" W	31.73'
E-185	S 54°39'02" W	38.13'
E-186	N 35°20'58" W	35.65'
E-187	N 54°39'02" E	38.37'
E-188	N 81°55'45" E	30.59'

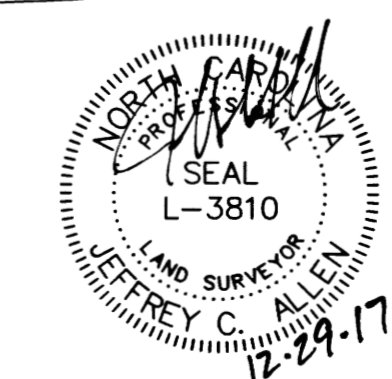
Course	Bearing	Distance
E-189	S 35°04'19" E	7.21'
E-190	N 79°30'02" E	30.24'
E-191	S 35°04'19" E	32.99'
E-192	S 79°30'02" W	30.24'
E-193	S 74°07'34" W	52.94'

Course	Bearing	Distance
W-1	S 84°19'32" E	10.04'
W-2	N 27°56'49" W	20.00'
W-3	N 62°03'11" E	80.00'
W-4	S 27°56'49" E	20.00'
W-5	S 62°03'11" W	80.00'

Course	Bearing	Distance
E-177	Radius: 4955.21'	Arc: 6.03'
E-178	Chord: N 52°44'34" E	6.03'
E-179	Radius: 4955.21'	Arc: 15.03'
E-180	Chord: N 52°37'15" E	15.03'
E-181	S 33°43'35" E	77.07'
E-182	S 56°55'54" W	15.00'
E-183	N 33°43'35" W	75.94'

FILED Jan 22, 2018 08:57 am  
 BOOK 00075  
 PAGE 0097 THRU 0097  
 INSTRUMENT # 01452  
 EXCISE TAX \$0.00

SPECIAL FLOOD HAZARD AREA  
 SUBJECT TO INUNDATION BY THE 1%  
 ANNUAL CHANCE FLOOD EVENT  
 ZONE: AE  
 FEMA - FLOOD INSURANCE RATE MAP  
 PANEL 4680  
 MAP NUMBER: 3710468000J  
 DATED: November 5, 2008



Page 3 of 4  
 Final Plat  
**Allen Mills - Phase 1, Map 2**  
 65 Single-Family Lots and 3 COS Lots  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA

SCALE	DATE	JOB #	DRAWN
1"=50'	12/29/17	0899	MCF

**Allen Geomatics**  
 LAND SURVEYING  
 Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com

See Page 4 of 4 for continuation of COS 4 and exterior boundary

See Page 2 of 4 for continuation of McGrudden Drive and more Lots

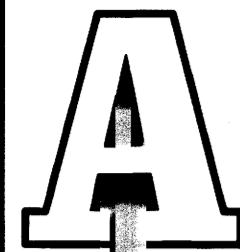
See Page 4 of 4 for continuation of COS 4

See Page 2 of 4: Call Table and Curve Table

APPROXIMATE LOCATION AND CONCEPT OF EASEMENT RESERVED FOR FUTURE WALKING TRAILS EXACT LOCATION TO BE FIELD-DETERMINED UPON CONSTRUCTION

**COS 4**  
 31.795 Acres  
 1,384,978 Sq Ft





North Ref: NC Grid NAD 83/2011

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights-of-way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right-of-way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such 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.

M/I Homes of Charlotte, LLC Date

12/29/17

NORTH CAROLINA COUNTY

Mecklenburg COUNTY
I, Alexis Seabrook, a Notary Public for said county and state, do hereby certify that Kevin Clark personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 29 day of December, 2017.

My Commission Expires 6/19/2021

Alexis Seabrook
Notary Public
Mecklenburg County, NC
My Commission Expires June 19, 2021

FUTURE DEVELOPMENT

MI Homes of Charlotte, LLC.
Taylor Morrison of Carolinas, Inc.
PIN: 46801663570000
DB 12287 PG 184

SPECIAL FLOOD HAZARD AREA
SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT
ZONE: AE
FEMA - FLOOD INSURANCE RATE MAP
PANEL 4680
MAP NUMBER: 3710468000J
DATED: November 5, 2008

Soil and Water Coservation
PIN: 46801441640000
DB 7510 PG 001

Grid bearing and distance
N 06°03'40"W 6613.64'
Tie line (nts)

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

I hereby certify that the City Council accepted the offers of dedications shown on this plat by resolution at a meeting of the City Council held on Dec 4, 2017.

Kevin J. Deason
City Clerk
Date 1/19/18

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 Allen Mills subdivision was approved by the Concord Planning & Zoning Commission Administrator with the concurrence of the Development Review Committee at their meeting on Jan 18, 2018.

Kevin J. Deason
Planning & Neighborhood Services Director (or Designee)
Date 1/19/18

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 "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.

Director of Engineering
Date 1/19/18

CERTIFICATE OF FEE PAYMENT

I hereby certify that all fees for the Allen Mills subdivision have been paid, or that the fees are not applicable.

Finance Director
Date 1/19/18

Review Officer's Certificate

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

Greg Bell (P)
Review Officer
Date 01/22/2018

Remaining Easement Calls on Page 3 of 4

Table with 3 columns: Course, Bearing, Distance. Lists various easement courses and their measurements.

Table with 3 columns: Course, Bearing, Distance. Lists 5 courses for a 30' Sanitary Sewer Easement across COS 4.



Page 4 of 4
Final Plat
Allen Mills - Phase 1, Map 2

65 Single-Family Lots and 3 COS Lots
No 2 Township - Cabarrus County
NORTH CAROLINA

SCALE 1"=100'
DATE 12/29/17
JOB # 0899
DRAWN MCF



Allen Geomatics, P.C. (C-3191)
PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com

FILED Jan 22, 2018 08:57 am
BOOK 00075
PAGE 0098 THRU 0098
INSTRUMENT # 01453
EXCISE TAX \$0.00

NOTES:

- PIN: A portion of 46801663570000
- Deed Reference: DB 12287 PG 184
- Zoning: Current: PRD
- Building setbacks: Front = 20' Rear = 25' Side setbacks are determined by lot widths at Front building line. 60' = 5' per side / 20' corner 70' = 5' per side / 20' corner
- Total Area: 5.593 Acres 5.300 Acres 2 COS Lots: 4.594 Acres Herringbone Lane: 0.299 Acres Existing R/W Cox Mill Rd: 0.473 Acres New Cox Mill Road Right-of-Way: 0.233 Acres
- Total linear footage in new roads: 174 lin ft Herringbone Lane: 174 lin ft
- This property is not located in a watershed district.
- 1/2" iron rebar set at all property corners, unless otherwise noted.
- The purpose of this plat is to define 2 COS lots, storm drainage easements, and a public road right of way.
- This property is not located in a Special Flood Hazard Area. FEMA Map Number: 3710468000J Dated: 11/05/2008
- No permanent or accessory structures are permitted within any easements. Fences are the exception. But if a homeowner has a fence within an easement, it will be the responsibility of the homeowner to repair or replace the fence if removal is required for maintenance. This rule applies to COS 5. SDEs are centered on the existing storm structures.
- Maintenance of SDE - Private is the responsibility of the Homeowners Association (HOA).
- The Operation and Maintenance of the storm water structures is the responsibility of the Homeowners Association (HOA).

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan 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.

W. Martin Davis 1-22-18  
Date  
M/I Homes of Charlotte, LLC

NORTH CAROLINA  
Mecklenburg County  
I, Alexis Seabrook, a Notary Public for said county and state, do hereby certify that W. Martin Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 22 day of January, 2018.  
Notary Public  
My Commission Expires 6/19/2021

Alexis Seabrook  
Notary Public  
Mecklenburg County, NC  
My Commission Expires June 19, 2021

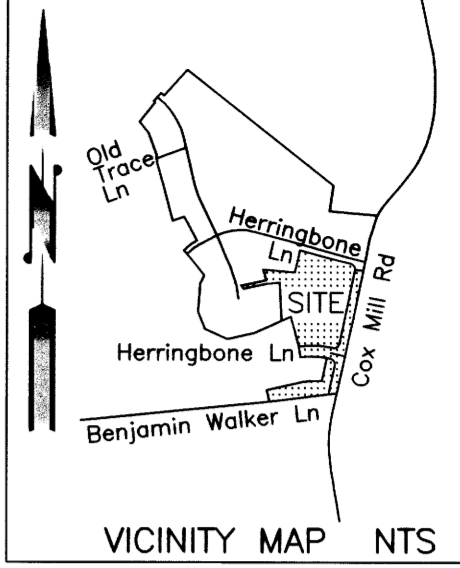
Review Officer's Certificate

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS  
I, Greg Belk Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
Greg Belk (PDG) 02/06/2018  
Review Officer Date

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 "Best Management Practice" shown on this plan 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.

M. Sue Lipe 2/6/18  
Director of Engineering Date



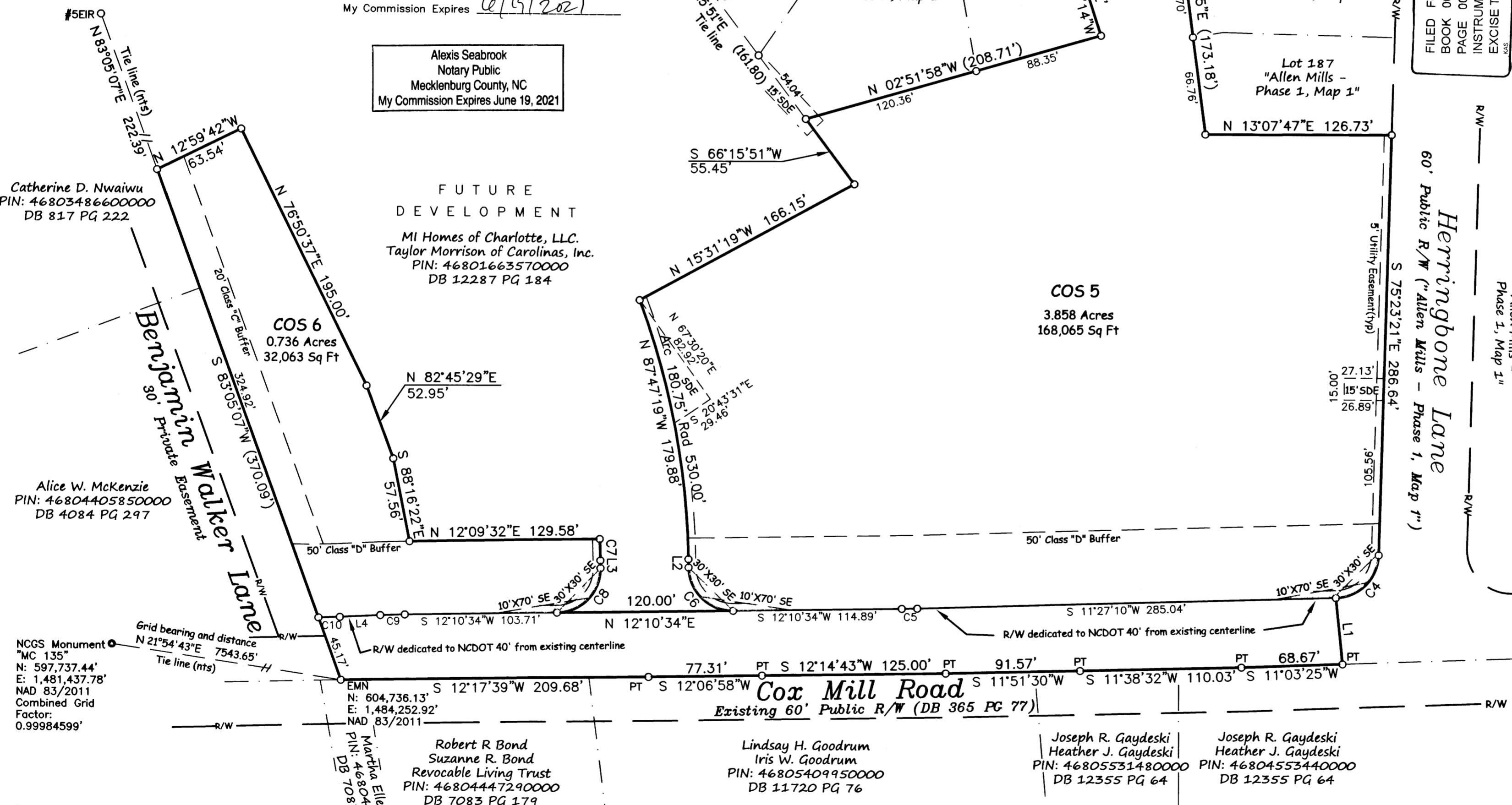
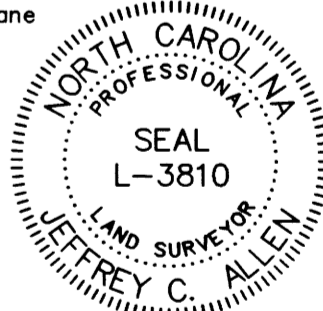
FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS  
PAGE 0010 THRU 0010  
INSTRUMENT # 02844  
EXCISE TAX \$0.00  
FEB 07 2018 10:17:07 AM

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 1/22/18, 2017.  
City Clerk Date

Certificate of Fee Payment  
I hereby certify that all fees for the Allen Mills subdivision have been paid or that the fees are not applicable.  
Jeffrey C. Allen 2/7/18  
Finance Director Date

I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page NOTED; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:  
RTK Network procedure on 05/31/17;  
NAD83 Datum / Epoch 2011 / GEOID09;  
Checked Published NCGS Monument "MC 135"  
Positional accuracy < 0.10'; US Survey Feet  
Combined Grid Factor 0.99984599'

Witness my original signature, registration number and seal this 16th day of January, 2018.  
Jeffrey C. Allen  
PROFESSIONAL LAND SURVEYOR L-3810



FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801663570000  
DB 12287 PG 184

Catherine D. Nwaiwu  
PIN: 46803486600000  
DB 817 PG 222

Alice W. McKenzie  
PIN: 46804405850000  
DB 4084 PG 297

Robert R Bond  
Suzanne R. Bond  
Revocable Living Trust  
PIN: 46804447290000  
DB 7083 PG 179

Lindsay H. Goodrum  
Iris W. Goodrum  
PIN: 46805409950000  
DB 11720 PG 76

Joseph R. Gaydeski  
Heather J. Gaydeski  
PIN: 46805531480000  
DB 12355 PG 64

Joseph R. Gaydeski  
Heather J. Gaydeski  
PIN: 46804553440000  
DB 12355 PG 64

LEGEND

- EIR EXISTING IRON REBAR
- EMN EXISTING MAGNETIC NAIL
- PT POINT NOT FOUND OR SET
- NAD NORTH AMERICAN DATUM
- NCGS NORTH CAROLINA GEODETIC SURVEY
- NTS NOT TO SCALE
- PIN PARCEL IDENTIFICATION NUMBER
- R/W RIGHT-OF-WAY
- SDE STORM DRAINAGE EASEMENT (PRIVATE)
- TYP TYPICAL
- COS COMMON OPEN SPACE
- SE SIGHT EASEMENT

Call Table

Course	Bearing	Distance
L1	S 82°58'14" E	45.44'
L2	N 78°01'06" W	5.65'
L3	S 78°01'06" E	5.24'
L4	S 10°25'16" W	27.59'

Curve Table

Curve	Radius	Length	Chord	Chord Bearing
C1	50.00'	22.19'	22.01'	N 37°02'09" W
C2	50.00'	6.42'	6.42'	N 53°25'46" W Tie line
C3	50.00'	6.17'	6.16'	S 20°47'16" E Tie line
C4	30.00'	45.47'	41.24'	S 31°58'05" E
C5	1955.00'	10.43'	10.43'	S 12°01'23" W
C6	30.00'	47.02'	42.35'	S 7°04'44" W
C7	470.00'	14.66'	14.66'	S 78°54'43" E
C8	30.00'	47.23'	42.50'	S 32°55'16" E
C9	545.00'	16.69'	16.69'	S 11°17'55" W
C10	455.00'	14.62'	14.62'	S 11°20'30" W

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 Allen Mills subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on Feb 1, 2018.

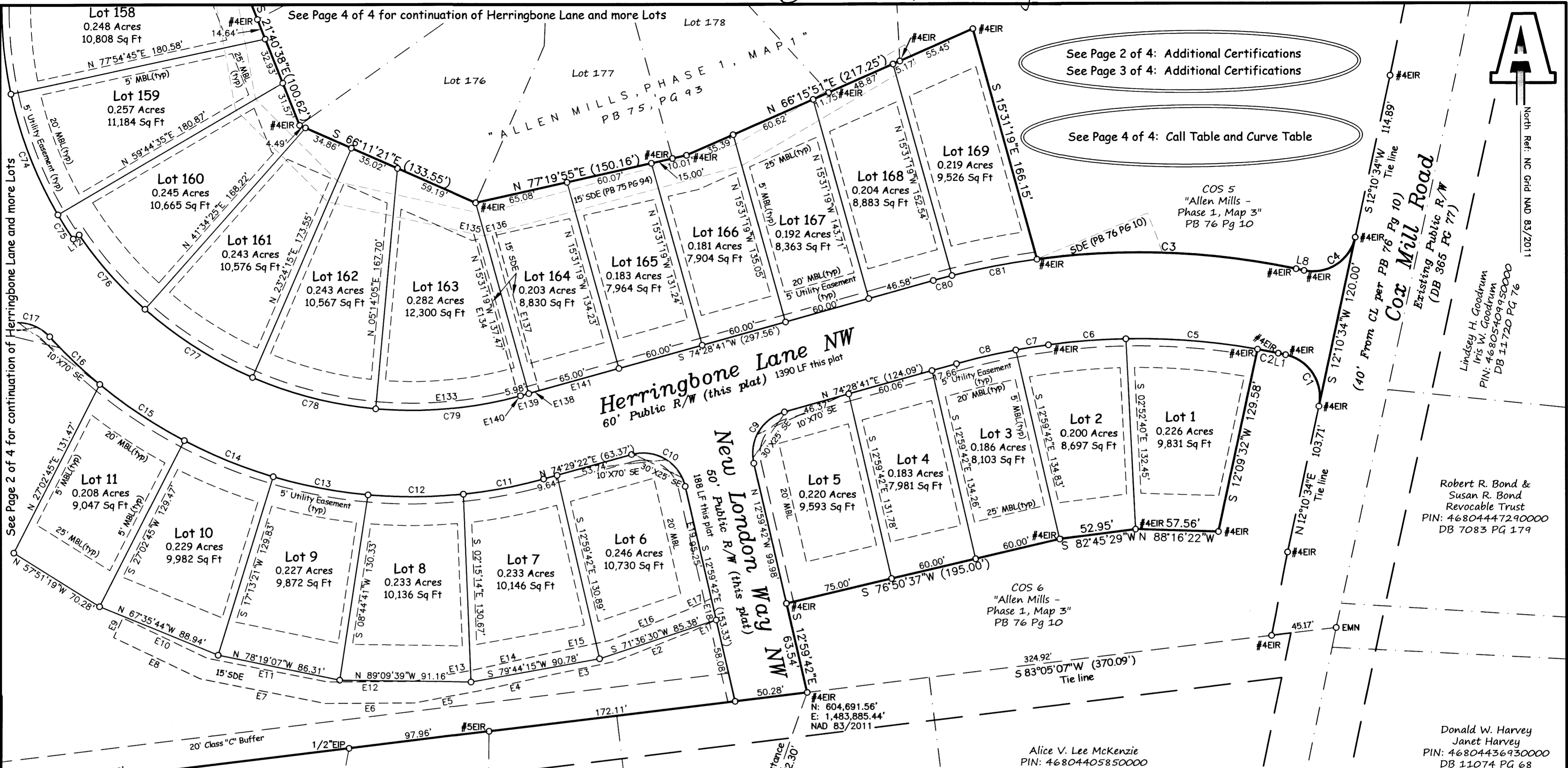
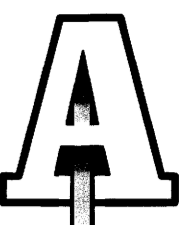
Kevin Kelly 2/7/18  
Planning and Neighborhood Services Director (or Designee) Date

OWNER:  
M/I Homes of Charlotte, LLC  
5350 77 Center Drive  
Charlotte, NC 28217



Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com





See Page 2 of 4: Additional Certifications  
 See Page 3 of 4: Additional Certifications  
 See Page 4 of 4: Call Table and Curve Table

FILED Jul 02, 2018 12:51 pm  
 CABARRUS COUNTY NC  
 WAYNE NIXON REGISTER OF DEEDS  
 BOOK 00077  
 PAGE 0062 THRU 0066  
 INSTRUMENT # 16006  
 EXCISE TAX \$0.00

**Walker Lane 30' Private Easement**  
 S 83°05'07"W (1018.46')

**NOTES:**

- Tax Parcel: A Portion of 46801663310000
- Deed Ref.: Part of DB 12287 Pg 184
- Zoning: PRD
- Building setbacks:  
 Front = 20'  
 Rear = 25'  
 Side setbacks are determined by lot widths at Front building line.  
 60' = 5' per side / 20' corner  
 70' = 5' per side / 20' corner
- Total Area: 31.159 Acres  
 95 Lots: 21.331 Acres  
 1 COS Lot: 4.274 Acres  
 Right-of-Way: 5.554 Acres  
 Herringbone Lane: 1.825 Acres  
 New London Way: 0.225 Acres  
 Capwalk Road: 1.093 Acres  
 Parkland Place: 1.257 Acres  
 Bellegray Lane: 0.562 Acres  
 Anatrella Lane: 0.592 Acres
- All houses built on the lots shown on this plat shall have NFPA 130 Sprinkler Systems installed.
- Total linear footage in new roads: 4,274 lin ft  
 Herringbone Lane: 1,390 lin ft  
 New London Way: 188 lin ft  
 Capwalk Road: 783 lin ft  
 Parkland Place: 923 lin ft  
 Bellegray Lane: 482 lin ft  
 Anatrella Lane: 508 lin ft
- This property is not located in a watershed district.
- 1/2" iron rebar set at all property corners, unless otherwise noted.
- The purpose of this plat is to define 95 Single-Family Lots, 1 COS lot, storm drainage easements, and a public road right of way.
- This property is not located in a Special Flood Hazard Area. FEMA Map Number: 3710468000J Dated: 11/05/2008
- No permanent or accessory structures are permitted within any easements. Fences are the exception. If a homeowner has a fence within an easement, it will be the responsibility of the homeowner to repair or replace the fence if removal is required for maintenance. This rule applies to Lots 6-10, 14-15, 23, 31-38, 83-85, 95-103, 106-108, 111-112, 129-137, 139-143, 155-169, COS 8. SDEs are centered on the existing storm structures.
- Maintenance of SDE - Private is the responsibility of the Homeowners Association (HOA).
- The Operation and Maintenance of the storm water structures is the responsibility of the Homeowners Association (HOA).

**LEGEND**

- EIR EXISTING IRON REBAR
- R/W RIGHT-OF-WAY
- PIN PARCEL IDENTIFICATION NUMBER
- NCGS NORTH CAROLINA GEODETIC SURVEY
- NAD NORTH AMERICAN DATUM
- MBL MINIMUM BUILDING LINE (SETBACK)
- SSE SANITARY SEWER EASEMENT
- EMN EXISTING MAGNETIC NAIL
- PT POINT NOT FOUND OR SET TYPICAL
- NTS NOT TO SCALE
- SDE STORM DRAINAGE EASEMENT (PRIVATE)
- PSDE PUBLIC STORM DRAINAGE EASEMENT
- SE SIGHT EASEMENT
- COS COMMON OPEN SPACE
- R/W RIGHT-OF-WAY

I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS page NOTED; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:  
 RTK Network procedure on 05/31/17;  
 NAD83 Datum / Epoch 2011 / GEOID09;  
 Checked Published NCGS Monument "MC 135"  
 Positional accuracy < 0.10"; US Survey Feet  
 Combined Grid Factor 0.99984599'

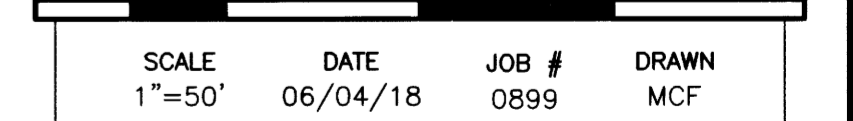
Witness my original signature, registration number and seal this 4th day of June, 2018.

*Jeffrey C. Allen*  
 PROFESSIONAL LAND SURVEYOR L-3810



OWNER:  
 M/I Homes of Charlotte, LLC  
 5350 77 Center Drive  
 Charlotte, NC 28217

Page 1 of 4  
 Final Plat  
**Allen Mills - Phase 1, Map 4**  
 95 Single-Family Lots and 1 COS Lot  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA

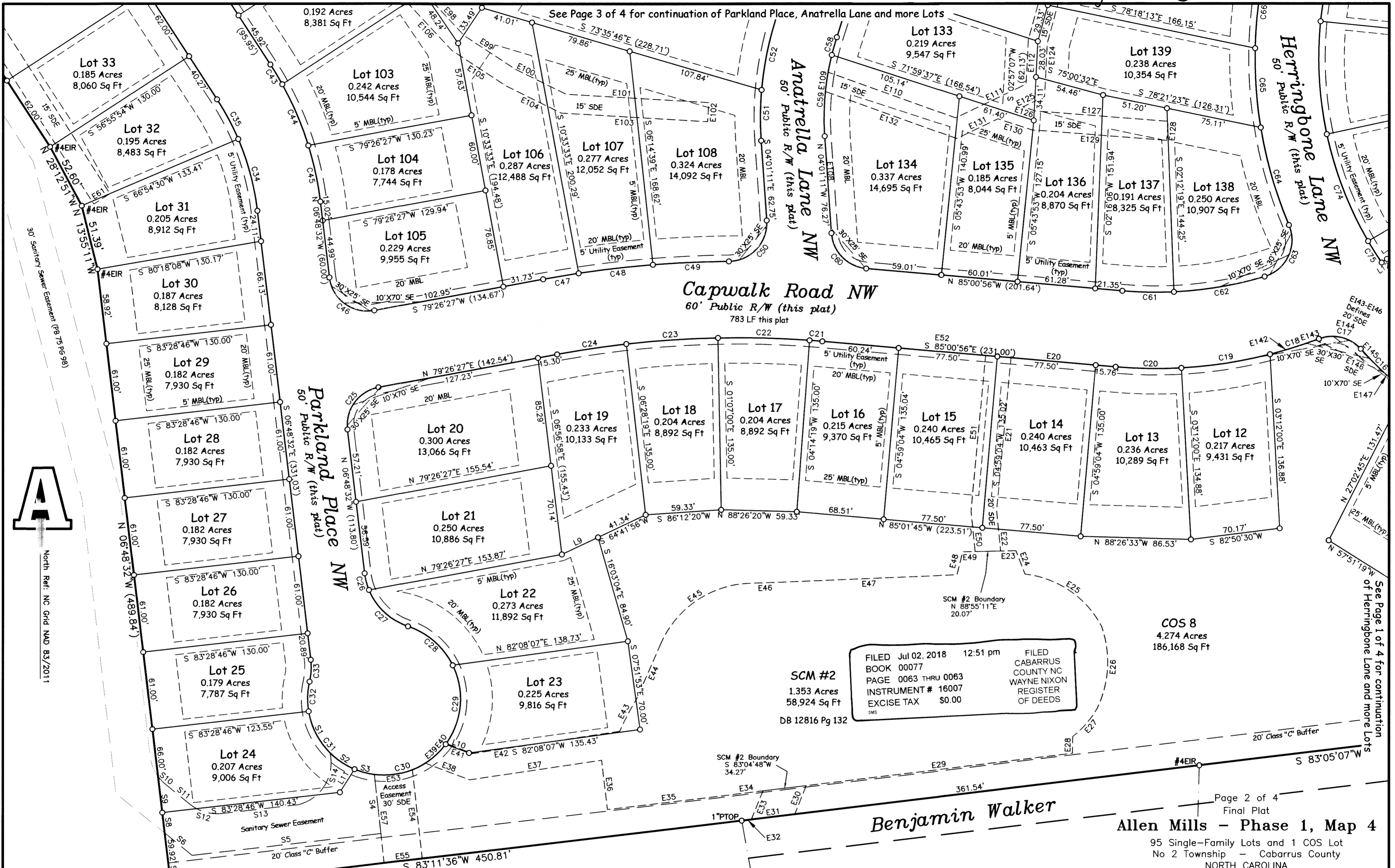


SCALE	DATE	JOB #	DRAWN
1"=50'	06/04/18	0899	MCF

**Allen**  
 geomatics  
 LAND SURVEYING

Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com





FILED Jul 02, 2018 12:51 pm  
 BOOK 00077  
 PAGE 0063 THRU 0063  
 INSTRUMENT # 16007  
 EXCISE TAX \$0.00  
 FILED CABARRUS COUNTY NC  
 WAYNE NIXON REGISTER OF DEEDS

SCM #2  
 1.353 Acres  
 58,924 Sq Ft  
 DB 12816 Pg 132

COS 8  
 4.274 Acres  
 186,168 Sq Ft

Benjamin Walker

Allen Mills - Phase 1, Map 4

95 Single-Family Lots and 1 COS Lot  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA

50' 25' 0' 50' 100' 150'

SCALE 1"=50' DATE 06/04/18 JOB # 0899 DRAWN MCF



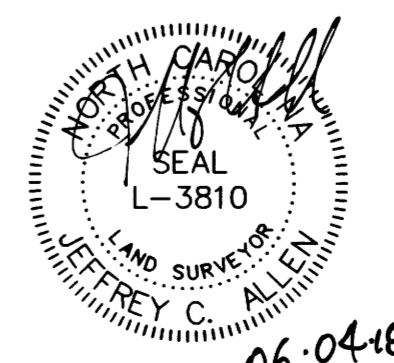
Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

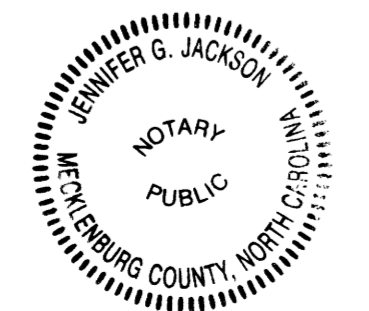
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights-of-way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right-of-way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such 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.

W. Nathan Davis 6-25-18  
 M/I Homes of Charlotte, LLC Date

Earl Keith Newcomer, Sr.  
 PIN: 46803413150000  
 DB 6610 PG 200



06-04-18



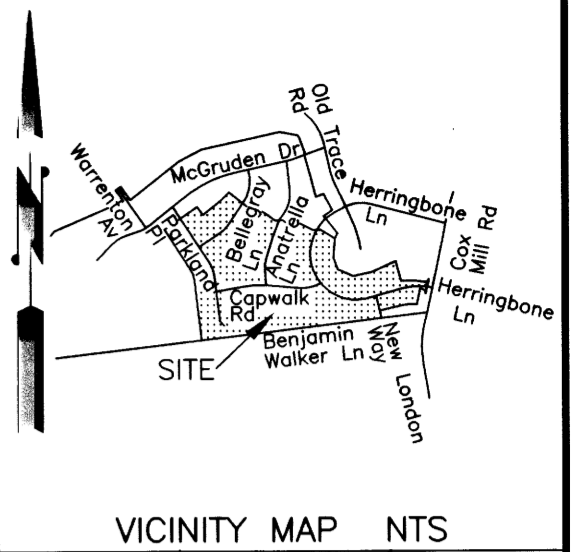
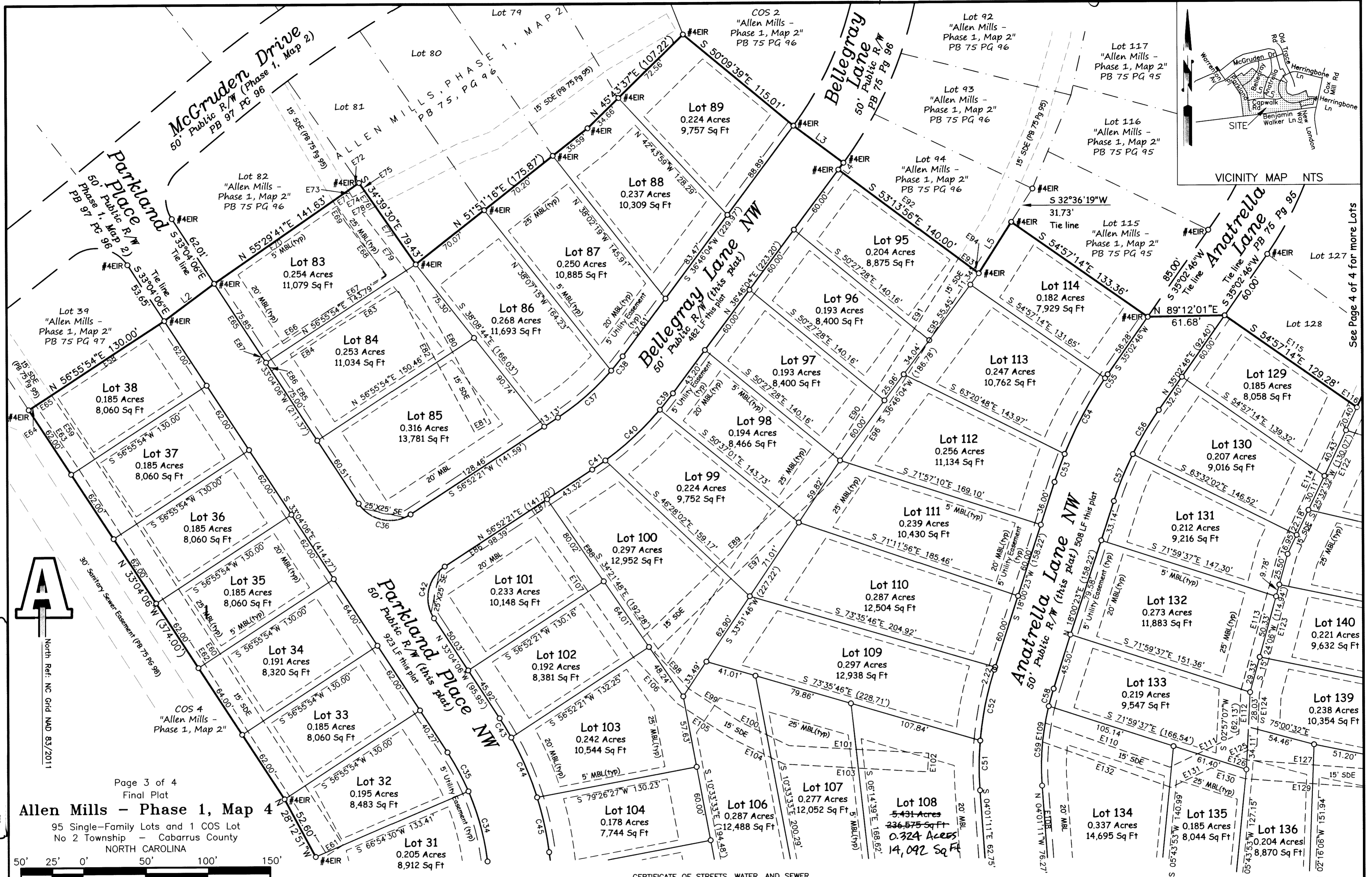
Soil and Water Conservation  
 District of Cabarrus County  
 PIN: 46801441640000  
 DB 7510 PG 01

NORTH CAROLINA COUNTY  
 I, W. Nathan Davis, a Notary Public for said county and state, do hereby certify that W. Nathan Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 25 day of June, 2018.

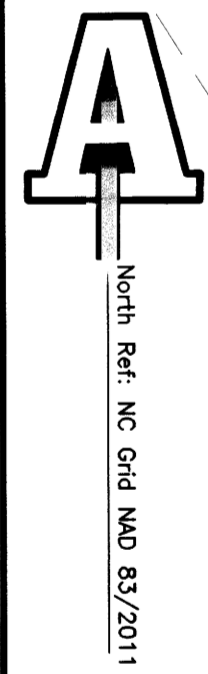
My Commission Expires 11-12-19

See Page 1 of 4 for continuation of Herrington Lane and more lots

Page 2 of 4  
 Final Plat



FILED Jul 02, 2018 12:51 pm  
BOOK 00077  
PAGE 0064 THRU 0064  
INSTRUMENT # 16008  
EXCISE TAX \$0.00  
WAYNE NIXON  
REGISTER  
OF DEEDS

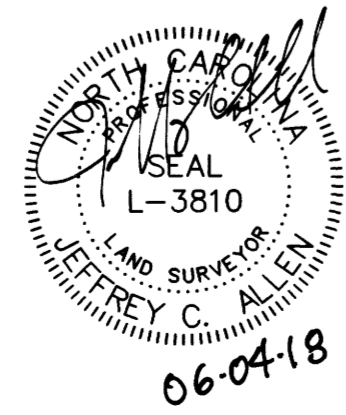


Page 3 of 4  
Final Plat  
**Allen Mills - Phase 1, Map 4**  
95 Single-Family Lots and 1 COS Lot  
No 2 Township - Cabarrus County  
NORTH CAROLINA

SCALE DATE JOB # DRAWN  
1"=50' 06/04/18 0899 MCF



Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com



Review Officer's Certificate  
STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS  
I, Greg Bell, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
Greg Bell (sdh) 7/2/18  
Review Officer Date

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 "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.  
M. S. Heth 6/28/18  
Director of Engineering Date

CERTIFICATE OF FINAL PLAT APPROVAL  
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the Allen Mills subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on 6/28/2018.  
K. Kelly 6/29/18  
Planning and Neighborhood Services Director (or Designee) Date

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 6/29/2018.  
Amelia 6/29/2018  
City Clerk Date  
Certificate of Fee Payment  
I hereby certify that all fees for the Allen Mills subdivision have been paid and that the fees are not applicable.  
Pan Mula 6/29/18  
Finance Director Date

See Page 2 of 4 for continuation of Parkland Place, Anatrella Lane and more Lots

See Page 4 of 4 for more Lots



Curve	Radius	Length	Chord	Chord Bearing
C1	30.00'	47.23'	42.50'	N 32°55'16" W
C2	470.00'	14.66'	14.66'	N 78°54'43" W
C3	530.00'	180.75'	179.88'	S 87°47'19" E
C4	30.00'	47.02'	42.35'	N 57°04'44" E
C5	470.00'	91.92'	91.77'	N 85°24'30" W
C6	470.00'	53.71'	53.68'	S 85°42'54" W
C7	470.00'	22.95'	22.95'	S 81°02'32" W
C8	470.00'	42.37'	42.36'	S 77°03'38" W
C9	30.00'	45.80'	41.48'	S 30°44'29" W
C10	30.00'	48.44'	43.35'	N 59°15'10" W
C11	340.00'	56.81'	56.74'	S 79°15'52" W
C12	340.00'	66.31'	66.20'	S 89°38'17" W
C13	340.00'	67.21'	67.10'	N 79°06'44" W
C14	340.00'	66.84'	66.74'	N 67°49'02" W
C15	340.00'	70.61'	70.48'	N 56°14'08" W
C16	340.00'	48.08'	48.04'	N 46°14'05" W
C17	30.00'	35.90'	33.80'	N 76°27'58" W
C18	361.33'	40.25'	40.23'	S 72°26'32" W
C19	361.33'	70.44'	70.33'	S 81°13'07" W
C20	361.33'	51.59'	51.55'	N 89°06'21" W
C21	770.00'	10.02'	10.02'	N 85°23'18" W
C22	770.00'	71.97'	71.95'	N 88°26'20" W
C23	770.00'	71.97'	71.95'	S 86°12'20" W
C24	770.00'	54.93'	54.91'	S 81°29'04" W
C25	30.00'	45.16'	41.02'	S 36°18'58" W
C26	50.00'	13.60'	13.56'	S 14°36'11" E
C27	50.00'	43.11'	41.78'	S 47°05'45" E
C28	60.00'	47.75'	46.50'	S 48°59'38" E
C29	60.00'	65.48'	62.28'	S 05°04'15" W
C30	60.00'	79.86'	74.09'	S 74°27'48" W
C31	60.00'	60.67'	58.12'	N 38°26'21" W
C32	60.00'	23.54'	23.59'	N 01°46'04" E
C33	50.00'	17.29'	17.21'	N 03°05'54" E
C34	205.00'	58.53'	58.33'	N 14°59'17" W
C35	205.00'	35.43'	35.38'	N 28°07'04" W
C36	30.00'	47.15'	42.45'	S 78°05'52" E
C37	205.00'	57.18'	56.99'	N 48°52'55" E
C38	205.00'	14.75'	14.75'	N 38°49'47" W
C39	255.00'	16.79'	16.78'	S 38°39'13" W

C40	255.00'	59.86'	59.72'	S 47°15'52" W
C41	255.00'	12.83'	12.83'	S 55°25'52" W
C42	30.00'	47.09'	42.40'	S 11°54'08" W
C43	255.00'	18.10'	18.10'	S 31°02'06" E
C44	255.00'	52.35'	52.26'	S 23°07'13" E
C45	255.00'	45.09'	45.03'	S 12°10'38" E
C46	30.00'	49.09'	43.79'	S 53°41'02" E
C47	830.00'	28.28'	28.28'	N 80°25'01" E
C48	830.00'	58.65'	58.64'	N 83°25'03" E
C49	830.00'	59.56'	59.55'	N 87°29'51" E
C50	30.00'	48.99'	43.73'	N 42°46'00" E
C51	255.00'	39.91'	39.87'	N 00°27'51" E
C52	255.00'	58.12'	57.99'	N 11°28'38" E
C53	325.00'	23.89'	23.89'	N 20°06'44" E
C54	325.00'	69.04'	68.91'	N 28°18'15" E
C55	325.00'	3.72'	3.72'	N 34°43'05" E
C56	275.00'	41.18'	41.14'	S 30°45'22" W
C57	275.00'	40.60'	40.57'	S 22°14'11" W
C58	205.00'	14.51'	14.51'	S 15°58'43" W
C59	205.00'	64.30'	64.04'	S 04°57'56" W
C60	30.00'	42.41'	38.97'	S 44°31'04" E
C61	301.33'	40.48'	40.45'	S 88°51'50" E
C62	301.33'	72.29'	72.11'	N 80°24'54" E
C63	30.00'	50.56'	44.78'	N 25°15'44" E
C64	335.00'	79.82'	79.63'	N 16°11'32" W
C65	335.00'	62.40'	62.31'	N 04°01'48" W
C66	335.00'	60.33'	60.24'	N 06°27'55" E
C67	335.00'	9.57'	9.57'	N 12°26'32" E
C68	375.00'	29.14'	29.13'	N 15°29'11" E
C69	375.00'	57.18'	57.13'	N 22°04'52" E
C70	325.00'	83.21'	82.98'	S 24°19'47" W
C71	325.00'	21.19'	21.18'	S 15°07'40" W
C72	285.00'	37.19'	37.17'	S 09°31'17" W
C73	285.00'	88.89'	88.53'	S 03°09'09" E
C74	285.00'	90.38'	90.00'	S 21°10'20" E
C75	285.00'	19.90'	19.89'	S 32°15'26" E
C76	280.00'	69.24'	69.07'	S 41°20'31" E
C77	280.00'	88.79'	88.42'	S 57°30'40" E
C78	280.00'	88.79'	88.42'	S 75°40'50" E
C79	280.00'	101.44'	100.88'	N 84°51'23" E
C80	530.00'	13.43'	13.43'	N 75°12'13" E
C81	530.00'	60.24'	60.20'	N 79°11'07" E

Course	Bearing	Distance
L1	N 78°01'06" W	5.24'
L2	N 53°26'56" E	50.09'
L3	S 53°13'56" E	50.00'
L4	S 36°46'04" W	6.77'
L5	N 32°36'18" W	48.71'
L6	N 25°32'32" E	34.83'
L7	N 32°44'08" W	22.20'
L8	S 78°01'06" W	5.65'
L9	S 64°41'56" W	31.40'
L10	N 69°31'05" W	19.59'
L11	S 32°31'47" W	21.46'
L12	N 55°44'34" E	5.00'

Course	Bearing	Distance
S1	S 27°18'24" E	36.76'
S2	Rad: 60.00'	Arc: 23.32'
	Tan: 11.81'	CA: 22°15'55"
	Chd: S 56°16'32" E	23.17'
S3	S 75°06'50" E	16.09'
S4	S 06°19'46" E	46.62'
S5	S 83°23'30" W	149.27'
S6	N 50°50'16" W	27.80'
S7	N 06°48'32" W	43.75'
S8	N 06°48'32" W	16.17'
S9	N 06°48'32" W	28.71'
S10	Rad: 34.00'	Arc: 9.04'
	Tan: 4.54'	CA: 15°13'35"
	Chd: S 43°13'28" E	9.01'
S11	S 50°50'16" E	24.13'
S12	Rad: 34.00'	Arc: 27.16'
	Tan: 14.35'	CA: 45°45'55"
	Chd: S 73°43'14" E	26.44'
S13	N 83°23'49" E	60.50'
S14	Rad: 34.00'	Arc: 52.78'
	Tan: 33.38'	CA: 88°56'39"
	Chd: N 31°25'22" E	47.64'

Course	Bearing	Distance
E1	S 64°51'17" W	16.80'
E2	S 68°31'48" W	59.11'
E3	S 78°09'13" W	44.64'
E4	S 77°30'52" W	53.77'
E5	S 79°18'36" W	43.51'
E6	S 89°42'45" W	62.32'
E7	N 78°48'13" W	88.80'
E8	N 64°19'37" W	66.52'
E9	N 25°40'23" E	15.00'
E10	S 64°19'37" E	64.62'
E11	S 78°48'13" E	85.39'
E12	N 89°42'45" E	59.45'
E13	N 79°18'36" E	41.91'
E14	N 77°30'52" E	53.62'
E15	N 78°09'13" E	43.46'
E16	N 68°31'48" E	57.49'
E17	N 64°58'42" E	19.42'
E18	S 12°59'42" E	15.29'
E19	S 12°59'42" E	79.96'
E20	N 85°00'56" W	66.73'
E21	S 05°20'44" W	120.63'
E22	S 05°43'41" E	31.89'
E23	N 88°55'11" E	11.97'
E24	S 21°26'40" E	19.67'
E25	Rad: 77.94'	Arc: 75.54'
	Chd: S 55°48'34" E	72.62'
E26	Rad: 84.46'	Arc: 66.48'
	Chd: S 03°01'00" W	64.77'
E27	Rad: 77.50'	Arc: 29.43'
	Chd: S 40°54'03" W	29.25'
E28	S 00°35'42" W	13.11'

E29	S 83°04'48" W	210.34'
E30	S 21°58'19" W	24.21'
E31	S 83°05'07" W	34.26'
E32	N 83°05'07" E	7.62'
E33	N 21°58'19" E	24.21'
E34	S 83°04'48" W	25.01'
E35	S 83°11'28" W	97.77'
E36	N 06°48'32" W	39.02'
E37	S 81°30'18" W	104.74'
E38	N 69°30'37" W	37.06'
E39	Rad: 60.00'	Arc: 21.97'
	Chd: N 46°49'25" E	21.85'
E40	Rad: 60.00'	Arc: 0.72'
	Chd: N 35°59'28" E	0.72'
E41	S 69°10'14" E	22.13'
E42	N 81°20'37" E	116.78'
E43	Rad: 206.41'	Arc: 28.65'
	Chd: N 27°33'54" E	28.63'
E44	N 23°36'25" E	48.06'
E45	Rad: 78.00'	Arc: 87.79'
	Chd: N 55°51'02" E	83.23'
E46	N 88°05'38" E	25.09'
E47	N 87°34'37" E	138.01'
E48	N 13°55'24" E	18.56'
E49	N 88°55'11" E	9.79'
E50	N 05°43'41" W	32.21'
E51	N 05°20'44" E	122.44'
E52	S 85°00'56" E	68.27'
E53	Rad: 60.00'	Arc: 30.33'
	Chd: N 82°42'02" E	30.00'
E54	S 06°19'46" E	70.13'
E55	S 83°11'36" E	30.00'
E56	N 83°11'36" E	168.40'
E57	N 06°19'46" W	69.88'
E58	S 56°55'54" W	108.11'
E59	S 33°43'35" E	62.02'
E60	S 32°31'59" E	368.50'
E61	S 56°59'49" W	15.00'
E62	N 32°31'58" W	368.40'
E63	N 33°43'35" W	62.09'
E64	N 56°55'54" E	6.89'
E65	N 56°55'54" E	15.00'
E66	S 33°04'06" E	68.79'
E67	N 56°42'45" E	65.58'
E68	N 58°41'19" E	53.96'
E69	N 37°33'54" W	53.88'
E70	N 30°32'20" W	19.41'
E71	N 55°29'41" E	116.18'
E72	N 55°29'41" W	10.41'
E73	S 30°32'20" E	6.38'
E74	N 63°09'03" E	10.97'
E75	S 34°39'30" E	7.83'
E76	S 34°39'30" E	15.14'
E77	N 34°39'30" W	56.46'
E78	N 63°09'03" W	11.85'
E79	S 37°13'52" E	68.40'
E80	S 28°07'27" E	129.46'
E81	S 61°52'33" W	15.00'
E82	N 28°07'27" W	129.30'
E83	S 58°41'19" W	55.10'
E84	S 56°42'45" W	65.32'

E85	N 33°01'10" W	67.07'
E86	N 33°28'59" W	7.93'
E87	N 33°04'06" W	7.07'
E88	N 56°52'21" E	83.40'
E89	N 56°52'21" E	14.99'
E90	S 34°21'50" E	135.04'
E91	N 46°18'31" E	211.83'
E92	N 33°48'22" E	75.03'
E93	N 32°14'13" E	111.72'
E94	S 53°13'56" E	119.76'
E95	S 53°13'56" E	15.05'
E96	N 53°13'56" W	5.19'
E97	S 32°14'13" W	110.74'
E98	S 33°48'22" W	76.88'
E99	S 46°18'31" W	214.76'
E100	S 43°06'53" E	40.78'
E101	S 56°49'10" E	48.03'
E102	S 63°44'00" E	44.12'
E103	S 86°37'14" E	112.03'
E104	S 86°37'14" W	115.06'
E105	S 86°37'14" W	115.06'
E106	S 86°37'14" W	115.06'
E107	S 86°37'14" W	115.06'
E108	S 86°37'14" W	115.06'
E109	Rad: 205.00'	Arc: 15.33'
	Chd: N 07°56'10" E	15.32'
E110	S 70°15'58" E	106.17'
E111	N 64°29'34" E	61.27'
E112	N 02°57'10" E	34.70'
E113	N 15°23'14" E	116.55'
E114	N 25°32'32" E	131.99'
E115	S 54°57'14" E	121.68'
E116	S 54°57'14" E	7.60'
E117	N 25°32'32" E	34.83'
E118	N 25°32'32" E	22.20'
E119	S 63°33'02" E	7.54'
E120	N 63°33'02" W	118.83'
E121	S 32°43'08" W	22.55'
E122	S 25°32'32" W	163.76'
E123	S 15°23'14" W	113.58'
E124	S 02°57'10" W	42.00'
E125	S 64°29'34" W	18.84'
E126	S 71°59'37" E	10.51'
E127	S 85°34'41" E	104.31'
E128	S 04°25'19" W	15.00'
E129	S 85°34'41" W	106.10'
E130	N 71°59'37" W	28.10'
E131	S 64°29'34" W	35.82'
E132	N 70°15'58" W	109.29'
E133	N 85°00'20" E	99.45'
E134	N 15°18'28" E	116.97'
E135	S 72°29'49" E	6.37'
E136	N 74°49'57" E	9.37'
E137	S 15°18'28" E	113.93'
E138	S 74°28'41" W	7.56'
E139	S 74°28'41" W	5.98'
E140	Rad: 280.00'	Arc: 1.46'
	Chd: S 74°37'38" W	1.46'
E141	S 74°28'41" W	57.44'

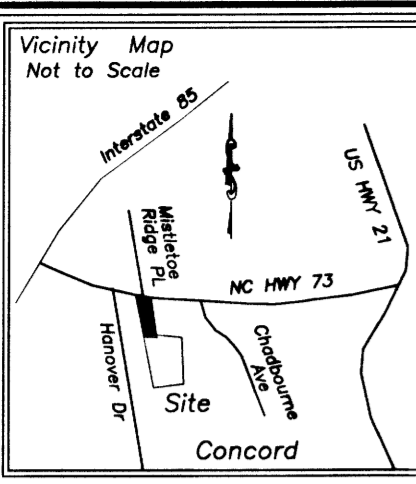


**MEMORADUM**

DATE: Monday, December 21, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Woodbridge Subdivision  
 PROJECT NUMBER: 2007-061  
 DEVELOPER: Woodbridge-Concord, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 13, 2022

Street	Length in LF	ROW Width	Plat
Stonecroft LN. SW	1032.00	50.00	PH 1 MP 1
Stonecroft LN. SW	631.00	50.00	PH 2 MP 1
Zemosa LN. SW	1310.00	50.00	PH 2 MP 1

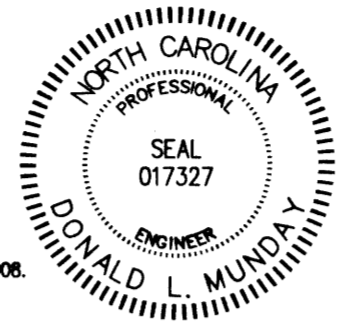




Certificate of Ownership and Dedication
I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan as streets, sidewalks, greenways, rights-of-ways, 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.

Owner - Woodbridge-Concord, LLC - W. Kendall Foster 11/29/17

Site Calculations:
Parcel ID #5611-15-4381
Total Site Acreage = 6.880 Acres (299,705 SF)
Total Number of Lots created = 16
Total Acreage in Lots = 2,542 Acres (110,730 SF)
Total Acreage in Common Open Space = 2,783 Acres (121,217 SF)
Total Acreage in Stonecroft Lane SW = 1,171 Acres (51,000 SF)
Total Acreage in N.C. Highway 73 = 0.385 Acres (16,758 SF)
1,032 Linear Feet of new road is created on this plan

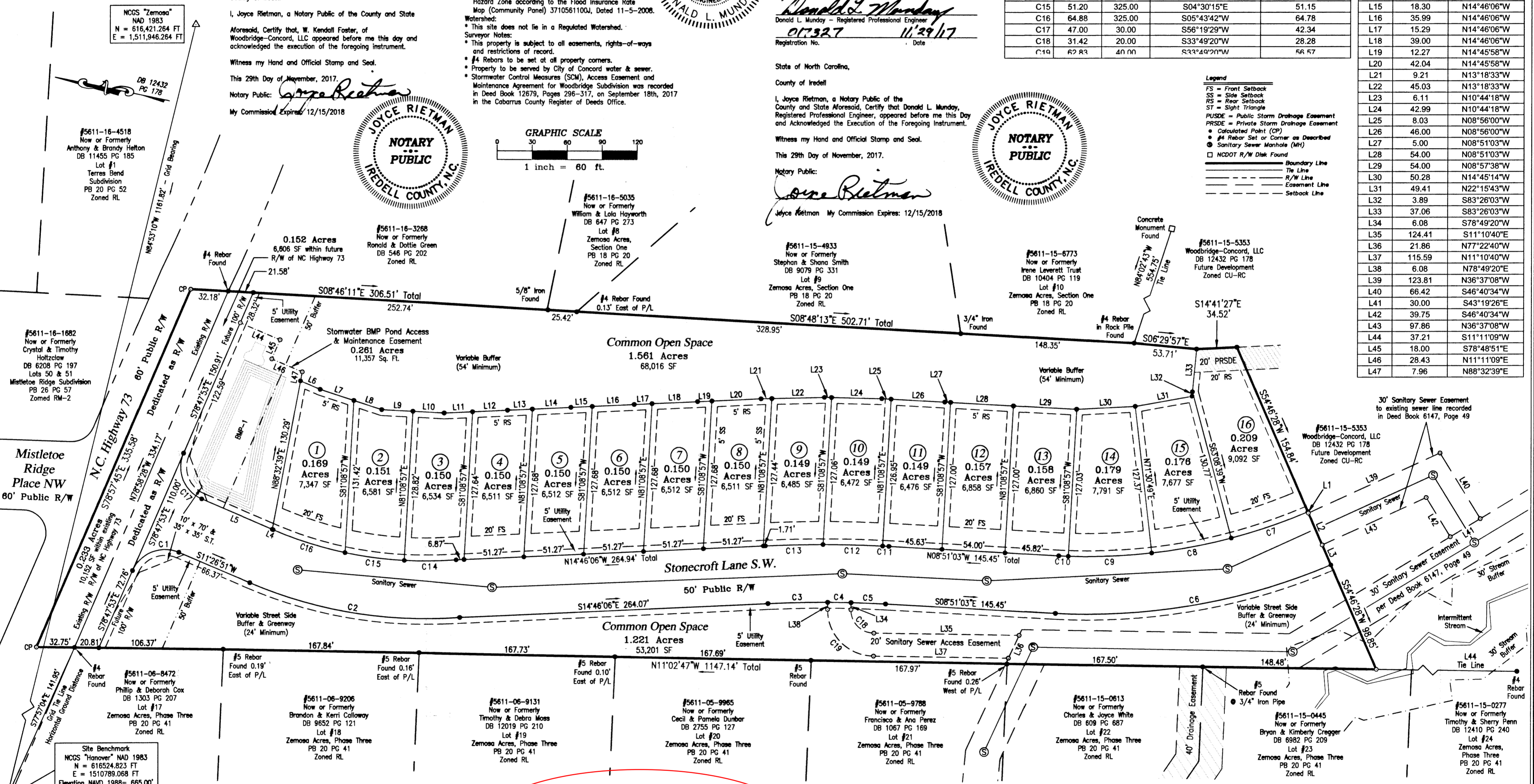


Certificate of Conformity with Plans and Specifications
City of Concord
Woodbridge Subdivision Phase 1, Map 1
Name of Subdivision
Stonecroft Lane S.W.
Name of Streets in Subdivision
Woodbridge-Concord, LLC
Subdivider
I hereby, to the best of my knowledge and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation. I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signature: Donald L. Munday
Date: 11/29/17
Registration No. 017327

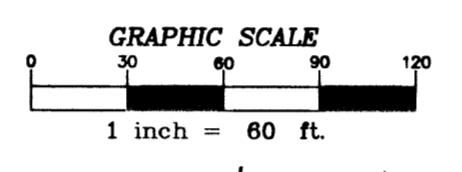
Table with 5 columns: CURVE, LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Lists curves C1 through C19 with their respective measurements.

Table with 3 columns: LINE, LENGTH, BEARING. Lists lines L1 through L47 with their respective measurements.

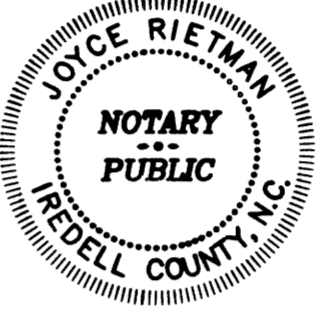


NCGS "Zemosa" NAD 1983
N = 616,421.264 FT
E = 1,511,946.264 FT

State of North Carolina, County of Iredell
I, Joyce Rietman, a Notary Public of the County and State
Aforesaid, Certify that, W. Kendall Foster, of Woodbridge-Concord, LLC appeared before me this day and acknowledged the execution of the foregoing instrument.



State of North Carolina, County of Iredell
I, Joyce Rietman, a Notary Public of the County and State Aforesaid, Certify that Donald L. Munday, Registered Professional Engineer, appeared before me this Day and Acknowledged the Execution of the Foregoing Instrument.



Legend
FS = Front Setback
SS = Side Setback
RS = Rear Setback
ST = Sight Triangle
PRUDE = Public Storm Drainage Easement
PRDSE = Private Storm Drainage Easement
CP = Calculated Point (CP)
R/S = Rebar Set or Corner as Described
SM = Sanitary Sewer Manhole (SM)
NCDOT R/W Disk Found

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 Woodbridge Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on 12/14/17.

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 12/14/17.

Certificate of Fee Payment
I hereby certify that all fees for the Woodbridge Subdivision have been paid in full.

I, Mark S. Pence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12432, page 178, etc.); that the boundaries not surveyed are clearly indicated as drawn from information in Book n/a, page n/a; that the ratio of precision as calculated is 1:49,209; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 29th day of November, A.D., 2017.

Review Officer Certificate
State of North Carolina, County of Cabarrus
I, [Signature], Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Certificate of Streets, Water, Sewer & Stormwater System Approval or 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 "Best Management Practices" 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.

Certificate of Electric Distribution System Approval
I hereby certify that the electrical distribution system has been designed and installed in an acceptable manner and in accordance with the Code of Ordinances of the City of Concord.

Mark S. Pence, PLS #3680
FILED Dec 14, 2017 02:33 pm
BOOK 00075
PAGE 0044 THRU 0044
INSTRUMENT # 32321
EXCISE TAX \$0.00

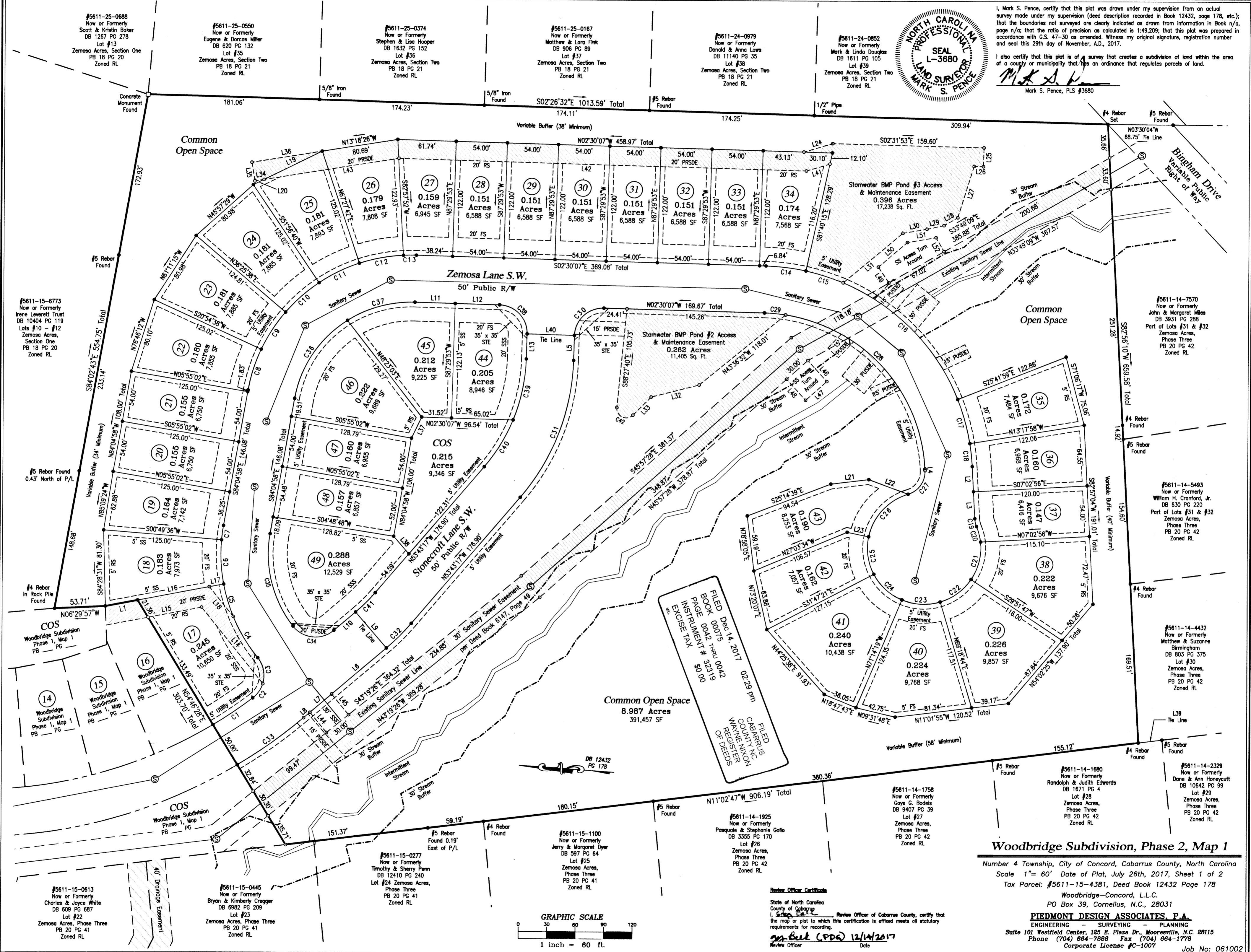


Woodbridge Subdivision, Phase 1, Map 1
Number 4 Township, City of Concord, Cabarrus County, North Carolina
Scale 1" = 60' Date of Plat, May 25th, 2017
Tax Parcel: #5611-15-4381, Deed Book 12432 Page 178
Woodbridge-Concord, L.L.C.
PO Box 39, Cornelius, N.C., 28031
PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING - SURVEYING - PLANNING
Suite 101 Westfield Center, 126 E. Plaza Dr., Mooresville, N.C. 28115
Phone (704) 664-7888 Fax (704) 664-1778
Corporate License #C-1007 Job No: 061002

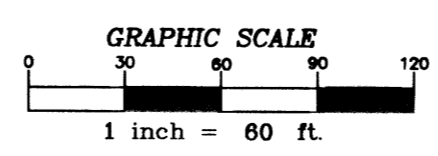




I, Mark S. Pence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12432, page 178, etc.); that the boundaries not surveyed are clearly indicated as drawn from information in Book n/a, page n/a; that the ratio of precision as calculated is 1:49,209; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 29th day of November, A.D., 2017.



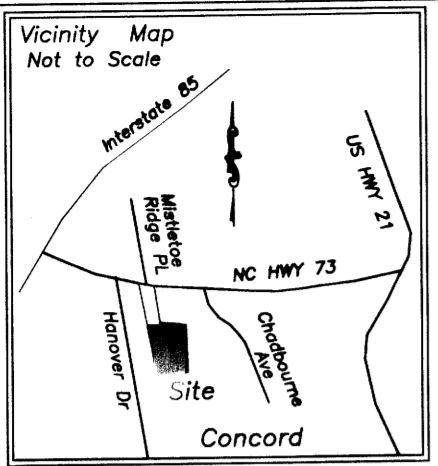
FILED Dec 14 2017 02:29 PM  
BOOK 0005  
PAGE 0042  
INSTRUMENT # 32319  
EXCISE TAX \$0.00  
RECEIVED  
CARRBORO  
COUNTY  
REGISTERED



**Woodbridge Subdivision, Phase 2, Map 1**  
Number 4 Township, City of Concord, Cabarrus County, North Carolina  
Scale 1" = 60' Date of Plat, July 26th, 2017, Sheet 1 of 2  
Tax Parcel: #5611-15-4381, Deed Book 12432 Page 178  
Woodbridge-Concord, L.L.C.  
PO Box 39, Cornelius, N.C., 28031  
**PIEDMONT DESIGN ASSOCIATES, P.A.**  
ENGINEERING - SURVEYING - PLANNING  
Suite 101 Westfield Center, 125 E. Plaza Dr., Mooresville, N.C. 28115  
Phone (704) 664-7888 Fax (704) 664-1778  
Corporate License #C-1007 Job No: 061002

Review Officer Certificate  
State of North Carolina  
County of Cabarrus  
I, Mark S. Pence, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
Mark S. Pence (PDR) 12/14/2017  
Review Officer

BK 75 Pg 43



- Legend**
- FS = Front Setback
  - SS = Side Setback
  - RS = Rear Setback
  - ST = Slight Triangle
  - PUSDE = Public Storm Drainage Easement
  - PRSE = Private Storm Drainage Easement
  - Calculated Point (CP)
  - #4 Rebar Set or Corner as Described
  - ⊙ Sanitary Sewer Manhole (MH)
  - NCDOT R/W Disk Found
  - Boundary Line
  - Tie Line
  - R/W Line
  - Easement Line
  - Setback Line

**Site Calculations:**

- Parcel ID #5611-15-4381
- Total Site Acreage = 17.609 Acres (767,065 SF)
- Total Number of Lots created = 33
- Total Acreage in Lots = 6.032 Acres (262,751 SF)
- Total Acreage in Common Open Space = 9.201 Acres (400,803 SF)
- Total Acreage in R/W = 2.376 Acres (103,510 SF)
- 631' Linear Feet of new road for Stonecroft Lane SW
- 1310' Linear Feet of new road for Zemosa Lane SW

**Zoning Data:**

- Site Zoning: CU-RC Approved June 21st, 2016, case # S-03-16.
- Setbacks:
  - Front = 20'
  - Side = 5'
  - Side Street = 20'
  - Rear = 5'
- See Lot #18 for Typical Lot Setbacks
- Max Height: 35'
- Minimum Lot Depth = 115'
- Minimum Lot Width at Front Setback = 50'

**Flood Note:**

- This property is not located within a special Flood Hazard Zone according to the Flood Insurance Rate Map (Community Panel) 3710561100J, Dated 11-5-2008.

**Watershed:**

- This site does not lie in a Regulated Watershed.

**Surveyor Notes:**

- This property is subject to all easements, rights-of-ways and restrictions of record.
- #4 Rebars to be set at all property corners.
- Property to be served by City of Concord water & sewer.
- Stormwater Control Measures (SCM), Access Easement and Maintenance Agreement for Woodbridge Subdivision was recorded in Deed Book 12679, Pages 296-317, on September 18th, 2017 in the Cabarrus County Register of Deeds Office.

**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 Woodbridge Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on 12/14/17 2017.

12/14/17 [Signature]  
Date Planning & Neighborhood Services Director or Designee

**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 Oct 13 2017.

[Signature] 12/14/17  
City Clerk Date

**Certificate of Streets, Water, Sewer & Stormwater System Approval or Other Improvements**

I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management 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.

[Signature] 12/12/17  
Director of Engineering Date

**Certificate of Ownership and 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-ways, 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 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.

[Signature] 12/29/17  
Owner - Woodbridge-Concord, LLC - W. Kendall Foster Date

**Review Officer Certificate**

State of North Carolina  
County of Cabarrus  
I, [Signature] Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

[Signature] 12/14/2017  
Review Officer Date

**Certificate of Fee Payment**

I hereby certify that all fees for the Woodbridge Subdivision have been paid, or that the fees are not applicable.

[Signature] 12/14/17  
Finance Director Date

**Certificate of Electric Distribution System Approval**

I hereby certify that the electrical distribution system has been designed and installed in an acceptable manner and in accordance with the Code of Ordinances of the City of Concord.

[Signature] 12-12-17  
Director of Electric Systems Date

I, Mark S. Pence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12432, page 178, etc.); that the boundaries not surveyed are clearly indicated as drawn from information in Book n/a, page n/a; that the ratio of precision as calculated is 1:49,209; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 29th day of November, A.D., 2017.

I also certify that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

[Signature]  
Mark S. Pence, PLS #3680



**Certificate of Conformity with Plans and Specifications**

City of Concord  
Woodbridge Subdivision Phase 2, Map 1  
Name of Subdivision  
Stonecroft Lane S.W. & Zemosa Lane S.W.  
Name of Streets in Subdivision  
Woodbridge-Concord, LLC  
Subdivider

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

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

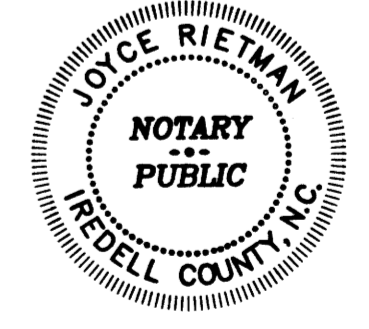
Signed: [Signature]  
Donald L. Munday - Registered Professional Engineer  
017327 11/29/17  
Registration No. Date



State of North Carolina,  
County of Iredell

I, Joyce Rietman, a Notary Public of the County and State Aforesaid, Certify that Donald L. Munday, Registered Professional Engineer, appeared before me this Day and Acknowledged the Execution of the Foregoing Instrument.

Witness my Hand and Official Stamp and Seal.  
This 29th Day of November, 2017.  
Notary Public:  
[Signature]  
Joyce Rietman My Commission Expires: 12/15/2018



LINE	LENGTH	BEARING
L1	34.52	S14°41'27"E
L2	26.76	N82°57'04"E
L3	28.79	N82°57'04"E
L4	1.66	N82°57'04"E
L5	26.88	S87°29'53"W
L6	75.78	N44°38'51"W
L7	30.01	S44°38'51"E
L8	8.76	S44°38'51"E
L9	50.00	S45°21'09"W
L10	30.10	S44°38'51"E
L11	42.49	N02°30'07"W
L12	46.92	N02°30'07"W
L13	26.88	N87°29'53"E
L14	103.88	S47°13'24"W
L15	57.62	S14°41'27"E
L16	77.11	S14°41'27"E
L17	15.39	S14°41'27"E
L18	40.52	S47°13'24"W
L19	68.45	N30°17'49"W
L20	12.58	N30°17'49"W
L21	40.12	S11°01'55"E
L22	44.47	N16°24'33"E
L23	23.23	N07°39'36"E
L24	31.79	S20°45'28"E
L25	20.00	S87°28'07"W
L26	9.85	N02°31'53"W
L27	57.10	N76°44'28"W
L28	16.71	N33°49'03"W
L29	18.39	N16°17'37"W
L30	25.81	N13°38'48"W
L31	82.13	N43°59'12"W
L32	52.22	N18°20'27"W
L33	27.21	N49°05'20"W
L34	9.75	S13°18'26"E
L35	20.00	N76°41'34"E
L36	75.21	S13°18'26"E
L37	24.86	N68°35'02"W
L38	24.80	S45°21'09"W
L39	25.13	N11°02'29"W
L40	50.00	S02°30'07"E
L41	25.91	S20°45'28"E
L42	430.20	S02°30'07"E
L43	144.26	S13°18'26"E
L44	27.62	N46°40'34"E
L45	28.31	S46°40'34"W
L46	30.00	S44°02'32"W
L47	30.00	N45°57'28"W
L48	30.00	N44°02'32"E
L49	20.24	N52°08'06"E
L50	40.32	S44°23'06"E
L51	30.67	S13°44'19"E
L52	17.05	S56°10'51"W

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	475.00	50.78	S38°17'18"E	50.76
C2	30.00	18.85	S59°21'16"E	18.54
C3	30.00	29.24	N74°43'00"E	28.10
C4	175.00	51.10	S55°09'24"W	50.92
C5	175.00	36.00	S69°24'57"W	35.94
C6	175.00	47.39	S83°04'05"W	47.25
C7	175.00	15.55	N86°37'41"W	15.54
C8	175.00	45.79	N76°35'11"W	45.66
C9	175.00	47.39	N61°19'53"W	47.25
C10	175.00	47.39	N45°48'51"W	47.25
C11	175.00	47.39	N30°17'49"W	47.25
C12	175.00	47.39	N14°46'47"W	47.25
C13	175.00	13.80	N04°45'41"W	13.80
C14	225.00	42.53	N02°54'49"E	42.47
C15	225.00	41.14	N13°34'00"E	41.08
C16	225.00	178.66	N41°33'09"E	174.00
C17	225.00	48.69	N70°30'01"E	48.60
C18	225.00	24.55	N79°49'33"E	24.53
C19	25.00	8.62	S73°04'34"W	8.57
C20	60.00	17.16	N71°23'45"E	17.10
C21	60.00	42.17	S80°16'24"E	41.31
C22	60.00	41.31	S40°24'45"E	40.50
C23	60.00	41.31	S00°57'47"E	40.50
C24	60.00	41.31	S38°29'10"W	40.50
C25	60.00	41.31	S77°56'07"W	40.50
C26	60.00	64.59	N51°29'56"W	61.52
C27	25.00	33.33	S58°51'12"E	30.92
C28	175.00	238.56	N43°53'53"E	220.51
C29	175.00	22.44	N01°10'18"E	22.43
C30	30.00	47.12	N47°30'07"W	42.43
C31	235.00	159.06	S73°06'42"E	156.04
C32	235.00	37.22	S49°11'04"E	37.18
C33	525.00	86.34	S39°56'12"E	86.24
C34	30.00	48.52	S01°40'58"W	43.40
C35	125.00	104.51	S71°57'55"W	101.49
C36	125.00	102.98	N60°28'52"W	100.09
C37	125.00	75.00	N19°41'27"W	73.88
C38	30.00	47.12	N42°29'53"E	42.43
C39	185.00	66.69	S82°10'30"E	66.33
C40	185.00	58.53	S62°47'06"E	58.29
C41	185.00	29.30	S49°11'04"E	29.27
C42	10.00	24.54	S21°13'30"W	18.83

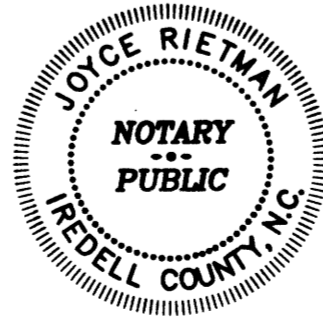
FILED Dec 14, 2017 02:29 pm  
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PAGE 0043 THRU 0043  
INSTRUMENT # 32320  
EXCISE TAX \$0.00

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

State of North Carolina,  
County of Iredell

I, Joyce Rietman, a Notary Public of the County and State Aforesaid, Certify that, W. Kendall Foster, of Woodbridge-Concord, LLC appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my Hand and Official Stamp and Seal.  
This 29th Day of November, 2017.  
Notary Public: [Signature]  
My Commission Expires: 12/15/2018



**Woodbridge Subdivision, Phase 2, Map 1**  
Number 4 Township, City of Concord, Cabarrus County, North Carolina  
Scale 1"= 60' Date of Plat, July 26th, 2017, Sheet 2 of 2  
Tax Parcel: #5611-15-4381, Deed Book 12432 Page 178  
Woodbridge-Concord, L.L.C.  
PO Box 39, Cornelius, N.C., 28031  
**PIEDMONT DESIGN ASSOCIATES, P.A.**  
ENGINEERING - SURVEYING - PLANNING  
Suite 101 Westfield Center, 125 E. Plaza Dr., Mooresville, N.C. 28115  
Phone (704) 664-7888 Fax (704) 664-1778  
Corporate License #C-1007 Job No: 061002



**MEMORADUM**

DATE: Tuesday, November 24, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Ellenwood Park  
 PROJECT NUMBER: 2019-009  
 DEVELOPER: River Rock Capital Partners, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 1-29  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 13, 2022

Water Infrastructure	Quantity
6-inch in LF	608.00
6-inch Valves	6
2-inch in LF	109.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	608.00
Manholes as EA	6



**MEMORADUM**

DATE: Tuesday, December 08, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Haven at Rocky River PH 1 MP 2  
 PROJECT NUMBER: 2018-054  
 DEVELOPER: Dependable Development, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 1, 8, 60-62, 88-102  
 INFRASTRUCTURE TYPE: Water  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 13, 2022

Water Infrastructure	Quantity
8-inch in LF	890.00
8-inch Valves	1
12-inch in LF	985.00
12-inch Valves	4
Hydrants	1





**MEMORADUM**

DATE: Tuesday, December 08, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Haven at Rocky River PH 1 MP 1  
 PROJECT NUMBER: 2018-054  
 DEVELOPER: Dependable Development, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 2-7, 9-19, 57-59, 103-105, 136-140  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 13, 2022

Water Infrastructure	Quantity
2-inch in LF	275.00
2-inch Valves	1
8-inch in LF	2668.00
8-inch Valves	12
Hydrants	6

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2865.00
Manholes as EA	20





**MEMORADUM**

DATE: Monday, December 14, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Hunton Forest Subdivision Phase 2-3 PH 2 MP 7  
 PROJECT NUMBER: 2016-047  
 DEVELOPER: TAC Niblock, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 156, 296-320, & 325-361  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 13, 2022

Water Infrastructure	Quantity
8-inch in LF	2092.00
8-inch Valves	3
2-inch in LF	313.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2531.00
Manholes as EA	12



**MEMORADUM**

DATE: Wednesday, November 25, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Park View Estates PH 3 PH 3 MP 1  
 PROJECT NUMBER: 2018-014  
 DEVELOPER: Park View Estates, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 110-119, 134-142, 160-166 and 175-179  
 INFRASTRUCTURE TYPE: Water  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 14, 2022

Water Infrastructure	Quantity
8-inch in LF	1550.00
8-inch Valves	4
Hydrants	3



**MEMORADUM**

DATE: Monday, December 14, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Boys and Girls Club PH Site MP Site Plan  
 PROJECT NUMBER: 2018-020  
 DEVELOPER: Boys and Girls Club of Cabarrus County, Inc.  
 FINAL CERTIFICATION - LOT NUMBERS: Site Plan  
 INFRASTRUCTURE TYPE: Water  
 COUNCIL ACCEPTANCE DATE: Thursday, January 14, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, January 13, 2022

Water Infrastructure	Quantity
8-inch in LF	22.47
8-inch Valves	1
6-inch in LF	8.22
6-inch Valves	1
2-inch in LF	5.80
2-inch Valves	1
Hydrants	1



# Caldwell Park | Master Plan

Concord, North Carolina





AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11<sup>th</sup> day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, 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	\$7,935,561	\$8,230,703	\$295,142
<b>Total</b>				<b>\$295,142</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4910-5987000	Transfer to Project Fund	\$0	\$295,142	\$295,142
<b>Total</b>				<b>\$295,142</b>

Reason: To move reserved funds for Affordable Housing from the General Fund to the new Affordable Housing project fund.

Adopted this 14th day of January, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT  
Revolving Fund 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 projects authorized are 172 & 174 Corban Avenue SE.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
370-4501100.				
370-4501100	Transfer From General Fund	\$1,351,664	\$1,646,806	\$295,142
				<u>\$295,142</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475000				
3700-5475000	Affordable Housing	\$675,832	\$970,974	\$295,142
				<u>\$295,142</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 14th day January, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

ORD.

**GRANT PROJECT ORDINANCE  
2020 FAMILY SELF SUFFICIENCY PROGRAM GRANT**

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

SECTION 1. The project authorized is the Family Self Sufficiency Program grant, which is a program to provide supportive services to Public Housing and Housing Choice Voucher Family Self-Sufficiency participants in an effort to achieve economic self-sufficiency.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the U.S. Department of Housing and Urban Development.

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

		<u>Current</u>	<u>Amended</u>	<u>Increase</u>
2020 FSS Grant Revenue	697-4703405	\$0	\$51,491	\$51,491
	697-4703405			
	Total Revenue			\$51,491

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

		<u>Current</u>	<u>Amended</u>	<u>Increase</u>
FICA	9107-5181000	\$0	\$2,672	\$2,672
	9107-5181000			
Retirement-General	9107-5182000	\$0	\$2,533	\$2,533
	9107-5182000			
Group Insurance	9107-5183000	\$0	\$9,706	\$9,706
	9107-5183000			
401K Contribution	9107-5187000	\$0	\$1,223	\$1,223
	9107-5187000			
Administrative Salaries	9107-5411000	\$0	\$35,057	\$35,057
	9107-5411000			
Sundries-Telephone	9107-5419050	\$0	\$300	\$300
	9107-5419050			
	Total Expenditures			\$51,491

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

14th day of January 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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William Dusch, Mayor

ATTEST:

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Kim Deason, City Clerk

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VaLerie Kolczynski, City  
Attorney

## 8.4 GRIEVANCE POLICY

### A. Proponent:

The proponent for the Grievance Policy is the Human Resources Director.

### B. Purpose:

The purpose of this policy is to provide procedures for a coworker who thinks that a decision made by his/her department was unjust; inequitable; or created a problem, unjust condition, or a hindrance to effective operation, without fear of retribution or retaliation. The coworker with a complaint should first discuss the concern with their supervisor and/or Department Director.

### C. Procedures:

Coworkers are advised that the following items are not subject to the grievance procedure:

- (1) Conditions of employment, law, policy, wages, salaries and fringe benefits established by the City Council.
- (2) However, the application or interpretation of the items listed above is subject to the grievance procedure. If there is a question whether or not a coworker's concern is clearly a grievance, the Human Resources Director must contact the Deputy City Attorney whose office has full and final authority to settle this question. The Deputy City Attorney's office shall respond within five (5) workdays.

### D. In addition, it is to be understood that the establishment of this procedure shall in no way impair or interfere with the actions or duties of the City government to do the following, provided that none of these actions may be exercised in an arbitrary or impulsive manner:

- (1) Direct the work of its coworkers.
- (2) Hire, promote, transfer and assign coworkers.
- (3) Demote or dismiss coworkers for cause.
- (4) Maintain the efficiency of governmental operations.
- (5) Relieve coworkers from duty because of a lack of work or for other legitimate reason.
- (6) Take actions necessary to carry out duties of a department in emergencies.
- (7) Determine the methods, means and personnel necessary to carry out operations.

### E. Grievance Procedures

A coworker, who has successfully completed the initial probationary period, wishing to file a grievance, shall have the right to follow all the steps of this procedure as listed below with complete freedom from retaliation.

- (1) **STEP I.** A coworker who has a grievance, as defined herein as "grievant", shall produce a written statement detailing his/her grievance and shall deliver such statement to the Human Resources Department no later than five (5) workdays from the date of occurrence of the action or event causing the grievance or of the date on

which the grievant should reasonably have been expected to have learned of the act or event. The statement should also include the grievant's contact information including address, phone number, and email address.

- (2) **STEP II.** Human Resources is responsible for notifying the Department Director that the grievance has been received so the Director can meet with the grievant within five (5) workdays of the date the written statement is received by the Human Resources Department. If more than one level of supervision exists between the grievant and the Department Director, the Department Director may request the presence of the additional supervisor(s). The grievant may also have a coworker of his/her choice at this meeting. Grievances should not be recorded at this step. After meeting with the grievant, the Department Director shall give the grievant a written reply to the grievance within five (5) workdays of the date of this meeting.
- (3) **STEP III.** If the Department Director's response does not resolve the grievance, the grievant may, within five (5) workdays after receipt of the Department Director's written response, file a written request with the Human Resources Director for a Hearing Panel, composed of three (3) members of the Grievance Committee.

The Grievance Committee shall be composed of a representative pool of City coworkers appointed by the City Manager.

Within five (5) workdays after the date the Human Resources Director receives the written request for a hearing, the grievant and the Department Director shall each notify HR of their individual selection for one (1) member of the Grievance Committee to serve on the Hearing Panel. The two selected members of the Panel shall choose a third member from the Grievance Committee to complete a three (3) member Hearing Panel. None of the selected members shall have been involved in an earlier phase of the grievance and none shall be members of the grievant's department. No more than one (1) **member** of the Panel shall be a Department Director. The Panel shall select its own Chairperson and work with Human Resources to set the time for the hearing, along with the grievant, as soon as practicable, but no more than five (5) workdays after the selection of the third member.

If more than one level of supervision exists between the grievant and the Department Director, the Department Director may request the presence of the additional supervisor(s). The grievant may also have a coworker of his/her choice at this hearing.

The Panel has the responsibility to hear both sides of the grievance and render a written advisory recommendation to the City Manager concerning disposition of the grievance. The Panel has the responsibility to interpret the application of appropriate City policies and procedures in the case. It does not have the ability to formulate or to change policies and procedures. Additionally, the panel does not have disciplinary authority, nor is the Department Director required to follow the recommendation of the panel or change their grievance decision to align with the panel's recommendation.



The Deputy City Attorney's office shall serve as legal and technical advisor to the Panel. The Hearing Panel will be facilitated and recorded by Human Resources. The grievant may request a copy of the recording or record if they prefer.

The Panel shall, within five (5) workdays after conclusion of the hearing, give written copies of their findings and recommendations to the City Manager, the grievant, the Human Resources Director, and the Department Director.

- (4) **STEP IV.** The grievant may within five (5) workdays after receiving the Panel's findings, submit a request to Human Resources Director to request a meeting with the City Manager. If the grievant fails to request a meeting with the City Manager, the Department Director's response in Step II will stand as the final decision in the grievance.

If the meeting takes place, the City Manager may request the presence of the Department Director or any other City official at the meeting. The grievant may also have a representative of his/her choice present. If the grievant's representative is an attorney, the grievant must notify Human Resources as soon as reasonably possible so that the City's attorney can also be present. Attorneys cannot attend the grievance process without the City's attorney also being present. The meeting will be facilitated by the City Manager and recorded by Human Resources. The grievant may request a copy of the recording or record if they prefer.

After the conclusion of the meeting and consideration of the facts, evidence, and recommendation of the Hearing Panel, the City Manager shall give the coworker a written reply to the grievance. The determination of the City Manager shall be issued to the grievant no later than 20 (twenty) workdays from the date of the meeting with the City Manager and shall be final and binding.

## **F. Exceptions**

All grievances should be managed by the Human Resources Director with the exception of grievances brought forth by a coworker in the Human Resources Department. In such cases, the grievance should be managed by the City Manager or his/her designee. All other grievances shall follow all the steps of this procedure as listed above.

A coworker in the Human Resources Department, who has successfully completed the initial probationary period, wishing to file a grievance, shall have the right to follow all the steps of this procedure as listed below with complete freedom from retaliation. The following steps are applicable only to Human Resources personnel:

- (1) **STEP I.** A coworker in the Human Resources Department who has a grievance, as defined herein as "grievant", shall produce a written statement detailing his/her grievance and shall deliver such statement to the City Manager no later than five (5) workdays from the date of occurrence of the action or event causing the grievance or of the date on which the grievant should reasonably have been expected to have learned of the act or event. The statement should also include the grievant's contact information including address, phone number, and email address.

- (2) **STEP II.** The City Manager is responsible for notifying the Human Resources Director that the grievance has been received so that the Director can meet with the grievant within five (5) workdays of the date the written statement is received by the City Manager. If more than one level of supervision exists between the grievant and the Human Resources Director, the Human Resources Director may request the presence of the additional supervisor(s). The grievant may also have a coworker of his/her choice at this meeting. Grievances should not be recorded at this step. After meeting with the grievant, the Human Resources Director shall give the grievant a written reply to the grievance within five (5) workdays of the date of this meeting.
- (3) **STEP III.** If the Human Resources Director's response does not resolve the grievance, the grievant may, within five (5) workdays after receipt of the Human Resources Director's written response, file a written request with the City Manager for a Hearing Panel, composed of three (3) members of the Grievance Committee.

The Grievance Committee shall be composed of a representative pool of City coworkers appointed by the City Manager.

Within five (5) workdays after the date the City Manager receives the written request for a hearing, the grievant and the Human Resources Director shall each notify the City Manager of their individual selection for one (1) member of the Grievance Committee to serve on the Hearing Panel. The two selected members of the Panel shall choose a third member from the Grievance Committee to complete a three (3) member Hearing Panel. None of the selected members shall have been involved in an earlier phase of the grievance and none shall be members of the grievant's department. No more than one (1) member of the Panel shall be a Department Director. The Panel shall select its own Chairperson and work with the City Manager to set the time for the hearing, along with the grievant, as soon as practicable, but no more than five (5) workdays after the selection of the third member.

If more than one level of supervision exists between the grievant and the Human Resources Director, the Human Resources Director may request the presence of the additional supervisor(s). The grievant may also have a coworker of his/her choice at this hearing.

The Panel has the responsibility to hear both sides of the grievance and render a written advisory recommendation to the City Manager concerning disposition of the grievance. The Panel has the responsibility to interpret the application of appropriate City policies and procedures in the case. It does not have the ability to formulate or to change policies and procedures. The Deputy City Attorney shall serve as legal and technical advisor to the Panel. The Hearing Panel will be facilitated and recorded by one of the Assistant City Managers as designated by the City Manager. The grievant may request a copy of the recording or record if they prefer.

The Panel shall, within five (5) workdays after the conclusion of the hearing, give written copies of its' findings and recommendations to the City Manager, the grievant and the Human Resources Director.

- (4) **STEP IV.** The grievant may within five (5) workdays after receiving the Panel's findings, submit a request to Human Resources Director to request a meeting with the City Manager. If the grievant fails to request a meeting with the City Manager, the Department Director's response in Step II will stand as the final decision in the grievance.

If the meeting takes place, the City Manager may request the presence of the Human Resources Director or any other City official at the hearing. The grievant may also have a representative of his/her choice present. If the grievant's representative is an attorney, the grievant must notify the City Manager as soon as reasonably possible so that the City's attorney can also be present. Attorneys cannot attend the grievance process without the City's attorney also being present. The Hearing Panel will be facilitated by the City Manager and recorded by one of the Assistant City Manager's as designated by the City Manager. The grievant may request a copy of the recording or record if they prefer.

After the conclusion of the meeting and consideration of the facts, evidence, and recommendation of the Hearing Panel, the City Manager shall give the grievant a written reply to the grievance. The determination of the City Manager shall be issued to the grievant no later than 20 (twenty) workdays from the date of this meeting and shall be final and binding.

#### **G. Time Frames**

All time periods listed in this grievance procedure may be extended by mutual agreement of the grievant and the Human Resources Director. However, the grievant's failure to process the initial grievance or any step of the process within the time limits listed shall constitute termination of the grievance.

Written documentation and notifications under this policy may be made via active City email, grievant's personal email, if provided, U.S. mail to the address on record with the City, or hand delivery to the individual listed.

Where communication between the City and the grievant is by U.S. mail, the City shall mail all decisions to the grievant with postal tracking. The deadline shall begin from the date of delivery per postal tracking records. (Example: Employee files a grievance. Employee then goes on leave. Decisions may be mailed to the employee's address of record. Five (5) workday deadline(s) begin on the date of delivery, per postal tracking records under this scenario.)



**Outstanding Debt of the City of Concord  
31-Dec-20**

Series	Revenue Bonds Description	12/31/2020			Use of Proceeds	Remaining	Remaining
		Principal Outstanding	Final Maturity	Avg Coupon		FYE 2021 Principal Due	FYE 2021 Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	\$9,865,000	12/1/2028	4.080%	Water/Electric	\$0	\$184,228
Series 2019	Utility System Revenue Bonds-Refunding	\$4,418,000	12/1/2022	1.670%	Water/Electric/Sewer	\$0	\$36,890
Series 2016	Utility System Revenue Bonds-Refunding	\$17,560,000	12/1/2035	4.684%	Water/Electric/Sewer	\$0	\$416,500
<b>TOTAL</b>		<u>\$31,843,000</u>		<u>4.337%</u>		<u>\$0</u>	<u>\$637,618</u>

Series	Non General Obligation Debt Description	12/31/2020			Use of Proceeds	Remaining	Remaining
		Balance Outstanding	Final Maturity	Interest Rates		FYE 2021 Principal Due	FYE 2021 Interest Due
Series 2010	Limited Obligation	\$845,000	6/1/2021	2.5% to 4%	*General/Aviation	\$845,000	\$16,900
Series 2014A	Limited Obligation	\$22,120,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	\$1,445,000	\$468,016
Series 2014B	Limited Obligation	\$915,000	6/1/2021	.60% to 2.75%	Golf Course	\$915,000	\$12,581
11/10/2015	Installment Purchase	\$4,305,000	5/1/2030	2.420%	Parking Facility-Aviation	\$386,000	\$52,091
10/11/2017	Installment Purchase Refunding 07 IPA	\$4,422,061	6/30/2028	2.040%	***Aviation/Fire Station	\$340,187	\$45,105
10/8/2019	Installment Purchase	\$819,000	10/1/2029	2.630%	Airport Hangar	\$0	\$10,770
11/15/2004	Installment Purchase	\$881,430	11/15/2024	5.010%	Aviation-Hendrick Hangar	\$112,500	\$20,901
<b>TOTAL</b>		<u>\$34,307,491</u>				<u>\$4,043,687</u>	<u>\$626,363</u>
		<u>\$66,150,491</u>				<u>\$4,043,687</u>	<u>\$1,263,982</u>

\* Streets, Aviation, Parks, Fire Building, Parking, Equipment

\*\* 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



City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By C U S I P / Ticker  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 11/30/2020

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 3/4/2021	05970RQ40	5,000,000.00	4,986,388.89	03/04/2021	0.401	1.45	N/A	99.727778	94
CP BARCLAYS BANK 0 2/19/2021	06742VHX2	5,000,000.00	4,976,319.44	02/19/2021	0.623	1.45	N/A	99.526389	81
CP CREDIT SUISSE 0 1/29/2021	2254EANV1	5,000,000.00	4,982,570.83	01/29/2021	0.472	1.45	N/A	99.651417	60
CP CREDIT SUISSE 0 5/17/2021	2254EASH7	5,000,000.00	4,991,406.94	05/17/2021	0.230	1.46	N/A	99.828139	168
CP LLOYDS BANK CORP 0 12/10/2020	53948AMA6	5,000,000.00	4,991,027.78	12/10/2020	0.381	1.46	N/A	99.820556	10
CP LLOYDS BANK CORP 0 6/22/2021	53948ATN1	5,000,000.00	4,991,841.67	06/22/2021	0.220	1.46	N/A	99.836833	204
CP MALAYAN BANK 0 4/26/2021	56108JRS2	5,000,000.00	4,993,541.67	04/26/2021	0.250	1.46	N/A	99.870833	147
CP NATIXIS 0 12/18/2020	63873JMJ6	5,000,000.00	4,960,488.89	12/18/2020	1.129	1.45	N/A	99.209778	18
CP NATIXIS NY 0 3/19/2021	63873JQK9	5,000,000.00	4,990,705.55	03/19/2021	0.281	1.45	N/A	99.814111	109
CP SALVATION ARMY 0 2/11/2021	79584RPB8	5,000,000.00	4,994,408.33	02/11/2021	0.220	1.46	N/A	99.888167	73
CP TOYOTA MOTOR CREDIT 0 8/9/2021	89233GV94	5,000,000.00	4,993,648.61	08/09/2021	0.170	1.46	N/A	99.872972	252
Sub Total / Average Commercial Paper		55,000,000.00	54,852,348.60		0.397	15.99		99.731926	111
FFCB Bond									
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	08/19/2022	0.200	1.46	N/A	100	627
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	07/21/2022	0.245	1.46	N/A	99.95	598
FFCB 0.31 11/30/2023-21	3133EMHL8	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.46	N/A	100	1,095
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	08/10/2023	0.320	1.46	N/A	100	983
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	09/10/2024	0.430	1.46	N/A	100	1,380
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	09/29/2025	0.530	1.46	N/A	100	1,764
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.46	N/A	100	1,239
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.46	N/A	100	830
FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.46	N/A	100	1,926
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.46	N/A	100	2,311
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.46	N/A	99.99	1,169

FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.46	N/A	100	666
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.46	N/A	100	2,283
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.46	N/A	100	1,397
Sub Total / Average FFCB Bond		70,000,000.00	69,997,000.00		1.020	20.41		99.995716	1,305
FHLB Bond									
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/05/2023	0.270	1.46	N/A	99.85	1,039
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.46	N/A	100	1,092
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	09/29/2023	0.300	1.46	N/A	100	1,033
FHLB 0.44 6/29/2023-20	3130AJPW3	5,000,000.00	5,000,000.00	06/29/2023	0.440	1.46	N/A	100	941
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	08/27/2024	0.450	1.46	N/A	100	1,366
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	08/17/2027	0.866	1.45	N/A	99.725	2,451
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.46	N/A	100	1,211
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.46	N/A	100	1,330
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.46	N/A	100	1,428
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.25	N/A	97.596	364
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.46	N/A	100	3,258
FHLB 3 10/12/2021	3130AF5B9	495,000.00	509,433.94	10/12/2021	1.634	0.15	N/A	102.915948	316
Sub Total / Average FHLB Bond		51,370,000.00	51,342,148.94		1.049	14.97		99.947654	1,484
FHLMC Bond									
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	06/26/2023	0.254	0.94	N/A	99.986726	938
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	07/28/2022	0.250	1.46	N/A	100	605
FHLMC 0.25 9/8/2023	3137EAEW5	1,175,000.00	1,174,795.10	09/08/2023	0.255	0.34	N/A	99.982562	1,012
FHLMC 0.25 9/8/2023	3137EAEW5	945,000.00	946,048.95	09/08/2023	0.214	0.28	N/A	100.111	1,012
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.46	N/A	100	535
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	06/30/2022	0.300	1.46	N/A	100	577
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.46	N/A	100	634
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.46	N/A	100	718
FHLMC 0.35 9/22/2022-20	3134GVV54	5,000,000.00	5,000,000.00	09/22/2022	0.350	1.46	N/A	100	661
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.46	N/A	100	813
FHLMC 0.375 4/14/2023-21	3134GV4N5	5,000,000.00	5,000,000.00	04/14/2023	0.375	1.46	N/A	100	865
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	04/20/2023	0.341	0.38	N/A	100.100871	871
FHLMC 0.45 3/17/2023-20	3134GVP69	5,000,000.00	5,000,000.00	03/17/2023	0.450	1.46	N/A	100	837
FHLMC 0.45 5/26/2023-21	3134GVVK0	5,000,000.00	5,006,450.00	05/26/2023	0.399	1.46	N/A	100.129	907
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	07/14/2026	0.800	1.46	N/A	100	2,052
FHLMC 1 4/21/2025-21	3134GVLE6	5,000,000.00	5,000,000.00	04/21/2025	1.000	1.46	N/A	100	1,603

FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.46	N/A	100	1,577
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.46	N/A	100	1,214
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.63	N/A	99.595007	409
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	06/19/2023	0.244	0.38	N/A	107.589	931
Sub Total / Average FHLMC Bond		80,030,000.00	80,122,319.49		0.615	23.36		100.124093	954
FNMA Bond									
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.46	N/A	100	1,061
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	08/17/2023	0.310	1.46	N/A	100	990
FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	07/20/2023	0.400	1.46	N/A	100	962
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	07/07/2023	0.420	1.46	N/A	100	949
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	06/30/2023	0.430	1.46	N/A	100	942
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	08/27/2024	0.455	1.46	N/A	100	1,366
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	08/19/2025	0.550	1.46	N/A	100	1,723
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	08/25/2025	0.580	1.46	N/A	100	1,729
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.46	N/A	100	871
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	07/14/2025	0.700	1.46	N/A	100	1,687
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.46	N/A	100	2,159
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/04/2027	0.800	1.46	N/A	100	2,530
FNMA 1.375 10/7/2021	3135G0Q89	1,745,000.00	1,666,814.98	10/07/2021	2.989	0.49	N/A	95.519483	311
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.09	N/A	99.499	645
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.58	N/A	99.223064	491
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.12	N/A	101.379763	674
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.28	N/A	101.014	498
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	01/19/2023	1.134	0.55	N/A	103.531596	780
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	09/12/2023	0.221	0.37	N/A	107.99	1,016
Sub Total / Average FNMA Bond		71,805,000.00	71,929,522.75		0.711	20.97		100.193131	1,284
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	60,800.07	60,800.07	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	9,441,637.52	9,441,637.52	N/A	0.010	2.75	N/A	100	1
NCCMT LGIP	NCCMT271	85,948.20	85,948.20	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		9,588,385.79	9,588,385.79		0.010	2.80		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,185,010.65	5,185,010.65	N/A	0.250	1.51	N/A	100	1
Sub Total / Average Money Market		5,185,010.65	5,185,010.65		0.250	1.51		100	1
Total / Average		342,978,396.44	343,016,736.22		0.725	100		100.017907	998

**Tax Report for Fiscal Year 2020-2021**

**FINAL REPORT**

**November**

**Property Tax Receipts- Munis**

2020 BUDGET YEAR	20,695,014.26
2019	10,955.44
2018	1,780.37
2017	541.20
2016	530.78
2015	726.12
2014	390.86
2013	1,767.24
2012	7.28
2011	
Prior Years	22.15
Interest	3,947.22
Refunds	
	<hr/>
	20,715,682.92

**Vehicle Tax Receipts- County**

2020 BUDGET YEAR	355,740.72
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	
Penalty & Interest	3,492.28
Refunds	
	<hr/>
	359,233.00

**Fire District Tax - County**

2019 BUDGET YEAR	85,908.89
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	21,160,824.81

423:Vehicle Tag Fee-Transportation Impr Fund	28,509.53
100:Vehicle Tag Fee	115,765.95
292:Vehicle Tag Fee-Transportation Fund	28,509.53
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	172,785.01

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

	525.00
Oakwood Cemetery current	-
Oakwood Cemetery endowment	1,608.34
Rutherford Cemetery current	566.66
Rutherford Cemetery endowment	1,350.00
West Concord Cemetery current	600.00
West Concord Cemetery endowment	
<b>Total Cemetery Collections</b>	<hr/>
	4,125.00

<b>Total Collections</b>	<hr/>
	\$ 21,337,734.82

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	61,178.78
Discovery Penalty	17,690.17
<b>Total Amount Invoiced - Monthly</b>	<u>78,868.95</u>
<b>Total Amount Invoiced - YTD</b>	62,935,636.94

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	57,862.94
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>57,862.94</u>

<b>Adjusted Amount Invoiced - monthly</b>	21,006.01
<b>Adjusted Amount Invoiced - YTD</b>	62,604,919.65

Current Levy Collected	20,695,014.26
Levy Collected from previous years	16,721.44
Penalties & Interest Collected	3,947.22
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>20,715,682.92</u>
<b>Total Collected - YTD</b>	32,139,003.31

**Total Collected - net current levy -YTD** 31,964,300.28

Percentage of Collected -current levy 51.06%

Amount Uncollected - current year levy 30,640,619.37

Percentage of Uncollected - current levy 48.94%

100.00%



**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of November 2020**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>57,862.94</b>
CONCORD DOWNTOWN	\$	-

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>361.23</b>
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2015	0	962,243	962,243	0.0048	4,618.77	2,770.67	
2016	0	1,469,830	1,469,830	0.0048	7,055.18	3,528.16	
2017	0	2,033,741	2,033,741	0.0048	9,761.96	3,902.52	
2018	0	2,279,751	2,279,751	0.0048	10,942.80	3,273.40	
2019	0	2,966,343	2,966,343	0.0048	14,238.45	2,761.83	
2020	5,378	3,028,293	3,033,671	0.0048	14,561.62	1,453.59	
<b>Total</b>	<b>5,378</b>	<b>12,740,201</b>	<b>12,745,579</b>		<b>\$ 61,178.78</b>	<b>\$ 17,690.17</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	