



City Council Agenda

Thursday, May 13, 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 held on the Tuesday preceding the regular meeting at 4:00 pm and a second work session is held the third Tuesday each month from 11:00 am to 1:00 pm.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer:

III. Approval of Minutes:

April 6, April 8, and April 20, 2021

IV. Presentations

- 1. Presentation of the Medal of Valor award and Purple Heart award to Ms. Haylee Shuping on behalf of her husband, fallen Police Officer Jason Shuping. Presentation of other awards to citizens, city staff, and police department staff for their contributions following Officer Shuping's tragic death.** The Medal of Valor is the highest commendation bestowed upon a Concord Police Department coworker and is awarded for exceptional bravery at the imminent risk of death or serious bodily injury that goes beyond the call of duty. The Purple Heart is awarded for serious bodily injury or death while confronting a criminal element during the course of police interaction with the public. Officers Jason Shuping and Kaleb Robinson earned both the Medal of Valor and Purple Heart. Officers Kyle Baker and Paul Stackenwaldt earned the Medal of Valor. Officer Shuping was also awarded Coworker of the Month for December 2020 and Coworker of the Year for 2020. Furthermore, a number of citizens and city staff will be awarded a Distinguished Service Award for their contributions following Officer Shuping's line of duty death. Select department coworkers also earned the department's Excellence in Police Service award for their contributions as well.
- 2. Presentation of a Proclamation recognizing May 16 - 22, 2021 as National Public Works Week.** National Public Works Week (NPWW) is a celebration of the tens of thousands of women and men in North America who provide, administer, and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life and to enhance the prestige of those who serve the public good every day with their dedication. NPWW is observed during the third full week of May.
- 3. Presentation of a Certificate of Appreciation to Bob Pate for over 37 years of loyal and dedicated service to the City of Concord Electric Systems Department.** Bob began his career with the City in the Electric Systems Department in 1984 as a meter reader. Over the course of his career, he spent time working in Metering, Security Control and Data Acquisition (SCADA) and Overhead Construction. In 2009, Bob was appointed Director of the Electric Systems Department and worked in that capacity until his retirement on April 1st. The City appreciates his contributions to Team Concord over the years and wishes him the best in his retirement.
- 4. Presentation of a Retirement Plaque to Marvin Kraus recognizing his 23 years of loyal and dedicated service to the City of Concord Water Resources Department. (Tuesday)** Marvin has been a dedicated and appreciated employee of the City of Concord as a Maintenance Mechanic for many years in the Water Resources Department. He has

been a great asset to both Hillgrove and Coddle Creek Water Treatment Plants. Marvin performed a variety of jobs throughout the water plants where he was highly skilled and specialized in electrical instrumentation. Before Marvin was employed with the City of Concord, he served our country as a Marine for 8 years. Marvin retired effective January 1, 2021.

5. Presentation of a Retirement Plaque to Danny Williamson recognizing his 38 years of loyal and dedicated service to the City of Concord Water Resources Department.

Danny began his career with the City of Concord as a water treatment operator at the Hillgrove Water Treatment Plant. His career took him to WSACC for a short period of time as a lab technician. Danny soon returned to the City of Concord as a maintenance technician at the Hillgrove Water Treatment Plant. During that time, Danny was very involved in the construction process for the City of Concord's newest Water Treatment Plant, Coddle Creek. As the Coddle Creek Water Treatment Plant was completed and brought online in 1995, Danny was promoted to supervisor and operator in responsible charge (ORC) of the Coddle Creek Water Plant. During his tenure as supervisor of the Coddle Creek plant, he was heavily involved with many large projects including conversion of the original plant design to a conventional treatment plant, basin upgrades, technology improvements, and much more. Over his nearly four decades of faithful service to the citizens and water customers of the City of Concord, Danny has represented the City of Concord by serving on many committees including holding the office of Chairman for the NC Waterworks Operators Association - South Piedmont Section. He was also involved in educating many citizen groups through Concord 101, internal staff who have completed Journey Through Concord, and an incredible number of our community youth over the years during civic education events. Danny's retirement was effective October 1, 2020. Danny's great work and dedication will be remembered by all.

6. Presentation of the 2021 Jo Atwater Continuous Core Values Award. The Jo Atwater Continuous Core Values Award is the highest award presented to a City of Concord Coworker. Jo Atwater's life was synonymous with heartfelt service to others in our community and the highest dedication to our organizational core values. Jo worked for the City from 1994 until her passing in 2004. During this time, she became a respected friend and inspirational teammate to all coworkers. This award continues Jo's vibrant spirit and valued legacy by annually recognizing one coworker that best embodies our organizational core values and commitment to serving others in the community.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

1. Receive a progress update presentation on the George W. Liles Pkwy Small Area Plan. (Tuesday) Staff will present an overview of the George W. Liles Pkwy Small Area Plan and highlight key recommendations for the area. Topics to be presented include a market analysis summary, public input summary, what was heard from key property owners, the vision for the Small Area Plan, key recommendations per the two study areas within the plan, future implementation, the draft plan document and next steps in the planning process. This presentation will also serve as the kick-off to the public open comment period on the George W. Liles Pkwy Small Area draft document which will be released to the public the following week.

C. Recognition of persons requesting to be heard

D. Public Hearings

1. Conduct a public hearing and consider granting a franchise to US Tire Recycling Partners, L.P. for a Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility. The City last granted a franchise to US Tire Recycling Partners, L.P. in 2016 and that franchise expires on August 11, 2021. Due to a change in the state laws and regulations, US Tire Recycling Partners, L.P. is now eligible for a franchise for a "life-of-site" permit, defined as 60 years from initial receipt of waste at

the site in 1998. This franchise will expire on August 12, 2058. The granting of this franchise requires two readings of the proposed franchise ordinance at two separate public hearings.

Recommendation: Motion to adopt the first reading of a franchise to be granted to US Tire Recycling Partners, L.P. for a Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility.

- 2. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a Level 2 Infrastructure Grant to Project Spring to develop four small-bay industrial speculative buildings totaling approximately 119,400 SF located at 560 Pitts School Road NW, Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives in order to stimulate private sector expansion of new facilities. Phase 1 of the proposed Springs Business Park would include Building A (22,950 SF), Building B (27,000 SF), and Building C (22,950 SF). Phase 1 represents an approximate \$9,500,000 investment in real property. Phase 2 would include a fourth building totaling 46,500 SF and represent an approximate \$3,500,000 investment in real property. Required infrastructure improvements include road improvements at Pitts School Road and Weddington Road and an entry road to serve the proposed business park that represent a total estimated cost of \$1,056,967. The City would make a one-time \$159,120 reimbursement payment to the Project to assist with a portion of that infrastructure cost after the infrastructure is installed. The grant amount was calculated based on 85% of new City property taxes generated over three years from the project's total estimated \$13,000,000 investment. See attachments for Project application, grant calculation, and detailed estimated infrastructure costs.

Recommendation: Motion to offer a contract for Level 2 Infrastructure Grant to Project Spring to develop four small-bay industrial speculative buildings totaling approximately 119,400 SF located at 560 Pitts School Road NW, Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 3. Conduct a public hearing and consider adopting an ordinance annexing +/- 4.757 acres, located at 2183 and 2315 Heglar Rd., owned by Randy and Sherry Walter and Niblock Homes LLC.** The request is for a voluntary annexation of +/- 4.757 acres, located at 2183 and 2315 Heglar Rd, for the purpose of developing the properties as single-family detached and part of the Buffalo Ranch PUD (Planned Unit Development) neighborhood.

Recommendation: Motion to adopt an annexation ordinance and set the effective date for May 13th, 2021.

E. Presentations of Petitions and Requests

- 1. Consider adopting a resolution authorizing the sale of 101 Georgia Street.** The City acquired this property on May 17, 2006. All City departments have confirmed that the property is not needed for any purpose. On or about April 7, 2021, the City received an Offer to Purchase the Property from Young Circle Cottages, LLC (owned by Stephanie Reutter) ("Buyer") for \$5,000. The buyer wishes to use the property to construct a driveway access for the neighboring lot. The tax value of the property is \$9,000; however, there is a sewer line crossing the property in such a way as to make it unbuildable for any purpose other than access. An easement for the sewer line will be reserved. The proposed Resolution directs the City Clerk to publish the required notice under NC General Statute 160A-269 and begin the upset bid process. In the event one or more upset bids are received, this matter will be placed back on the Council agenda for approval of the final bid. In the event no upset bids are received, the proposed resolution directs the City Attorney and City staff to take all necessary steps to convey the property.

Recommendation: Motion to adopt a resolution authorizing the sale of 101 Georgia Street, directing the City Clerk to advertise for upset bids and directing the

City Attorney to take all necessary actions to complete the sale in the event no upset bids are received.

2. **Consider adopting a resolution to sell .81 acres of vacant land located at 39 Woodsdale Place SE (PIN # 5630-08-3942) to Concord Greenway Townhomes, LLC for \$33,000 and the construction of the road connecting Patterson Avenue to Woodsdale Place valued at \$90,000.** The parcel located at 39 Woodsdale Place was acquired by the City for the purpose of extending Patterson Avenue to Woodsdale to provide access for emergency services and garbage to Woodsdale Place, which is very narrow and has a tight intersection at Cabarrus Avenue further making turning movements difficult for large trucks. In October 2020, City Council approved a temporary construction easement to Concord Greenway Townhomes, LLC to construct a temporary access to Woodsdale Place to facilitate the site work for twenty-two townhomes that are approved on Woodsdale Place. Concord Greenway Townhomes is now desiring to acquire the parcel for further townhome development and, as part of the acquisition, will construct the road connecting Patterson to Woodsdale. The offer, if accepted by Council, will fulfill a goal of staff to improve the access to Woodsdale as well as create additional homeownership opportunities adjacent to Downtown. The developer has coordinated with the City's Transportation Department on the road alignment, right-of-way, and the installation of a sidewalk on one side of the road. The estimated value for the road and corresponding improvements is \$90,000. If Council approves accepting the offer, the City Clerk will begin the required upset bid process.

Recommendation: Motion to adopt a resolution to sell .81 acres at 39 Woodsdale Place SE for \$33,000 and the construction of the connecting road with curb and gutter and sidewalk valued at \$90,000 and direct the City Clerk to publish a notice of proposed sale of the property.

3. **Consider adopting a resolution of intent to schedule a public hearing on the matter of abandoning a portion of a public right of way easement for 2' of an 8' public alley between Spring St. and Market Street.** As part of the 30 Market Street Lansing Melbourne Group (LMG) project, aka Novi Rise, the developer's design team has uncovered the need to move the building two feet from where it was reflected on the initial site plan because of a structural design issue regarding the building and the retaining wall adjacent to the City's alley between 30 Market Street and City Hall. The proposal includes the abandonment of a two-foot portion of the right-of-way easement between 30 Market Street and CESI to accommodate the new proposed building location. The developer has indicated that their design team will ensure that the alley will be an enticing thoroughfare that pulls the user through. Design elements could include fixed lighting on the building, overhead string lighting, and public art. The General Statutes require that the City: 1) post signs in two (2) places along the right-of-way, 2) send copies of the approved resolution of intent to all neighboring owners after adoption, and 3) advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirement would allow the hearing to be conducted at the June 10, 2021 meeting.

Recommendation: Motion to adopt a resolution of intent to set a public hearing for June 10, 2021 on the matter of abandoning a portion of a public right of way easement for 2' of an 8' public alley between Spring St. and Market Street.

4. **Consider approving a mural to be installed on the ClearWater campus.** ClearWater is the unique initiative spearheaded by the City of Concord in conjunction with several partners, including the Gibson Village Neighborhood Association, to build a hub of creative and artistic activity that will help develop community growth and investment. Over the past few years, staff has received community comments noting the exterior of the buildings does not accurately reflect the creative activities housed inside. Suggestions have been received to use murals to help energize the campus. The expressed desire would be a mural which could reflect both the arts and the

neighborhood's historical significance. Sarah Gay, Coordinator of ClearWater, reached out to area muralist for possible designs to capture the idea. The designs were presented to the resident artist at ClearWater for their thoughts and recommendations. The ClearWater Coordinator worked with the Gibson Village Neighborhood President to solicit input of the proposed selection. A total of over 82 persons viewed with 14 providing positive feedback and 3 provided negative feedback. The design by muralist/artist, Owl, captures the weaving of cultural backgrounds, neighborhood change and the mill heritage with colorful undulating fabric-like geometric shapes. The Public Art Committee also reviewed the design and voted to recommend City Council approve the mural and commission Owl to complete the work. The mural cost will be \$5,000 paid with revenue generated from ClearWater rentals.

Recommendation: Motion to approve a mural to be installed on the ClearWater campus.

- 5. Consider authorizing the City Manager to negotiate and execute a contract with J.D. Goodrum Company, Inc. for the Obstruction Removal Project at Concord-Padgett Regional Airport.** Bids were opened on March 31, 2021. Only one bid was received so the project was re-advertised in accordance with NC General Statutes. The second bid opening was held on April 8, 2021 and again only one bid was received. J.D. Goodrum Company Inc. submitted the low responsive base bid in the amount of \$387,855. Talbert, Bright and Ellington reviewed the bid and concurred all bid requirements of the specifications were met. This project will be 90% funded using funds from the Federal Aviation Administration (FAA) AIP Grant and the 10% match will come from the North Carolina Department of Transportation Division of Aviation.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with J.D. Goodrum Company Inc. in the amount of \$387,855 for the Obstruction Removal Project at Concord-Padgett Regional Airport.

- 6. Consider authorizing the City Manager to negotiate and execute a contract with Talbert, Bright and Ellington, Inc (TBE) to perform engineering services for the North Apron Expansion - Work Authorization 1905.** Aviation Department in conjunction with the Federal Aviation Administration is developing a 300' x 300' sq. ft. general apron expansion north of Hendrick Motor Sports hangar. FAA has approved the funding for the Category Exclusion phase, CAT (X). In order to compete in next year's funding cycle for discretionary funds, staff is requesting approval to proceed with the design and bidding for the apron expansion. The project will include a bituminous asphalt pavement, erosion control devices, perimeter security fence relocation and airfield taxiway lighting adjustments. Total cost for engineering services will be \$197,591.40 and will be funded by the NCDOT-AVIATION.

Recommendation: Motion to authorize the City Manager to negotiate and execute contract with TBE - Work Authorization 1905.

- 7. Consider authorizing the City Manager to negotiate and execute a contract with Wolen, LLC for the Air Traffic Control Tower Equipment Replacement Project at Concord-Padgett Regional Airport.** Bids were opened on April 7, 2021. Only one bid was received so the project was re-advertised in accordance with NC General Statutes. The second bid opening was held on April 15, 2021 and again only one bid was received. Wolen, LLC submitted the low responsive base bid in the amount of \$267,826. Talbert, Bright and Ellington reviewed the bid and concurred all bid requirements of the specifications were met. This project will be 90% funded using funds from the Federal Aviation Administration (FAA) AIP Grant and the 10% match will come from the North Carolina Department of Transportation Division of Aviation.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Wolen, LLC in the amount of \$267,826 for the Air Traffic Control Tower Equipment Replacement Project at the Concord-Padgett Regional Airport.

8. **Consider awarding bids for electric equipment and materials for the Union Cemetery Rd. Delivery Station #4 to: Dis-Tran Packaged Substation Engineering, PLLC, Siemens Energy Inc., SPX Transformer Solutions Inc., Virginia Transformer Corporation, S&C Electric Company, ABB Inc., Birmingham Control Systems and VFP Inc.** Electric Systems staff received bids on April 14, 2021 for electric equipment and materials required for the construction of a new delivery point and substation located South of Union Cemetery Road. The bids were arranged into the following nine schedules of equipment: Schedule I – Substation steel and structures- Dis-Tran Packaged Substation Engineering, \$1,066,835; Schedule II - Three 48KV circuit breakers- Siemens Energy, Inc., \$100,350; Schedule III – Six 100KV circuit breakers- Siemens Energy, Inc., \$269,650; Schedule IV – One 84 MVA power transformers, SPX Transformer Solutions Inc., \$823,783 (Lowest responsive bidder when factoring in Total Ownership Cost analysis.); Schedule V - Two 27 MVA Power transformers, Virginia Transformer Corporation, \$1,489,612 (Lowest responsive bidder when factoring in Total Ownership Cost analysis.); Schedule VI – Two 100KV circuit switchers, S&C Electric Company, \$111,506; Schedule VII – Ten 15KV circuit breakers, ABB Inc., \$156,860; Schedule VIII – Relay Panels, Birmingham Control Systems, \$207,947; and Schedule IX – Two Control equipment houses, VFP, Inc., \$156,522. All schedules combined total \$4,383,065. Funding will be from the existing Delivery 4 project account with standing balance of \$15,675,166.

Recommendation: Motion to award bids for electric equipment and materials for the Union Cemetery Rd. Delivery Station #4 to: Dis-Tran Packaged Substation Engineering, PLLC, Siemens Energy Inc., SPX Transformer Solutions Inc., Virginia Transformer Corporation, S&C Electric Company, ABB Inc., Birmingham Control Systems and VFP Inc.

9. **Consider authorizing the City Manager to negotiate and execute a contract with Litman Excavating, Inc. for the replacement of the culvert on Duval St. NW.** The Duval St. NW Culvert replacement project consists of the removal of the existing of culvert, the construction of a double-barrel culvert, and associated services that will include roadway pavement reconstruction and other appurtenances. The project was bid under the formal bidding process/ Bids were taken on April 29, 2021 and five (5) bids were received. The lowest responsible bidder was Litman Excavating, Inc. in the amount of \$600,616.50, which is under our budgeted amount.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Litman Excavating, Inc., in the amount of \$600,616.50, for the replacement of the stormwater culverts on Duval St. NW.

10. **Consider eliminating the temporary suspension of fare collection and resume collection of fares on Rider Transit.** Staff proposes to eliminate the temporary suspension of fare collection on Rider Transit currently in place due to the COVID-19 pandemic and resuming regular fare collection and operations on July 1, 2021. This action is a part of the current proposed FY22 Rider Transit budget and was approved unanimously by the Concord Kannapolis Transit Commission at their April 21, 2021 meeting.

Recommendation: Motion to resume Rider Transit fare collection on July 1, 2021.

11. **Consider awarding the total bid for the City of Concord's annual street preservation program to Ferebee Corporation and approve the attached budget ordinance to appropriate funds from reserve funds.** One of Council's continuing goals is to improve the service levels and delivery of the City's annual street preservation program. Powell Bill receipts and General Fund revenues are being used to fund this work by contracted forces. Formal bids for this work were opened on April 22, 2021 with Ferebee Corporation submitting the lowest total bid in the amount of \$3,824,006.90. Work such as patching, leveling, milling, resurfacing, re-striping, re-marking, and re-installation of permanent raised pavement markings work on

approximately 28 lane miles of designated streets and 10,000 Tons of patching on other City infrastructure will be performed. Contract Final Completion date is 180 days from the Notice to Proceed.

Recommendation: Motion to award the total bid and authorize the City manager to negotiate and execute a contract with Ferebee Corporation, in the amount of \$3,824,006.90, for the City of Concord's annual streets preservation program and approve the attached budget ordinance to appropriate funds from reserve funds.

- 12. Consider authorizing the City Manager to negotiate and execute a contract with Hall Contracting for construction of the Coddle Creek Raw Water Supply Improvements.** This project will install a new parallel raw water line to the Coddle Creek Water Treatment Plant. When the plant was built, only one raw water line was installed. This 36" second line will provide much needed backup and redundancy to assure uninterrupted raw water flow to the plant. This project was formally bid with five bids received on April 1, 2021. Hall Contracting was the lowest responsible bidder in the amount of \$3,640,747 and is within the project budget. Hall Contracting has a long history of successful projects with the City of Concord.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Hall Contracting for construction of the Coddle Creek Raw Water Supply Improvements.

- 13. Consider authorizing the City Manager to negotiate and execute a contract with HDR Engineering Inc. for design and engineering services for the settling basin repair and plate settler installation project at the Hillgrove Water Treatment Plant in the amount of \$299,900.** This project will design repairs for existing settling basins at the Hillgrove Water Treatment Plant. In addition, the scope includes design of plate settlers at Hillgrove similar to the recent construction at Coddle Creek. This project will result in decreased turbidity leaving the plant which will allow lower levels of disinfectant ultimately reducing disinfection byproducts in the water system. The consultant will also provide bidding and construction services. HDR was selected after a formal RFQ process and the negotiated fee is within the project budget.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with HDR Engineering Inc. for design and engineering services for the settling basin repair and plate settler installation project at the Hillgrove Water Treatment Plant in the amount of \$299,900.

- 14. Consider authorizing the City Manager to negotiate and execute a contract with HDR Engineering Inc. for design and engineering services for the granular activated carbon (GAC) contactor project at the Hillgrove Water Treatment Plant in the amount of \$774,900.** This project will design GAC contactors at the Hillgrove Water Treatment Plant. GAC will provide increase defense against taste and odor compounds and offer increase removal of organic materials. HDR was selected after a formal RFQ process and the negotiated fee is within the project budget.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with HDR Engineering Inc. for design and engineering services for the granular activated carbon (GAC) contactor project at the Hillgrove Water Treatment Plant in the amount of \$774,900.

- 15. Consider adopting an ordinance amending the Concord City Code of Ordinances, Chapter 30, Environment, Article IV.** Staff has been working to develop a comprehensive approach to combating litter within the City. The objectives that have been identified include four main components: physical deployment of staff for litter abatement, enhanced public outreach and communication efforts, measuring outcomes and a review of current litter ordinances/enforcement coordination. After completing a review of the litter ordinances with the Legal Department, the following revisions are recommended: (1) Placing the litter ordinances in one specific section (Chapter 30 Environment), (2) Include separate language for general littering (Sec. 30-

165) and littering from vehicles (Sec. 30-166), (3) Increasing the civil penalty from \$10 - \$150, 3.) Adding a late fee civil penalty of \$100, (4) Include appeal procedures.

Recommendation: Motion to adopt an ordinance amending the Concord City Code of Ordinances, Chapter 30, Environment, Article IV.

16. Consider adoption of a Title VI Plan and Policy Resolution to prohibit discrimination in programs and services receiving federal financial assistance.

In 1964, Congress enacted the Civil Rights Act which included a section labeled Title VI. This section prohibits discrimination in activity which is financed by federal funds or receives federal financial assistance. It also contains Presidential Executive Order 12898, which addresses environmental justice in minority and low-income populations and Presidential Executive Order 13166, which addresses services to those individuals with limited English proficiency. Discrimination on the basis of gender, age, and disability is prohibited under the related statutes. Currently, the City has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects. CK Rider has a Title VI Plan for Transit but the plan does not cover the City's operation. This plan establishes a policy and procedures for reporting violations and provides guidelines for the City, City Departments, private persons and companies doing business with the City and receiving federal financial assistance to follow. Adoption of this plan will ensure that Concord is in compliance with the Civil Rights provisions.

Recommendation: Motion to adopt the Title VI Plan and Policy Resolution to prohibit discrimination in programs and services receiving federal financial assistance.

17. Consider making appointments to the Concord United Committee. At the February 11, 2021 City Council meeting, the Council approved the establishment of the Concord United Committee. Applications were received by the City Clerk and reviewed by the selection committee comprised of Mayor Dusch, Council Members Small, McKenzie, and Parsley, and the City Manager. Members shall have three-year appointments following initial appointments. In order to stagger the terms of office, one-third of initial appointments will be for 1 year, one-third of initial appointments will be for 2 years, and the one-third of initial appointments will be for 3 years.

Recommendation: Motion to make appointments to the Concord United Committee.

VII. Consent Agenda

A. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29. Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I-85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Coke 600 Memorial Weekend. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant may install the banners no earlier than May 15, 2021 and must remove the banners no later than June 17, 2021.

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

B. Consider approving a donation of \$500 from the Mayor's Golf Tournament Fund to Samaritan's Feet. Samaritan's Feet is a non-profit humanitarian organization based in Charlotte that organizes shoe distributions to underprivileged children within the US, as well as world-wide. Due to COVID pandemic, the event was not held in 2020.

Recommendation: Motion to approve a donation of \$500 from the Mayor's Golf Tournament Fund to Samaritan's Feet and to adopt a budget ordinance appropriating the donation.

- C. Consider establishing the 2021 filing fees for the seats of Mayor and Council Members.** The NC General Statutes gives City Council the authority to establish filing fees. Per the Statutes, "the fee shall not be less than \$5 nor more than one percent of the annual salary". Based upon this formula, the 2021 filing fees will be \$176 for the Mayor's seat and \$102 for each Council Member's seat.
Recommendation: Motion to establish the 2021 filing fees as \$176 for the Mayor's seat and \$102 for the Council Member seats.
- D. Consider authorizing the Chief of Police to enter into the 2021 Regional Law Enforcement Mutual Aid Agreement.** The regional mutual aid agreement is prepared by the Centralina Council of Government for law enforcement agencies across the state. The new agreement begins June 1, 2021 through May 31, 2024.
Recommendation: Motion to authorize the Chief of Police to enter into the 2021 Regional Law Enforcement Mutual Aid Agreement.
- E. Consider approving the updated 2021 Rider Transit Public Transportation Agency Safety Plan (PTASP).** FTA requires that Rider Transit's Public Transportation Agency Safety Plan is reviewed, updated, and approved annually by the Concord Kannapolis Transit Commission, Concord City Council, and the Cabarrus Rowan MPO. There were no substantive changes to this year's plan, only small language updates required by FTA. The updated plan was approved by the CKTC at their April 21, 2021 meeting.
Recommendation: Motion to approve the updated 2021 Rider Transit Public Transportation Agency Safety Plan.
- F. Consider accepting an offer of infrastructure at Wyntree-Bethel Park Subdivision, International Business Park Lot 12, Pendleton Subdivision PH 2, Edenton at Cox Mill PH 1 MP 1 and MP 2, Courtyards at Poplar Tent PH 2, Hallstead Subdivision PH 2, Rocky Mill Manor.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 1,875 Linear Feet of Water Line, 9 valves, 5 Fire Hydrants, 1,0179 Linear Feet of Sanitary Sewer Line, 10 Manholes, 14,341 Linear Feet of Roadway.
Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Wyntree-Bethel Park Subdivision, International Business Park Lot 12, Pendleton Subdivision PH 2, Edenton at Cox Mill PH 1 MP 1 and MP 2, Courtyards at Poplar Tent PH 2, Hallstead Subdivision PH 2, Rocky Mill Manor.
- G. 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: The Haven at Rocky River Map 4 and Oaklawn Development Phase 1. 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: The Haven at Rocky River Map 4 and Oaklawn Development Phase 1.
- H. 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: Cabarrus County (PIN 5509-40-5700) 300 Pitts School Road, Cabarrus Propco, LLC, Forestar Real Estate Group, Inc., Cabarrus County (PIN 5620-44-3498) 484 Cabarrus Avenue. 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: Cabarrus County, Cabarrus Propco, LLC. and Forestar Real Estate Group, Inc.

- I. Consider adopting ordinances amending the operating budgets for the General Fund and Internal Service Fund for an additional OPEB contribution.** Staff is recommending additional funding to the OPEB fund based on excess revenues over expenditures in the General Fund from FY20. The City is working aggressively to address the outstanding OPEB liability. Upon approval, the City will contribute an additional \$1,769,686 from the Internal Service Fund. This contribution from the Internal Service Fund will be allocated out to the General Fund through the cost allocation process. The attached budget ordinances adjust the budgets for both the General Fund and the Internal Service Fund to cover this additional OPEB contribution and related cost allocations.
- Recommendation:** Motion to adopt ordinances amending the operating budgets for the General Fund and Internal Service Fund to fund the City's OPEB liability.
- J. Consider adopting a General Fund operating budget amendment, a Streetscape project budget amendment, and a First Concord 2014 LOBS project budget amendment.** The Streetscape project needs an additional contribution of \$1,325,847 to cover anticipated costs. There are remaining funds from the City Hall First Concord 2014 LOBS project fund of \$700,000 that can be moved to the streetscape project. With General Fund revenues coming in higher than projected, the General Fund can cover the remaining \$625,847 of streetscape costs with excess sales tax revenues in the current fiscal year.
- Recommendation:** Motion to adopt a General Fund operating budget amendment, a Streetscape project budget amendment, and a First Concord 2014 LOBS project budget amendment.
- K. Consider adopting a capital project ordinance to amend the Fire Station Projects Fund.** The City closed on a loan in March 2021 for the construction of Fire Station 12. The attached Capital Project Ordinance adjusts the budget for this project to agree to the total amount of the loan and appropriates the additional loan proceeds to cover costs of issuance and costs of construction.
- Recommendation:** Motion to adopt a capital project ordinance to amend the Fire Station Projects Fund to appropriate additional loan proceeds to cover costs of issuance and construction costs.
- L. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the first quarter of 2021.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between January 1, 2021 and March 31, 2021.
- Recommendation:** Motion to receive the first quarter water and wastewater extension report for 2021.
- M. Consider adopting a resolution on the administration of small underpayments and overpayments of Ad Valorem Taxes.** NC G.S. 105-357(c) authorizes a local government to adopt a resolution that eliminates the need to collect and refund small underpayments of \$1.00 or less. Additionally, NC G.S.105-321(g) authorizes a local government to adopt a resolution directing its tax collector not to mail a refund of an overpayment if the refund is less than \$15.
- Recommendation:** Motion to adopt resolution on the administration of small underpayments and overpayments of Ad Valorem Taxes.
- N. Consider acceptance of the Tax Office reports for the month of March 2021.** 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 March 2021.
- O. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of March 2021.** 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 March 2021.

P. Receive monthly report on status of investments as of March 31, 2021. A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments.

VIII. Matters not on the agenda

- 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
- Concord United Committee

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

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

October 23, 2020

Ms. Sherri Stanley
Permitting Branch Supervisor
Division of Waste Management, Solid Waste Section
North Carolina Department of Environmental Quality
217 West Jones Street
Raleigh, NC 27603

RE: LIFE OF SITE PERMIT APPLICATION FOR THE
US TIRE RECYCLING MONOFILL

Ms. Stanley:

U.S. Tire Recycling Partners, L.P. owns and operates the US Tire Recycling Monofill (Facility) located at 6322 Poplar Tent Road (SR1394), Concord, North Carolina Cabarrus County, North Carolina. The Facility operates under Permit No. 13-03. The Facility was last issues a PERMIT TO OPERATE on October 26, 2016 (Document ID No. 26835).

U.S. Tire Recycling Partners, L.P. wishes to apply for a Life-of-Site permit in accordance with DEQ Rule 15A NCAC 13B .0207 LIFE-OF-SITE PERMIT ISSUED FOR A SANITARYLANDFILL OR TRANSFER STATION. Paragraph c of the rule states; “a sanitary landfill that has an existing permit as of July 1, 2016 shall be approved for a life-of-site permit within 90 days of submittal of the following updated permit information:

- (1) a specification of the life-of-site quantified in the site development or facility plan;
- (2) landfill capacity in years, projected for the life of the site;
- (3) average monthly disposal rates and estimated variances; and
- (4) a copy of the local government franchise agreement or approving resolution for the life of the site.”

The US Tire Recycling Monofill meets the criteria of “a sanitary landfill that has an existing permit as of July 1, 2016” since page 4 of the PERMIT TO OPERATE issued on October 26, 2016 (Document ID No. 26835) includes a Permitting History that documents the Facility was issued a Permit to Operate on March 4, 2014 (Document ID No. 20665). Therefore, each requirement of paragraph c of DEQ Rule 15A NCAC 13B .0207 is discussed below.

1. A SPECIFICATION OF THE LIFE-OF-SITE QUANTIFIED IN THE SITE DEVELOPMENT OR FACILITY PLAN

The specification of the Life-of-Site quantified is described in the Application for Permit Amendment submitted in 2015 and approved by DEQ on October 26, 2016 (Document ID No. 26835). The Application for Permit Amendment submitted in 2015 included a Facility Plan. Section 1.5 of the Facility Plan Report addresses the landfill capacity and specifically states: "U.S. Tire Recycling estimates the U.S. Tire Recycling Monofill will dispose of approximately 15,000 tons scrap tires per year. Utilizing previously determined 900 lbs/CY waste density, 15,000 tons scrap tires per year is estimated to require approximately 33,333 cubic yards airspace per year. The top of waste fill grades for the U.S. Tire Recycling Monofill as illustrated on Sheet 4 of the Permit Drawings included with this Application is estimated to provide approximately 1.8 million CY of capacity, or about 54 years beyond July 1, 2016 assuming the approximately 33,333 cubic yards airspace per year. The U.S. Tire Recycling Monofill will be closed according to the Closure Plan after final termination of disposal operations at the site as illustrated on Sheet 5 of the Permit Drawings included with this Application."

2. LANDFILL CAPACITY IN YEARS, PROJECTED FOR THE LIFE OF THE SITE

The specification of the Life-of-Site quantified is described in the Application for Permit Amendment submitted in 2015 and approved by DEQ on October 26, 2016 (Document ID No. 26835). The Application for Permit Amendment submitted in 2015 included a Facility Plan. Section 1.5 of the Facility Plan Report addresses the landfill capacity and specifically states: "U.S. Tire Recycling estimates the U.S. Tire Recycling Monofill will dispose of approximately 15,000 tons scrap tires per year. Utilizing previously determined 900 lbs/CY waste density, 15,000 tons scrap tires per year is estimated to require approximately 33,333 cubic yards airspace per year. The top of waste fill grades for the U.S. Tire Recycling Monofill as illustrated on Sheet 4 of the Permit Drawings included with this Application is estimated to provide approximately 1.8 million CY of capacity, or about 54 years beyond July 1, 2016 assuming the approximately 33,333 cubic yards airspace per year. The U.S. Tire Recycling Monofill will be closed according to the Closure Plan after final termination of disposal operations at the site as illustrated on Sheet 5 of the Permit Drawings included with this Application."

3. AVERAGE MONTHLY DISPOSAL RATES AND ESTIMATED VARIANCES

The Application for Permit Amendment submitted in 2015 included a Facility Plan. Section 1.5 addresses the average monthly disposal. Section 1.5 of the Facility Plan Report specifically states: "U.S. Tire Recycling estimates the U.S. Tire Recycling Monofill will dispose of approximately 15,000 tons scrap tires per year."

Based on the 15,000 tons scrap tires per year described above, the average monthly disposal rates are approximately 1,250 tons. U.S. Tire Recycling Partners, L.P. estimates variances are approximately 100%, on a monthly bases.

4. A COPY OF THE LOCAL GOVERNMENT FRANCHISE AGREEMENT OR APPROVING RESOLUTION FOR THE LIFE OF THE SITE

The City of Concord granted a five (5) year franchise for the facility that expires August 11, 2021.

U.S. Tire Recycling Partners, L.P. will solicit The City of Concord for a franchise for the Facility valid through 2058, which is for a period of 60 years from initial receipt of waste in 1998.

Please let me know if you have any questions and/or comments.

Sincerely,
GARRETT & MOORE, INC.

A handwritten signature in blue ink, appearing to read "Vance F. Moore".

Vance F. Moore, P.E.
President



North Carolina Department of Environmental Quality
Division of Waste Management

Pat McCrory
Governor

Donald R. van der Vaart
Secretary

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WASTE MANAGEMENT
SOLID WASTE SECTION

SOLID WASTE MANAGEMENT FACILITY
Permit No. 13-10

LIBERTY TIRE SERVICES OF NORTH CAROLINA, LLC
dba U.S. TIRE RECYCLING PARTNERS, LIMITED PARTNERSHIP

is hereby issued a

PERMIT TO CONSTRUCT
Not Applicable

PERMIT TO OPERATE
1310-TIRETP-2012 U.S. Tire Recycling Partners, L.P.

PERMIT FOR CLOSURE
Not Applicable

Located at 6322 Poplar Tent Road (SR1394), Concord, Cabarrus County, North Carolina, in accordance with Article 9, Chapter 130A, of the General Statutes of North Carolina and all rules promulgated thereunder and subject to the conditions set forth in this permit. The legal description of the site is identified on the deed recorded for this property listed in Attachment 1 of this permit.

Edward F. Mussler, III, P.E.
Permitting Branch Supervisor
Solid Waste Section

ATTACHMENT 1
GENERAL PERMIT CONDITIONS INFORMATION

Part I General Facility

1. This permit is issued by the North Carolina Department of Environment and Natural Resources, Division of Waste Management, Solid Waste Section (Section). In accordance with North Carolina Solid Waste Management Rule 15A NCAC 13B .0201(d), a solid waste management facility permit shall have two parts: a permit to construct and a permit to operate. The permit to construct must be implemented in accordance with Attachment 2 of this permit. The permit to operate must be implemented in accordance with Attachment 3 of this permit.
2. The persons to whom this permit is issued (“permittee”) are the owners and operators of the solid waste management facility.
3. The processing facility is located on the same property as the scrap tire disposal facility (Permit 1303-TIRELF-1988). The permit to construct and operate for the U.S. Tire Recycling, L.P. scrap tire disposal facility issued January 18, 1995, was recorded in the Cabarrus County Register of Deeds on December 11, 1996, in Deed Book 1770, Pages 91-96 (DIN 25689).
4. When this property is sold, leased, conveyed, or transferred in any manner, the deed or other instrument of transfer must contain in the deed description section, in no smaller type than that used in the body of the deed or instrument, a statement that the property has been used as a solid waste management facility and a reference by book and page to the recordation of the permit.
5. By receiving waste at this facility the permittee shall be considered to have accepted the terms and conditions of this permit.
6. Operation of this solid waste management facility shall be in accordance with the North Carolina Solid Waste Management Rules, 15A NCAC 13B; Article 9 of the Chapter 130A of the North Carolina General Statutes (N.C.G.S. 130A-290, et seq.); the conditions contained in this permit; and the approved plan. Should the approved plan and the rules conflict, the Solid Waste Management Rules shall take precedence unless specifically addressed by permit condition. Failure to comply may result in compliance action or permit revocation.
7. This permit is issued based on the documents submitted in support of the application for permitting the facility including those identified in Attachment 1, “List of Documents for Approved Plan,” and which constitute the approved plan for the facility. Where discrepancies exist, the most recent submittals and the conditions of permit shall govern.

8. This permit may be transferred only with the approval of the Section, through the issuance of a new or substantially amended permit in accordance with applicable statutes and rules. In accordance with N.C.G.S. 130A-295.2(g) the permittee shall notify the Section thirty (30) days prior to any significant change in the identity or business structure of either the owner or the operator, including but not limited to a proposed transfer of ownership of the facility or a change in the parent company of the owner or operator of the facility.
9. The permittee is responsible for obtaining all permits and approvals necessary for the development of this project including approval from appropriate agencies for a General or Individual National Pollutant Discharge Elimination System Stormwater Discharge Permit. Issuance of this permit does not remove the permittee’s responsibilities for compliance with any other local, state or federal rule, regulation, or statute.

PERMITS TO OPERATE

Permit	Issuance	Expiration	DIN
1310-TIRETP-2012	October 26, 2016	August 11, 2021	26835

DIN = Document Identification Number

PROPERTIES APPROVED FOR THE SOLID WASTE MANAGEMENT FACILITY

Cabarrus County, NC Register of Deeds				
Book	Page	Grantor	Grantee	Acres
856	229	U.S. Tire Disposal, Inc.	U.S. Tire Recycling Partners, L.P.	86.7
Total Site Acreage				86.7

The Cabarrus County Property Identification Number is 46909736650000.

Part II Municipal Solid Waste Landfill Unit(s)

Not Applicable

Part III Construction and Demolition Landfill Unit(s)

Not Applicable

Part IV Industrial Landfill Unit(s)

Not Applicable

Part V Land Clearing and Inert Debris Landfill Unit(s)

Not Applicable

Part VI Transfer Station/Treatment & Processing Unit(s)

Not Applicable

Part VII Miscellaneous Solid Waste Management – Scrap Tire Processing Facility

Permitting History

Permit Type	Date Issued	DIN
Permit to Operate	March 4, 2014	20665
PTO Amendment – (5-yr) – Extension of franchise	October 26, 2016	26835

List of Documents for the Approved Plan

1. Permit Application – Scrap Tire Collection and Processing Facility. Prepared for U.S. Tire Recycling. Prepared by Garrett & Moore. September 2009. Approved February 6, 2014. [DIN 20527]
2. *Ordinance Granting a Scrap Tire Processing and Disposal Facility Franchise to US Tire Recycling Partners, L.P.* ORD #16-84, City of Concord, NC. 5-yr term effective August 11, 2016. [DIN 26772]
3. Email from Gene Helton to Ed Mussler stating that there have been no changes in the operating process from the previously submitted application [DIN 20527]. September 19, 2016. [DIN 26834].

- End of Section -

ATTACHMENT 2

CONDITIONS OF PERMIT TO CONSTRUCT

Part I: General Facility

1. Construction of all solid waste management units within this facility must be in accordance with the pertinent approved plans.
2. Modification or revision of the approved plans or changes during construction require approval by the Section and may constitute a permit modification and be subject to a permitting fee.
3. All sedimentation and erosion control activities must be conducted in accordance with the Sedimentation Control Act N.C.G.S. 113A-50, et seq., and rules promulgated under 15A NCAC 4. The facility must furnish a copy of the approved Sedimentation and Erosion Control Plan from the NC Division of Energy, Mineral and Land Resources, Land Quality Section, to the Solid Waste Section.
4. Modifications to the approved sedimentation and erosion control activities require approval by the NC Division of Energy, Mineral and Land Resources, Land Quality Section. The Solid Waste Section must be notified of any modifications.
5. Facility construction must not cause or result in a discharge of pollution, dredged material, and/or fill material into waters of the state in violation of the requirement under Sections 401 and 4040 of the Clean Water Act, as amended.

Part II Municipal Solid Waste Landfill Unit(s)

Not Applicable

Part III Construction and Demolition Landfill Unit(s)

Not Applicable

Part IV Industrial Landfill Unit(s)

Not Applicable

Part V Land Clearing and Inert Debris Landfill Unit(s)

Not Applicable

Part VI Transfer Station/Treatment & Processing Unit(s)

Not Applicable

Part VII Miscellaneous Solid Waste Management – Scrap Tire Disposal Facility

Any expansion of the processing facility will require a new application in compliance with the North Carolina Solid Waste Management Rules contained in Section .1100 of 15A NCAC 13B.

-End of Section-

ATTACHMENT 3

CONDITIONS OF PERMIT TO OPERATE

Part I: General Facility

1. The facility must be adequately secured by means of gates, chains, berms, fences, or other security measures approved by the Section to prevent unauthorized entry.
2. Signs must be posted at the entrance to the facility that state types of waste that can and cannot be received at the facility, the hours of operation, the permit number(s), contact name, telephone number, and other pertinent information. Traffic signs or markers must be provided as necessary to promote an orderly traffic pattern to and from the operating areas and to maintain efficient operating conditions.
3. Interior roadway must be of all-weather construction and maintained in good condition.
4. A responsible individual trained and certified in facility operations must be on-site at all times during all operating hours of the facility, in accordance with N.C.G.S. 130A-309.25. An attendant must be present to oversee the loading and unloading of waste.
5. Copies of this permit, the approved plans, and all records required to be maintained by the permittee must be maintained at the facility and made available to the Section upon request during normal business hours.
6. All sedimentation and erosion control activities must be conducted in accordance with the Sedimentation Control Act, N.C.G.S. 113A-50 et seq., and rules promulgated under 15A NCAC 4. All required sedimentation and erosion control measures must be installed and operable to mitigate excessive on-site erosion and to prevent silt from leaving the area of the landfill unit during the service life of the facility. The Section must be notified of any modifications to the approved sedimentation and erosion plan.
7. Facility construction, operations or practices must not cause or result in a discharge of pollution, dredged material, and/or fill material into waters of the state in violation of the requirements under Sections 401 and 4040 or the Clean Water Act, as amended.
8. Fire lanes must be established and maintained at all times. The dimensions of the fire lanes must be coordinated with the Fire Marshall having jurisdiction over the site.
9. Open burning of solid waste is prohibited.
10. Fires and non-conforming waste incidents shall be reported to the Section's Regional Waste Management Specialist within twenty-four hours followed by a written notification to be submitted within 15 days.
11. Financial assurance as required by state rules and statutes must be continuously maintained for the duration of the facility and updated and submitted annually to the Section by the anniversary date of the issuance of this permit.

12. Any modifications to the approved plans must be submitted to the Section and approved prior to implementation.

Part II: Municipal Solid Waste Landfill Units

Not Applicable

Part III: Construction and Demolition Debris Landfill Units

Not Applicable

Part IV: Industrial Landfill Units

Not Applicable

Part V: Land Clearing and Inert Debris Landfill Units

Not Applicable

Part VI: Transfer Station / Treatment and Processing Unit

Not Applicable

Part VII: Miscellaneous Solid Waste Management – Scrap Tire Disposal Facility

1. The permit to operate will expire August 11, 2021, based on the franchise granted by the City of Concord for the facility. Pursuant to 15A NCAC 13B .0201(c), the permittee must submit a permit amendment application or plan for closure prepared in accordance with 15A NCAC 13B .1108 (b) to the Section no later than February 11, 2021.
2. The scrap tire processing facility is permitted to store no more than 2,350 tons of stockpiled and processed tires at any time.
3. A minimum of seventy-five percent (75%) of the tire-derived products must be disposed in the U.S. Tire Recycling Partners, LP tire monofill or shipped offsite on an annual basis. Adjustments to this percentage to allow additional amounts of storage or adjustments to allow additional length of storage time must be submitted to the Section for review and approval.
4. Operation of the facility must conform to the permitting and operating procedures described in the approved plan and in accordance with the conditions contained in this permit.
 - a. This facility must be maintained and operated in accordance with the North Carolina Solid Waste Management Rules.
 - b. Material processing, shredding, and grinding operations may only occur in compliance with any applicable local ordinance or special use permit.

- c. Amendments or revisions to the Solid Waste Management Rules or violations of standards may necessitate the modification of the construction and operation plans of this facility,
 - d. The operating and permit conditions are subject to revision or revocation at any time the operations either threaten or have the potential to adversely affect the environment or public health and safety.
5. All operating personnel must receive training and supervision necessary to properly operate the facility including the approved waste screening procedures. The permittee shall actively employ a screening program with for detecting and preventing the acceptance of excluded or unauthorized waste.
6. Adequate fire protection measures must be in place and fire prevention procedures must be practiced at all times in accordance with the most current fire safety survey as required by 15A NCAC 13B .1107(2)(f). Equipment must be provided to control accidental fires or arrangements must be made with the local fire protection agency to immediately provide fire-fighting services when needed.
7. Employee training must include the procedures contained in the Emergency Preparedness Manual that must be kept readily available to employees at all times.
8. Stakes or posts must be installed to delineate the tire storage areas and the tire chip pile storage areas as shown in the approved site plan.
9. The facility must not cause nuisance conditions.
 - a. Effective vector control measures must be applied at all times to control any potential vectors including mosquitoes, flies, rodents, insects, and other vermin.
 - b. Control measures must be utilized to minimize and eliminate visible dust emissions and blowing litter emanating from waste materials.
 - c. Windblown materials must be collected by the end of the day and no windblown material is allowed to leave the facility boundary.
10. Fires and other incidents that do not conform to the normal operating conditions authorized by this permit must be reported to the Regional Waste Management Specialist within 24 (twenty-four) hours of the occurrence with a written notification to be submitted within 15 (fifteen) calendar days of the occurrence.
11. Except in circumstances involving the immediate protection of human life, health or the environment, changes in operations or facility construction are not authorized unless submitted in writing to and approved by the Section.
12. Within 30 days after termination of operations at the site or a major portion thereof or upon revocation of this permit, all scrap tire and scrap tire derived products must be removed to a permitted solid waste management facility approved to manage scrap tires.

13. Financial assurance for closure and cleanup must remain in force during the operation of this site in accordance with N.C.G.S. 130A-295.215A. The permittee must submit to the Section for review and approval any subsequent changes in the instrument or the provider of financial assurance at least one hundred twenty (120) days prior to any requested changes.
 - a. The permit holder is required to establish financial assurance in the amount of at least \$352,500 (three hundred fifty-two thousand and five hundred dollars) for closure at the facility based on the approved total gross capacity of approximately 2,350 tons or 235,000 stockpiled and processed scrap tires at any one time and in accordance with 15A NCAC 13B .1111 (c)(1).
 - b. Subsequent adjustments to the tire storage amount and/or financial assurance amounts must be submitted to the Section for review and approval prior to implementation.
 - c. The owner and operator must annually submit adjusted cost estimates including closure and post-closure activities for inflation within 60 days prior to the anniversary date of the establishment of the financial instrument in accordance with applicable rules and statutes. If the corporate financial test is used as the financial instrument, the verification must be submitted annually to the Section by July 1.

Recordkeeping and Reporting

14. The permittee must maintain a record of the amount of scrap tires accepted for processing and the amount of scrap tire processed. Scales must be used to weigh the amount of waste received. The daily records are to be summarized into a monthly report for use in the required annual reports.
15. On or before August 1 annually, the permittee must submit an annual facility report to the Solid Waste Section, on forms prescribed by the Section.
 - a. The reporting period shall be for the previous year beginning July 1 and ending June 30.
 - b. The annual facility report must list the amount of scrap tires landfilled in tons and be compiled:
 - i. On a monthly basis.
 - ii. By county, city or state of origin.
 - c. The completed report must be forwarded to the Regional Environmental Senior Specialist for the facility by the date due on the prescribed annual facility report form.
 - d. A copy of the completed report must be forwarded to each county manager for each county from which waste was received at the facility. Documentation that a copy of the report has been forwarded to the county managers must be sent to the Regional

Environmental Specialist by the date due on the prescribed annual facility report form.

- e. A report must be submitted annually by March 1 to the Section and to Cabarrus County containing the information required under 15A NCAC 13B .1110(d).

- End of Permit Conditions -

ORD. #

ORDINANCE GRANTING A FRANCHISE FOR A SCRAP TIRE DISPOSAL FACILITY
TO US TIRE RECYCLING PARTNERS, L. P.

WHEREAS, the Cabarrus County Board of Adjustment approved on January 27, 1988 a request allowing operation of a scrap tire recycling and disposal facility at the present location operated by US Tire Recycling Partners, L. P.; and

WHEREAS, US Tire Recycling Partners, L.P. is currently operating a Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility within the jurisdiction of the City of Concord following annexation of their location on Poplar Tent Road; and

WHEREAS, the City Council for the City of Concord granted a franchise to US Tire Recycling Partners, L.P. on August 11, 2016 and that franchise expires on August 11, 2021; and

WHEREAS, US Tire Recycling Partners, L.P. seeks to obtain a franchise from the City of Concord by a change in state law and regulations; and

WHEREAS, US Tire Recycling Partners, L.P. has vested rights to operate as approved by Cabarrus County; and

WHEREAS, due to a change in the state laws and regulations, US Tire Recycling Partners, L.P. is now eligible for a franchise for a "life-of-site" permit, defined as 60 years from initial receipt of waste at the site in 1998; and

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

SECTION 1. The Scrap Tire Disposal Facility will serve the geographical area and population including the State of North Carolina, State of South Carolina, State of Virginia, State of West Virginia, State of Georgia, State of Tennessee, and State of Florida.

SECTION 2. The waste stream consists of up to approximately 100,000 tons per year scrap tire portions and waste derived from processing scrap rubber vehicle tires.

SECTION 3. The useful life of the scrap tire disposal facility is projected to be up to 50 years to beyond August 11, 2021, depending on the varying annual disposal rates to the scrap tire disposal facility.

SECTION 4. The Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility will be permitted and regulated by NC Department of Environmental Quality (NCDEQ). There are no fees and rates to be charged by the facilities subject to the franchise for waste generated in the jurisdiction of the franchising entity.

SECTION 5. A Facility Plan for the Scrap Tire Disposal Facility was included in the Application for Permit Amendment for the U.S. Tire Scrap Tire Disposal Facility approved by NCDEQ on October 26, 2016 (Document ID No. 26835) and showed the boundaries of the facility, proposed development of the facility site, the boundaries of all waste disposal units, final elevations and capacity of all waste disposal units, the total waste disposal capacity, a description of environmental controls, and a description of any other waste management activities conducted at the facility, including ingress and egress to the facility.

SECTION 6. The U.S. Tire Recycling Facility is consistent with the Cabarrus County Solid Waste Management Plan, the City of Concord Solid Waste Plan, and N.C.G.S. 130A-309.09A, including the provisions for waste reduction, reuse, and recycling.

SECTION 7. US Tire Recycling Partners, L.P. has provided to the City financial security in the amount of \$150,000.00 to cover potential environmental problems, closure of the landfill and any possible financial problems incurred by US Tire Recycling Partners, L.P. using a mechanism satisfactory to both the City and US Tire Recycling Partners, L.P. throughout the life of the landfill. The requirement for financial security will terminate and/or be returned to US Tire Recycling Partners, L.P. either five years after the landfill is closed or when closure is approved by the State of North Carolina, whichever occurs first.

SECTION 8. US Tire Recycling Partners, L.P. will instruct all haulers accessing the Facility to comply with the N.C.G.S. 20.116(g).

SECTION 9. Pursuant to N.C.G.S. 130A-294, US Tire Recycling Partners, L.P. is hereby granted a franchise to operate its current Scrap Tire Processing and Disposal Facility located at 6322 Poplar Tent Road in the City of Concord. This franchise shall have a "life-of-site" term, defined as a maximum of 60 years from initial receipt of waste in 1998, beginning on August 12, 2021 and expiring on August 12, 2058.

SECTION 10. This franchise may not be transferred without the specific approval of the City Council of the City of Concord.

SECTION 11. This Ordinance shall be effective immediately upon adoption at second reading.

Adopted on first reading this 8th day of April 2021.

Adopted on second reading this 13th day of May 2021.

CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

VaLerie Kolczynski, City Attorney



PROJECT SPRING

The Springs Business Park

Company's Legal Name: The Springs Business Park, LLC

Company Representative: Harris Morrison/Dave Davis/Doug Donia

Name and Title: Harris Morrison, Sponsor / Developer; Doug Donia, Sponsor / Leasing Agent; Dave Davis, Developer / Asset Manager

Address: 805 Trade Street, Concord, NC 28027

Phone: 980-354-3700

Email: harris@fortiuscapitalpartners.com; dougd@newbranchre.com; dave@fortiuscapitalpartners.com

Website: <https://fortiuscapitalpartners.com/>

Project Summary:

The Springs Business Park will include four small-bay industrial spec buildings, built to attract tenants ranging from 2,000 SF to 12,000 SF. Constructed with high quality materials, this professional park will be designed to meet the needs of small to medium-sized businesses – locally based, as well as out-of-market – and will be a business incubator for growing companies. In phase 1, buildings A, B, and C will be constructed and total 72,900 SF. Building D (46,500 SF) will be constructed in Phase 2. Total SF for all four buildings will be approximately 119,400 SF. The site is 15.66 acres.

Project address: 560 Pitts School Road NW, Concord NC 28027

PIN: 45995989480000

*SF and Investment for each phase – provide as much detail as you can as far as timing of phases, investment breakdown for each year, building details, etc.

Phase 1 Details:

Total Hard Cost Investment of Phase 1 - \$9,500,000

Building A: 22,950 SF

Building B: 27,000 SF

Building C: 22,950 SF

Acreage Phase 1: The site area for phase is approximately seven acres.

Building A & C Depth: 85'

Building B Depth: 140'

Shared Truck Court between all three buildings

Clear Height Building A & C: up to 17'

Clear Height Building B: up to 21'

Potential Tenant Sizes: 2,000 SF to 12,000 SF

Construction Start: Summer 2021, Buildings A, B and C will be constructed simultaneously,

Construction Completion: March-April 2022, Building A, B and C

Phase 2 Details:

Upon reaching an aggregate occupancy of approximately 70% in Phase 1, Phase 2 will commence.

Hard Cost Investment total of Phase 2 - \$3,500,000

Building D: 46,500 SF

Acreage Phase 2: The site area for this Phase is approximately three acres

Dedicated truck court with both drive-in and dock height doors.

Clear Height Building D: up to 21'

Potential Tenant Sizes: 6,600 SF and greater

Construction Start: Late 2022, Building D

Construction Completion: Mid to late 2023, Building D

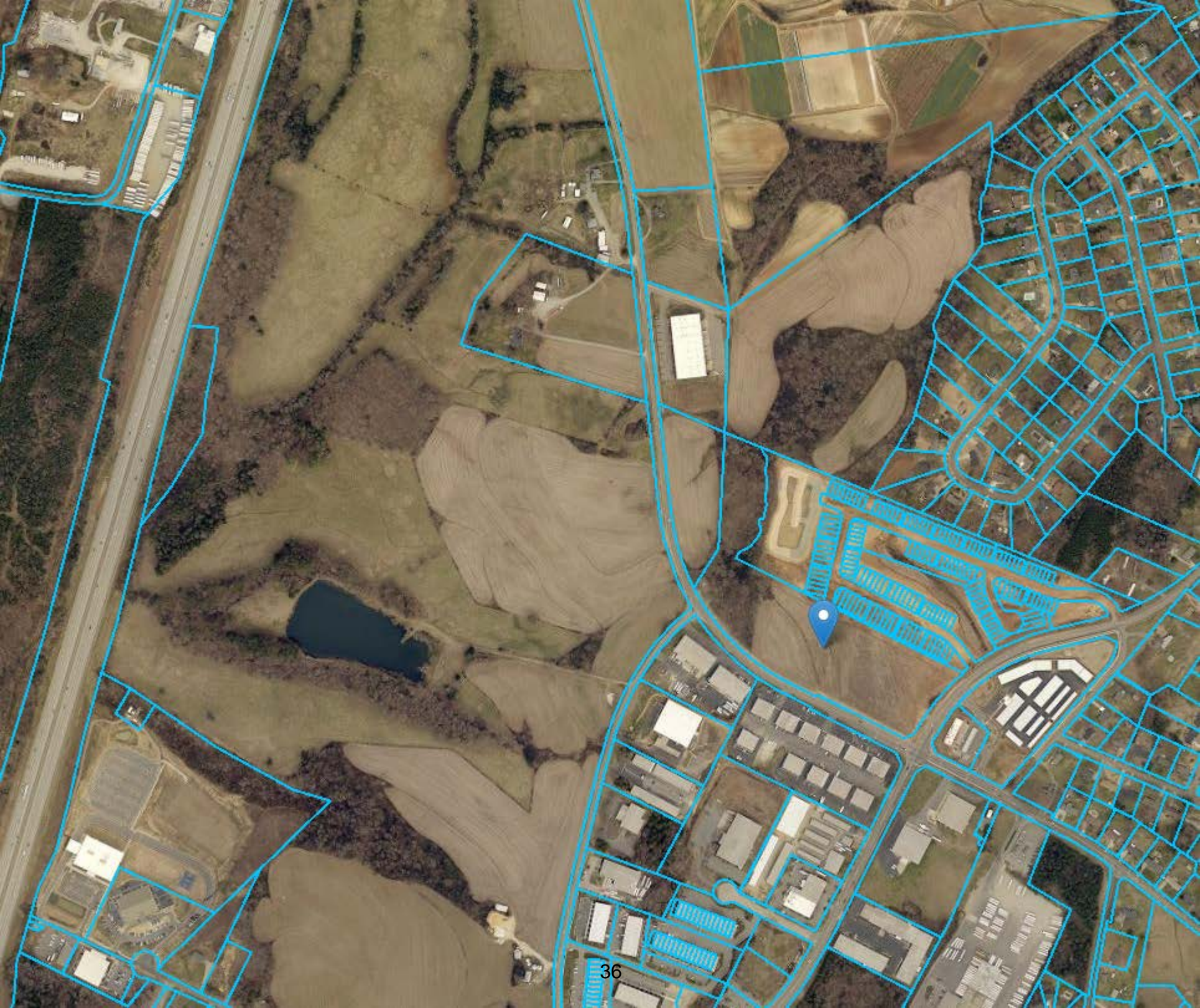
Total Hard Cost Investment – Phases 1 and 2: \$13,000,000

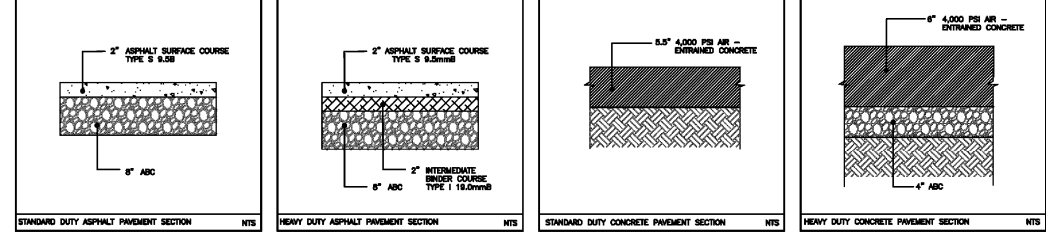
Project Name: Spring

City of Concord Economic Development Grant Analysis



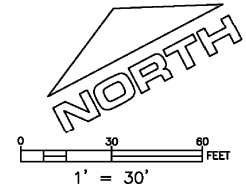
	Year 1	Year 2	Year 3
Total Assessed Value	\$13,000,000.00	\$13,000,000.00	\$13,000,000.00
City taxes at .48	\$ 62,400.00	\$ 62,400.00	\$ 62,400.00
Grant @ 85 %	\$ 53,040.00	\$ 53,040.00	\$ 53,040.00
Net Taxes to City	\$ 9,360.00	\$ 9,360.00	\$ 9,360.00
		3 year taxes	\$ 187,200.00
		3 year grant	\$ 159,120.00
		3 yr. net revenue	\$ 28,080.00



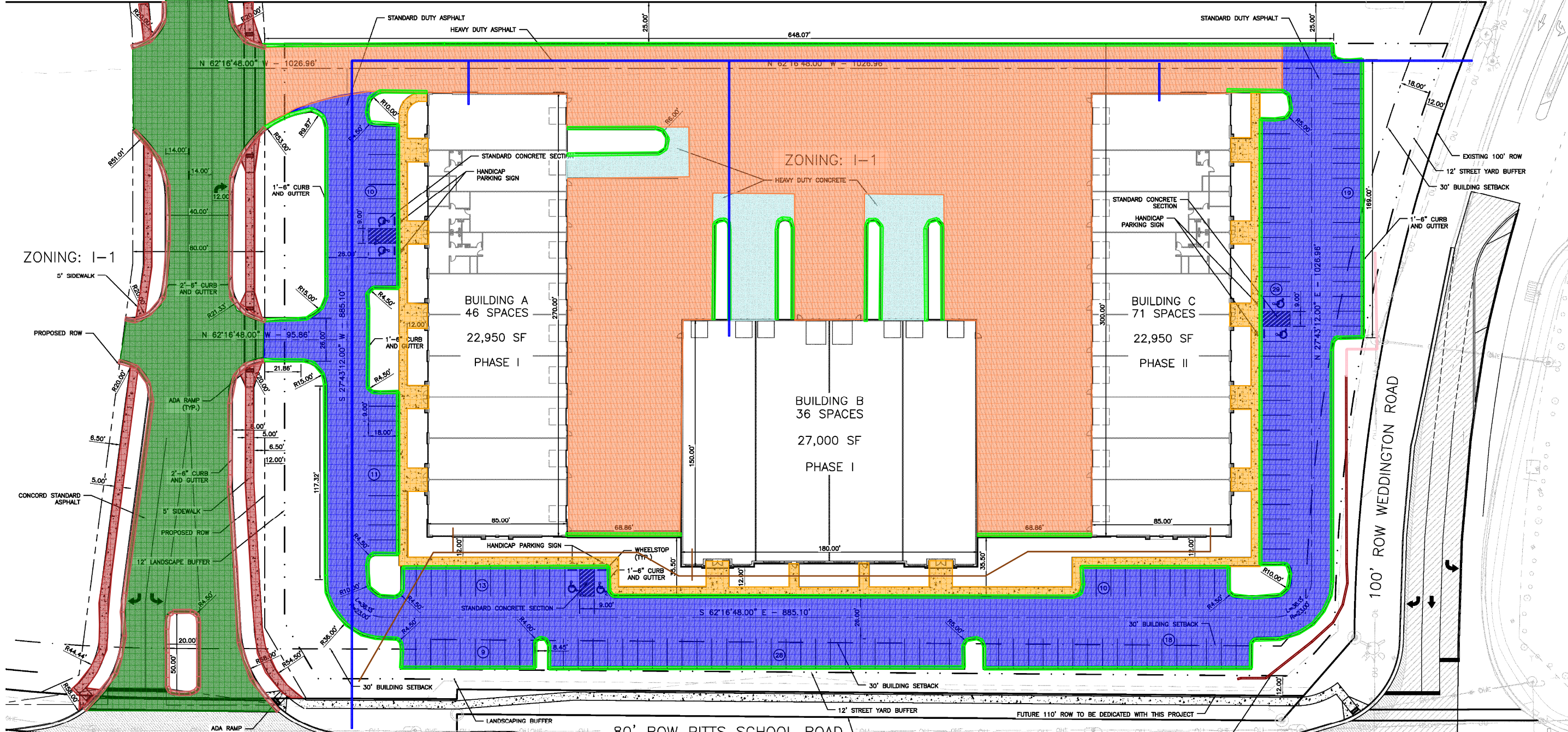


DOT ASPHALT - SEE CROSS SECTION
 HEAVY DUTY ASPHALT SECTION
 CONCORD PUBLIC ACCESS ASPHALT
 STANDARD DUTY ASPHALT SECTION
 STANDARD DUTY ASPHALT SECTION
 HEAVY DUTY CONCRETE SECTION
 NON-NCDOT (ON-SITE ONLY) PAVING DETAILS
 SEE SHEET C205 FOR NCDOT PAVING SPECIFICATIONS

ZONING: PUD



North Carolina One-Call Center
 24 HOURS SERVICE, 24 HOURS IN
 CALL 1-800-632-4949
 UNDESIRABLE LOCATIONS
 CONTRACTORS SHALL CONTACT
 ENTRY TO DIALS FOR AN UPDATE
 TO UTILITY LOCATIONS.
 Call BEFORE you DIG!
 "It's The Law"



REVISION	DATE	DESCRIPTION

THE SPRINGS BUSINESS PARK
 SITE LAYOUT PLAN
 PITTS SCHOOL AND WEDDINGTON
 FORTIUS CAPITAL PARTNERS
 PROJECT NO. 200114.000
 PROJECT MANAGER: NDB
 DRAWN BY: NDB
 CHECKED BY: KWU
 PROJECT START: 03.01.2021

CESI CIVIL
 GEOTECHNICAL
 SURVEYING
 PO BOX 268
 CONCORD, NC 28026-0268
 P. 704.786.5404
 F. 704.786.7454
 www.cesigs.com
 NCBELS CORP. NO. C-0263
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ENGINEERS SEAL

 2/9/2021

- 1 - 02 Site Surfaces - Phase 1 HD Paving - Q1 7,790 SY
- 3 - 02 Site Surfaces - Phase 1 LD Paving - Q1 6,109 SY
- 5 - 02 Site Surfaces - Phase 1 Concrete Dock Apron - Q1 6,143 SF
- 9 - 02 Site Surfaces - Phase 1 Concrete Sidewalks - Q1 8,214 SF
- 11 - 02 Site Surfaces - Phase 1 Curb & Gutter - Q1 4,286 LF
- 13 - 02 Site Utilities - Phase 1 Fire Main - Q1 1,299 LF
- 17 - 02 Site Utilities - Phase 1 3" Domestic Water Main - Q1 617 LF
- 33 - 02 Site Improvements - Retaining wall avg 5' - Q1 656 SF
- 34 - 02 Site Improvements - Retaining wall avg 8' - Q1 2,217 SF
- 94 - 02 Site Surfaces - New Shared Drive HD Paving - Q1 3,016 SY
- 95 - 02 Site Surfaces - New Shared Drive Curb & Gutter - Q1 937 LF
- 96 - 02 Site Surfaces - New Shared Drive Concrete Sidewalks - Q1 3,651 SF

IMPERVIOUS AREA SUMMARY

	AREA (SQ. FT.)
	72,900
	150,309
	7,440
	11,790
	17,299
	259,738

PARKING REQUIREMENT FOR INDUSTRIAL USES:
 1 PER 400SF GFS OF SALES AND OFFICE AREA, PLUS 1 PER EACH COMPANY VEHICLE AT PEAK SHIFT.
 OR
 2 PER 3 EMPLOYEES AT PEAK SHIFT, PLUS 1 PER EACH COMPANY VEHICLE AT PEAK SHIFT (WHICHEVER IS GREATER)
 NOTE: DUMPSTERS TO BE PLACED BASED ON TENANT NEEDS AT TIME OF LEASING.

BUILDING DATA TABLE

BUILDING	SQUARE FOOTAGE	PARKING PROVIDED
A	22,950 SF	40 SPACE
B	27,000 SF	36 SPACES
C	22,950 SF	71 SPACES
TOTAL	72,900 SF	147 SPACES

C200

The Springs Infrastructure Costs

3/10/21

Dave Davis

The total infrastructure and utility cost to develop the Springs Business Park is estimated to be **\$1,056,966**.

Below are a list of detailed items that are being required of us to construct, as it relates to addressing infrastructure and road improvements.

1. Offsite Road Improvements at Pitts School Road and Weddington Road - **\$777,095**
 - a. Road widening
 - b. Stop light engineering and construction
 - c. New traffic designs / lane configurations / striping
 - d. Relocation of utilities
 - e. Pedestrian improvements / sidewalks, pedestrian signal(s) at intersection
 - f. Stormwater
 - g. Curb and gutter
2. Entry Road to serve Springs Business Park – **\$279,872**
 - a. Roadway grading
 - b. Roadway construction / striping
 - c. Stormwater
 - d. Curb and gutter
 - e. Sidewalks on both sides
 - f. Landscape improvements
3. These costs exclude land acquisition, civil engineering, developers fees and other soft costs.

The following items are attached to support your advocacy efforts:

- Road Widening Budget. This details the \$777,095 item.
- Phase 1 Site budget. Our contractor has isolated the Infrastructure and Entry Road Improvements. This details the \$279,872 item.

- The areas shaded in green specifically address these costs (if printed, light maroon..)
 - Clearing Grading and Erosion / Storm drainage or shared cost for the overall site
 - 20% cost was applied to isolate the cost associated with construction of the internal road
 - Shared Public Roadway and Sidewalk costs
 - 100% of these costs are going toward this public infrastructure
- Site plan / takeoff schedule for the entire site

Meeting Date

May 13th, 2021

Annexation Staff Report

Open and conduct a public hearing and consider adopting an ordinance annexing +/- 4.757 acres located at 2183 and 2315 Heglar Rd., owned by Randy and Sherry Walter and Niblock Homes LLC.

The subject property is located on east side of Heglar Rd. and north of NC Hwy 49 North. These parcels are adjacent to, and east of, the approved Buffalo Ranch PUD (Planned Unit Development) which consists of single-family detached homes and a commercial component on the corner of Heglar Rd and Hwy 49. The subject property consists of two parcels; one contains a single-family detached structure with accessory buildings and the other is vacant. A map has been provided depicting the properties' locations.

The annexation petition has been submitted for the purpose of connecting to City utilities in order to include the properties as part of the Buffalo Ranch subdivision as single-family detached lots. If annexed, the petitioner intends to request a modification to the previously approved PUD (Planned Unit Development) to allow for subdivision layout revision and inclusion of the subject properties. The original Buffalo Ranch approval allowed for 190 homes, a revision in 2017 added 1.14 acres but reduced the dwelling count to 122, and the current proposal would add 4.75 acres and cap the dwelling units at 128.

Applications for annexation and rezoning may be submitted simultaneously so that rezoning's corresponding site plan can be under technical review while the annexation is being processed. The draft site plan is currently in review and depicts single-family detached lots as well as a future commercial phase on existing PUD property. The proposed zoning classification and site plan are not subject to discussion at the annexation hearing and are included as information only.

As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No concerns were provided. Cabarrus County Schools provided a school/student impact summary. However, it should be noted that the proposal would only increase the already anticipated number of lots by 6 units which would keep the current school estimates similar to those previously anticipated. The School system noted that "(t)his development is not in an area where we have critical facility capacity issues."

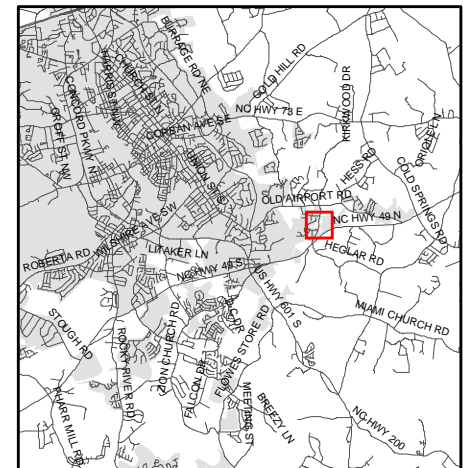
Should Council decide to annex the subject property, the draft site plan will continue through the plan review process and be presented to the Planning and Zoning Commission for consideration of the proposed zoning, related uses, and associated site design.

ANX-02-2021

**Annexation Application
Buffalo Ranch Addition**

Heglar Rd

5549-48-9427 & 5549-49-9161

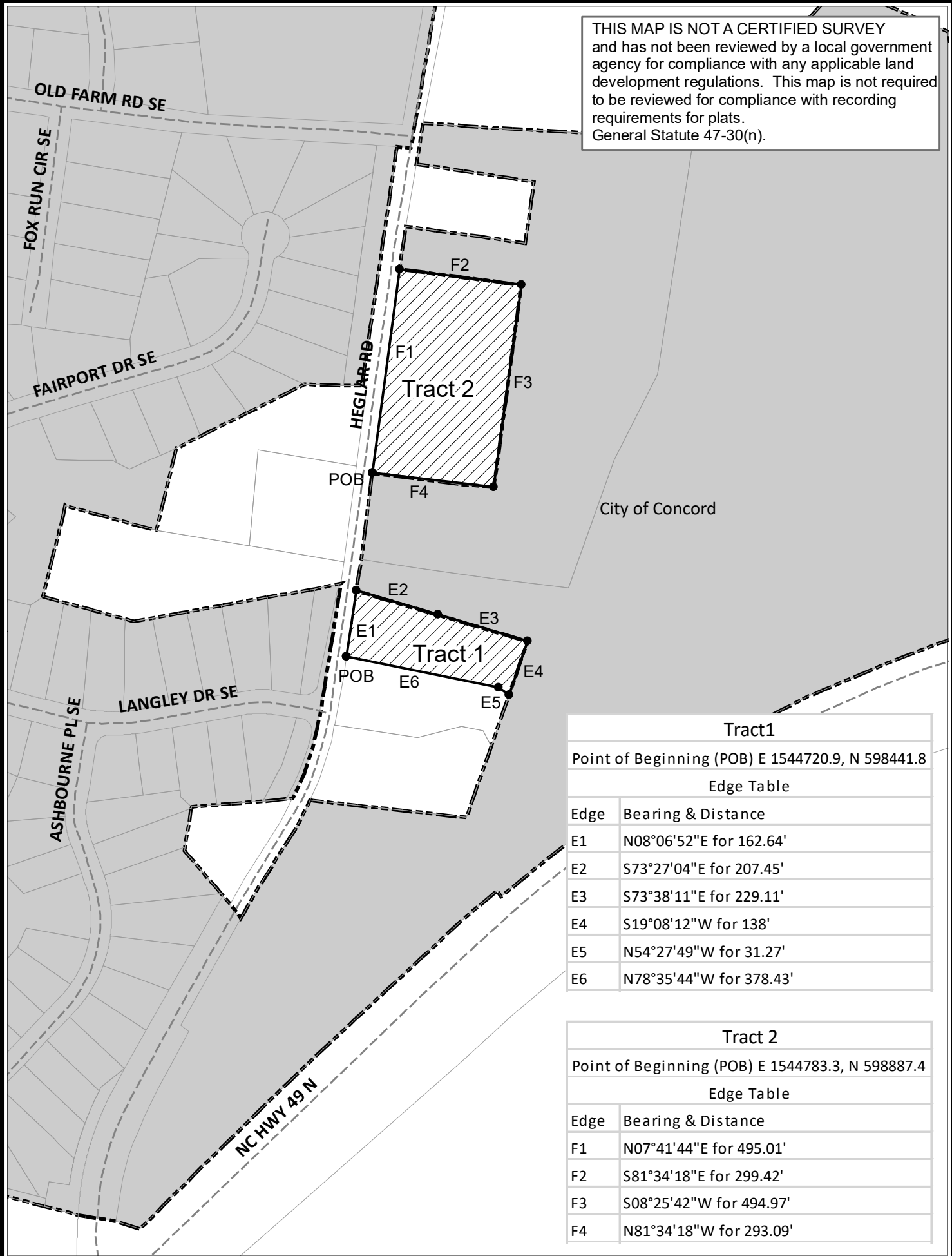


Source: City of Concord
Planning Department

Disclaimer

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.

THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations. This map is not required to be reviewed for compliance with recording requirements for plats. General Statute 47-30(n).

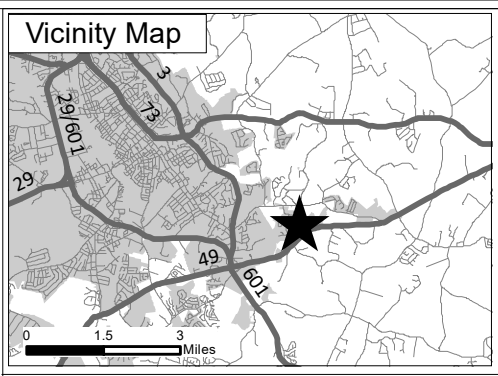


Tract 1	
Point of Beginning (POB) E 1544720.9, N 598441.8	
Edge Table	
Edge	Bearing & Distance
E1	N08°06'52"E for 162.64'
E2	S73°27'04"E for 207.45'
E3	S73°38'11"E for 229.11'
E4	S19°08'12"W for 138'
E5	N54°27'49"W for 31.27'
E6	N78°35'44"W for 378.43'

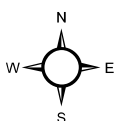
Tract 2	
Point of Beginning (POB) E 1544783.3, N 598887.4	
Edge Table	
Edge	Bearing & Distance
F1	N07°41'44"E for 495.01'
F2	S81°34'18"E for 299.42'
F3	S08°25'42"W for 494.97'
F4	N81°34'18"W for 293.09'



Map of Proposed Annexation City of Concord, NC Buffalo Ranch



- Legend**
- Annexation Area
 - Street Centerline
 - Parcel Boundaries
 - City of Concord



Petitioned by: Randy Walter & Sherry Walter
 Location: Heglar Rd near NC Hwy 49
 Parcel ID: 5549-48-9427 (Tract 1)
 5549-48-9906 (Tract 2)
 Acreage: 4.757 acres

0 300 600
 Feet
 1 inch = 300 feet
 Coordinate System: NAD 1983 State Plane NC FIPS 3200
 Map prepared by City of Concord
 Planning & Neighborhood Development Department

Section B Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name
Buffalo Ranch

Street Address
2183 and 2315 Heglar Road

Cabarrus County Property Identification Number(s) list below

P.I.N. 5549499161000	P.I.N. 5549-48-9427 5549489270000	P.I.N.
P.I.N.	P.I.N.	P.I.N.

Acreage of Annexation Site
3.366 ac and 1.391 ac

Annexation site is requesting connection to City of Concord Water YES and/or Sewer YES

Person to contact if there are questions about the petition

Name
William Niblock

Address
759 Concord Pwky N, Suite 20, Concord, NC 28027

Phone 704 788-4818	Fax #	Email wniblock@niblockhomes.com kenfoster@outlook.com
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Written metes and bounds description of property to be annexed
Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov

Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

YES	Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or
	Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No X

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 12 day of March, 2021 by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Randy Gene Walter Phone _____

Address 2183 Heglar Rd., Concord, NC 28025

Signature *Randy Gene Walter* Date 3-12-2021

Print Name Sherry Yates Walter Phone _____

Address 2183 Heglar Rd., Concord, NC 28025

Signature *Sherry Yates Walter* Date 3-12-2021

Print Name Niblock Homes, LLC Phone 704 788-4818

Address 759 Concord Pkwy N, Suite 20, Concord, NC 28027

Signature *[Signature]* Date 3/18/21

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: NC
County of: Cabarrus

Use this section for individual landowners.

I, Crystal D. Almond [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Randy Gene Walter [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that _____ [Representative for Landowner], a duly authorized representative for _____ [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is _____ [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20___, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and on behalf of said Landowners.

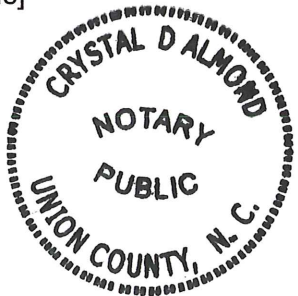
Witness my hand and official seal this 12th day of March, 2021.

Crystal D Almond
Notary Public

My commission expires April 25, 2023

[SEAL of Notary Public]

Notary's Stamp:



PETITION MUST BE NOTARIZED

State of: NC
County of: Cabarrus

Use this section for individual landowners.

I, Crystal D Almond [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Sherry Yates Walter [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that _____ [Representative for Landowner], a duly authorized representative for _____ [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is _____ [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20___, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

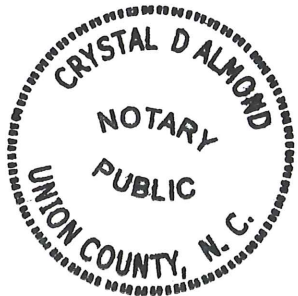
Witness my hand and official seal this 12th day of March, 2021.

Crystal D Almond
Notary Public

My commission expires April 25, 2023

[SEAL of Notary Public]

Notary's Stamp:



PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, _____ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, Christin Coble [Notary's Name], a Notary Public for said County and State, do hereby certify that William Niblock [Representative for Landowner], a duly authorized representative for Niblock Homes, LLC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Authorized Signer [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20___, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

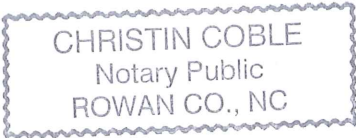
Witness my hand and official seal this 8th day of March, 2024.

Christin Coble
Notary Public

My commission expires February 17, 2023

[SEAL of Notary Public]

Notary's Stamp:



Section E Supplemental Information

In order for the City of Concord to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

Acreage of Area										4.76 acres				
Current Population of Area										2				
Current Zoning of Area										LDR				
Desired City Zoning of Area										PUD (Add to adjoining PUD Site Plan)				
Proposed Use (i.e. residential, commercial, or industrial)										residential				
Estimated Total Value of Residential Units for the Proposed Development														
Total Proposed Number of Dwelling Units														
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)														
Year 1		Year 2		Year 3		Year 4		Year 5						
Estimated Total Value of Business Units for the Entire Proposed Development														
Commercial Value					Industrial Value					Other (not-for-profit) Value				
Proposed Number of Commercial														
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Industrial														
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Other (not-for-profit)?														
Year 1		Year 2		Year 3		Year 4		Year 5						

Section E (continued) Supplemental Information

Street Information									
Proposed total linear mileage of roadway installed									
Year 1		Year 2		Year 3		Year 4		Year 5	
Proposed total number of non-state maintained street miles									
Year 1		Year 2		Year 3		Year 4		Year 5	

Water Information									
Typical water service(s) (i.e. ¾", 1", etc.)									
Number of services installed by developer (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of services requested (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Typical irrigation meter size(s) to be installed (i.e. ¾", 1", etc.)									
Number of Services Requested									
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed									
Year 1		Year 2		Year 3		Year 4		Year 5	

Sewer Information									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)									
Number of services installed by developer (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of services requested (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed									
Year 1		Year 2		Year 3		Year 4		Year 5	

Section E (continued) Supplemental Information

Solid Waste Data									
Number of Rollouts needed for Multi-Family Units									
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection									
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling									
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)									
Year 1		Year 2		Year 3		Year 4		Year 5	

PLEASE SUBMIT ANY SKETCH PLANS OR PRELIMINARY PLATS THAT YOU MAY CURRENTLY HAVE FOR YOUR PROJECT.

City Contact Information

Planning and Neighborhood Development	704-920-5146
Water Resources Director	704-920-5343
Director of Electric Services	704-920-5301
Director of Engineering	704-920-5401
Solid Waste Manager	704-920-5351
Fire Chief	704-920-5536
Police Chief	704-920-5000
Transportation	704-920-5362
Legal	704-920-5114

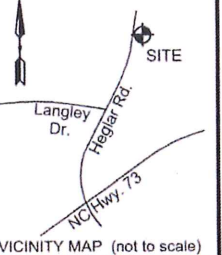
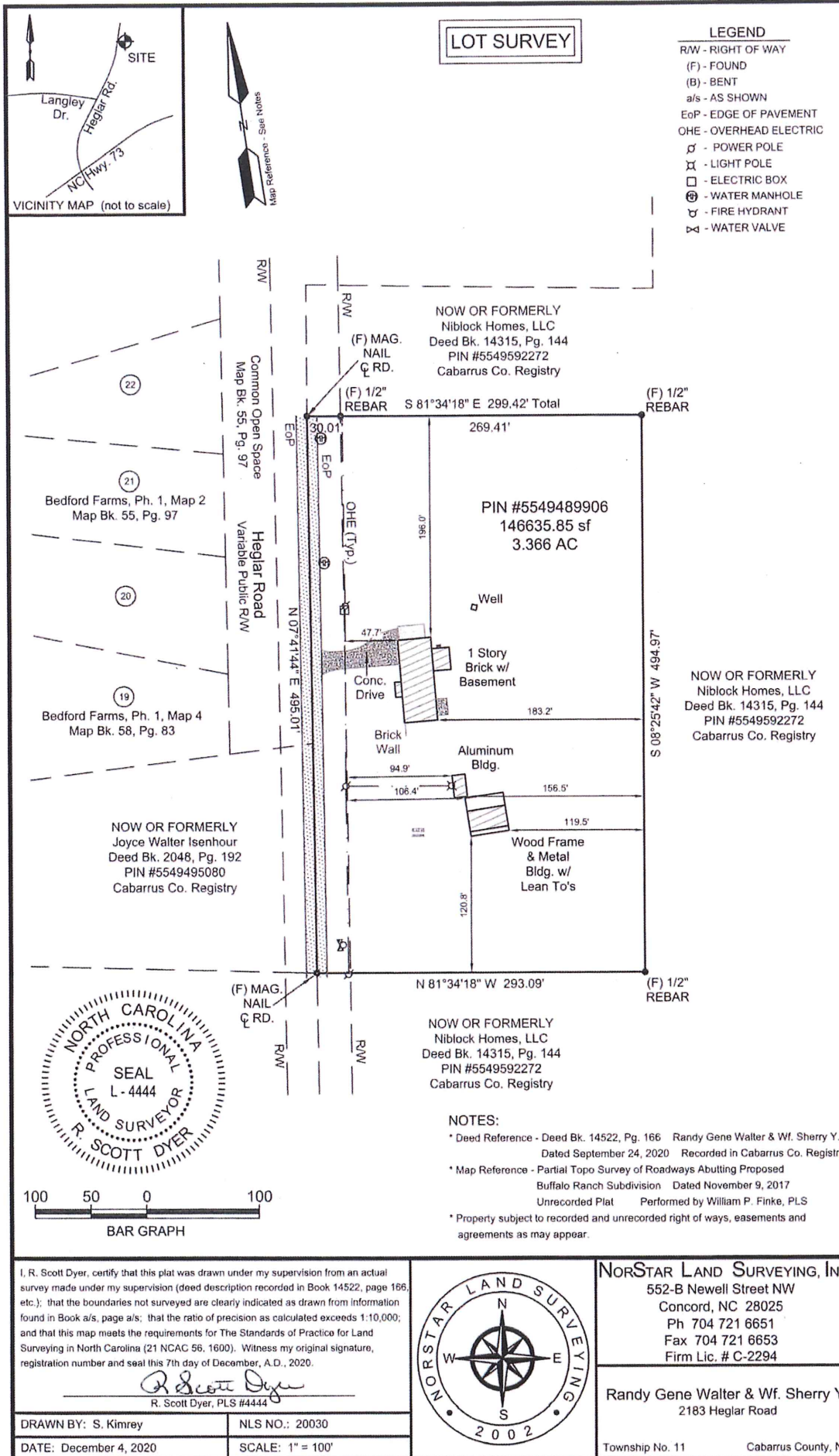
**Voluntary Annexation
Legal Description for
1.391 Acres located at
2315 Heglar Road**

All that parcel of land lying and being in Township 11 Central Cabarrus, Cabarrus County, Concord, North Carolina, and being all of Lot 3 of the Minor Subdivision Plat of 4.831 Acres on Heglar Road, prepared for Niblock Homes, LLC, as recorded in Plat Book 81, page 36 in the Cabarrus County Register of Deeds and more particular described as follows:

Beginning at a computed point near a brick wall. Said computed point being the common front corner of Lot 2 and Lot 3 of the Minor Subdivision Plat of 4.831 Acres on Heglar Road, prepared for Niblock Homes, LLC, as recorded in Plat Book 81, page 36 in the Cabarrus County Register of Deeds. Thence with the easterly 60' Right-of-Way of Heglar Road, (S.R. #2636), **N8°06'52"E 162.64'** to a #4 Rebar set. Said Rebar being located **S73°27'04"E 1.93'** from an existing #5 Rebar. Thence with three lines of Niblock Homes, LLC, 70.633 acres tract as recorded in Deed Book 14315, page 144, 1) **S73°27'04"E 207.45'** to a #4 Rebar set. 2) **S73°38'11"E 229.11'** to an existing small Axle. 3) **S19°08'12"W 138.00'** to an existing #4 Rebar, a common rear corner of Lot 2 and Lot 3 of the aforementioned subdivision. Thence with the common lot lines of Lot 2 and Lot 3 the following two calls, 1) **N54°27'49"W 31.27'** to an existing #4 Rebar. 2) **N78°35'44"W 378.43'**, (passing through an existing #4 Rebar at 375.43'), to the point and place of beginning, containing 1.391 Acres or 60,573 Square Feet.

PIN #5549489906

Beginning at a nail in the centerline of Heglar Road (Variable Public R/W), said nail being a common corner with now or formerly Niblock Homes, LLC (Deed Bk. 14315, Pg. 144), thence with the centerline of Heglar Road (Variable Public R/W), N 07°41'44" E 495.01 feet to a nail, said nail being a common corner with the property of now or formerly Niblock Homes, LLC (Deed Bk. 14315, Pg. 144); thence with the property of now or formerly Niblock Homes, LLC (Deed Bk. 14315, Pg. 144) the following three (3) calls: (1) S 81°34'18" E, passing a ½" rebar on line at 30.01 feet for a total of 299.42 feet to a ½" rebar; (2) S 08°25'42" W 494.97 feet to a ½" rebar; (3) N 81°34'18" W 293.09 feet to the POINT AND PLACE OF BEGINNING and containing 3.366 AC.



LOT SURVEY

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - EoP - EDGE OF PAVEMENT
 - OHE - OVERHEAD ELECTRIC
 - ⊙ - POWER POLE
 - ⊠ - LIGHT POLE
 - ⊞ - ELECTRIC BOX
 - ⊕ - WATER MANHOLE
 - ⊞ - FIRE HYDRANT
 - ⊞ - WATER VALVE



NOTES:

- * Deed Reference - Deed Bk. 14522, Pg. 166 Randy Gene Walter & Wf. Sherry Y. Dated September 24, 2020 Recorded in Cabarrus Co. Registry
- * Map Reference - Partial Topo Survey of Roadways Abutting Proposed Buffalo Ranch Subdivision Dated November 9, 2017 Unrecorded Plat Performed by William P. Finke, PLS
- * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14522, page 166, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56, 1600). Witness my original signature, registration number and seal this 7th day of December, A.D., 2020.

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

DRAWN BY: S. Kimrey	NLS NO.: 20030
DATE: December 4, 2020	SCALE: 1" = 100'



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

Randy Gene Walter & Wf. Sherry Y.
2183 Heglar Road

Township No. 11 Cabarrus County, NC



FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED Jul 10, 2019
AT 04:06 pm
BOOK 13596
START PAGE 0028
END PAGE 0030
INSTRUMENT # 17256
EXCISE TAX \$650.00
EBV

SCANNED AND RETURNED

PREPARED BY AND RETURN TO:
LAW OFFICES OF ROBERT M. CRITZ, P.A.
P. O. BOX 745, CONCORD, NC 28026-0745
FILE NO. 28075-C

REVENUE STAMPS: \$650.00
TAX I.D. NUMBER: 5549-48-8278

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS GENERAL WARRANTY DEED, made this 9th day of July, 2019, by and between **DOGWOOD AND PINES, LLC**, a North Carolina limited liability company, whose mailing address is 800 Wilhelm Place, N.E., Concord, North Carolina 28025, Grantor, **NIBLOCK HOMES, LLC**, a North Carolina limited liability company, whose mailing address is 759 Concord Parkway North, Suite 20, Concord, North Carolina 28027, Grantee.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. Neither the property, nor any part thereof, is the primary residence of the Grantor.

WITNESSETH:

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

3/ALB-

(OLD DESCRIPTION)

Lying and being in No. 11 Township, Cabarrus County, North Carolina on the east side of Heglar Road (S.R. #2636), adjoining the property of REO Funding Solutions III, LLC (Book 10058, Page 176), and being more particular described as follows:

BEGINNING at an existing #5 rebar on the east side of the right-of-way of Heglar Road, in the line of REO Funding Solutions III, LLC (said #5 rebar being located S. 75-36-13 E. 25.95 feet from a 1" iron found in the right-of-way of Heglar Road, and being the northwest corner of PIN #5549-69-0093) and runs thence four (4) courses and distances with the line of REO Funding Solutions III, LLC, as follows: (1) S. 73-27-04 E. 207.45 feet to a #4 rebar set; thence (2) S. 73-38-11 E. 229.11 feet to a small axle found; thence (3) S. 19-08-12 W. 452.55 feet to a small axle found; and thence (4) N. 83-41-55 W. (passing a small axle found on line at 381.20 feet) 429.51 feet to a computed point in the right-of-way of Heglar Road, a corner of REO Funding Solutions III, LLC; thence three (3) courses and distances through the right-of-way of Heglar Road, as follows: (1) N. 30-23-28 E. 71.78 feet; thence (2) N. 17-23-48 E. 100 feet to a computed point; and thence (3) N. 09-31-54 E. 360.77 feet to a computed point, a corner of REO Funding Solutions III, LLC; thence through the right-of-way of Heglar Road, S. 73-27-04 E. 30.02 feet to the point of BEGINNING, containing 4.831 acres, more or less, as shown on that survey by Mark S. Pence, PLS, dated January 24, 2019.

For back reference see Book 13353, Page 273, Cabarrus County Registry.

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

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

Ad valorem taxes for the current year and subsequent years, easements, restrictions, and any other exceptions of record, any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, and matters that would be disclosed by a current survey and inspection of the aforesaid tract or parcel of land.

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

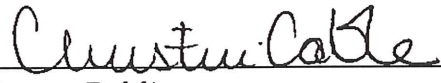
DOGWOOD AND PINES, LLC,
a North Carolina limited liability company

By: 
James O. Campbell, Member/Manager

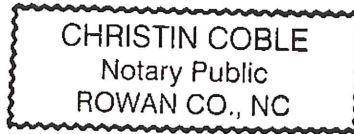
NORTH CAROLINA
CABARRUS COUNTY

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **James O. Campbell** personally appeared before me this day and acknowledged that he is the Member/Manager of Dogwood and Pines, LLC, a North Carolina limited liability company, and that he as Member/Manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and notarial seal, this the 9th day of July, 2019.


Notary Public

My Commission Expires: 02/17/2023



FILED	Sep 24, 2020
AT	01:34:00 PM
BOOK	14522
START PAGE	0166
END PAGE	0169
INSTRUMENT #	32687
EXCISE TAX	\$0.00

PREPARED BY AND RETURN TO:
LAW OFFICES OF ROBERT M. CRITZ, P.A.
P. O. BOX 745, CONCORD, NC 28026-0745
FILE NO. 28531-C

REVENUE STAMPS: None
PIN: 5549-49-9229; 5549-48-9906; and 5549-49-9134
(TO BE COMBINED)

N O T I T L E O P I N I O N R E N D E R E D N O R I M P L I E D

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS GENERAL WARRANTY DEED, made this 21st day of September, 2020, by and between **RANDY GENE WALTER and wife, SHERRY YATES WALTER**, whose mailing address is 2183 Heglar Road, North Carolina 28025, Grantor, and **RANDY GENE WALTER and wife, SHERRY YATES WALTER**, whose mailing address is 2183 Heglar Road, North Carolina 28025, Grantee.

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

W I T N E S S E T H:

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

TRACT 1:
(Tax PIN 5549-49-9134)

Lying and being in Number 11 Township, Cabarrus County, North Carolina, on the east side of Heglar Road, and being part of the property described in Deed Book 209, at Page 613, in the office of the Register of Deeds for Cabarrus County, North Carolina, and more particularly described as follows:

BEGINNING at a new iron pipe (said iron pipe being S. 5-30 W. 523.8 feet from an existing iron pipe on line on the east side of Heglar Road, and S. 78-30 E. 33.3 feet from a point in the center of Heglar Road), and runs thence, S. 78-30 E. 264 feet to a new iron pipe; thence S. 11-30 W. 165 feet to a new iron pipe; thence N. 78-30 W. (passing a new iron pipe on line at 264 feet) 295.2 feet to a point in the center of Heglar Road (said point being 2250 feet from North Carolina Highway Number 49); thence with the center of Heglar Road, N. 10-46 E. 165.01 feet to a point in the center of Heglar Road; thence S. 78-30 E. 33.3 feet to the point of BEGINNING, containing 1.12 acres, as surveyed by Charles D. Brown, Registered Land Surveyor, on October 9, 1982, and being the same property as conveyed by deed dated April 13, 1983, and recorded in Book 559, Page 696, Cabarrus County Registry.

TRACT 2:
(Tax PIN 5549-49-9229)

Lying and Being in Number Eleven (11) Township of Cabarrus County, North Carolina, on the East side of Heglar Road (SR 2636), adjoining the property of Randy Gene Walter, being a part of the property of Otha Walter, and being more fully described as follows:

BEGINNING at an iron stake in the centerline of Heglar Road, the old Southwestern corner of Randy Gene Walter (Deed Book 559, Page 696), and runs thence with the Southern line of Randy Gene Walter, South 78-30 East 295.20 feet to an iron stake, the old Southeastern corner of Randy Gene Walter; thence two (2) new lines of Otha Walter as follows: First, South 11-30 West 164.98 feet to a new iron stake, a new corner; thence Second, North 78-30 West (passing a new iron stake in line at 281.09 feet) 293.09 feet to a nail in the centerline of Heglar Road, a new corner; thence with the centerline of said Road, North 10-46 East 165.00 feet to the point of BEGINNING, containing 1.114 acre, more or less, as surveyed and platted by Charles D. Brown, R.L.S., August 8, 1996, and being the First Tract as conveyed by deed dated September 16, 1996, and recorded in Book 1716, Page 24, Cabarrus County Registry. Subject to the Right of Way for Heglar Road.

TRACT 3:
(Tax PIN 5549-48-9906)

Lying and Being in Number Eleven (11) Township of Cabarrus County, North Carolina, on the East side of Heglar Road (SR 2636), adjoining the property of Randy Gene Walter, being a part of the property of Otha Walter, and being more fully described as follows:

BEGINNING at an iron stake in the centerline of Heglar Road, the old Northwestern corner of Randy Gene Walter (Deed Book 559, Page 696), and runs thence with the

centerline of Heglar Road, North 10-46 East 165.00 feet to a new nail in the centerline of Heglar Road, a new corner of Otha Walter; thence with two (2) new lines of Otha Walter, as follows: First, South 78-30 East 299.42 feet to a new iron stake, a new corner; and thence, Second, South 11-30 West 164.98 feet to an iron stake, the old Northeastern corner of Randy Gene Walter; thence with the Northern line of Randy Gene Walter, North 78-30 West 297.30 feet to the point of BEGINNING, containing 1.130 acre, more or less, as surveyed and platted by Charles D, Brown, R.L.S., August 8, 1996, and being the Second Tract as conveyed by deed dated September 16, 1996, and recorded in Book 1716, Page 24, Cabarrus County Registry. Subject to Right of Way for Heglar Road.

THE PURPOSE OF THIS CONVEYANCE IS TO COMBINE TAX PIN NUMBERS 5549-49-9229, 5549-48-9906, and 5549-49-9134.

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

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

Ad valorem taxes for the current year and subsequent years, easements, restrictions, and any other exceptions of record, any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, and matters that would be disclosed by a current survey and inspection of the aforesaid tract or parcel of land.

[Signatures to Appear on Following Page]

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

Randy Gene Walter (SEAL)
Randy Gene Walter

Sherry Yates Walter (SEAL)
Sherry Yates Walter

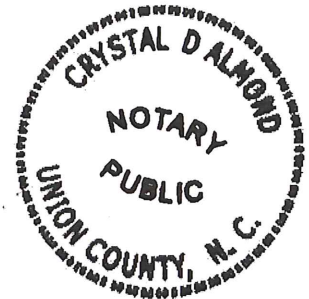
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Crystal D Almond, a Notary Public in and for the County of Union and State of North Carolina, do hereby certify that **Randy Gene Walter and Sherry Yates Walter** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp, this the 21st day of September, 2020.

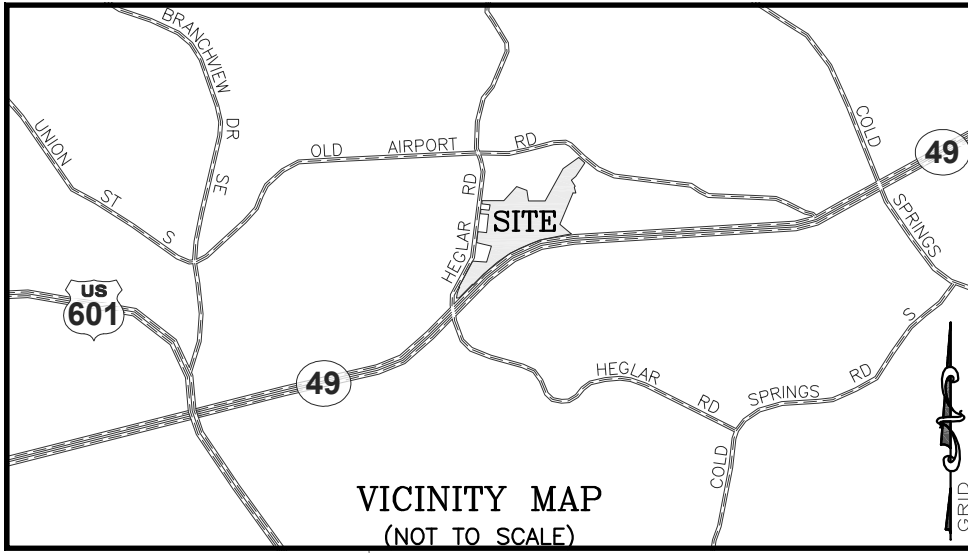
Crystal D. Almond
Notary Public

My Commission Expires: 4/25/23
(Notary Seal)



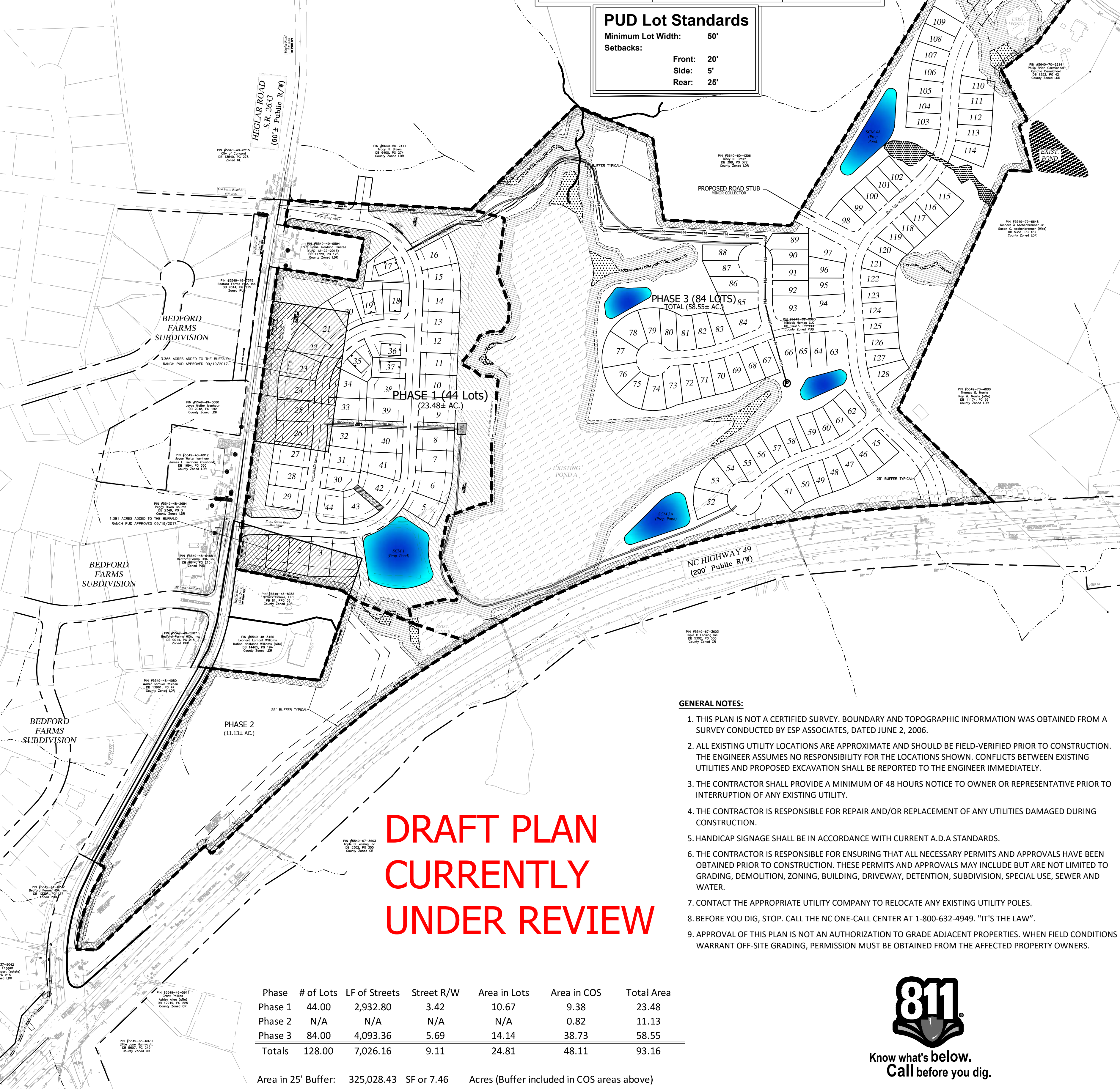
FIRE & LIFE SAFETY NOTES:

1. THIS JURISDICTION ABIDES BY AND ENFORCES THE REQUIREMENTS OF NFPA 241 FOR CONSTRUCTION PROJECTS. A DOCUMENT WE REFER TO AS AN NFPA 241 LETTER IS REQUIRED VERIFYING THAT ALL PARTIES INVOLVED IN THIS PROJECT KNOW OF AND AGREE, TO ABIDE BY THE PROVISION REQUIRING WATER, HYDRANTS, AND ACCESS ROADS BE IN OPERATION PRIOR TO VERTICAL COMBUSTIBLE CONSTRUCTION.
2. ACCESS AND WATER SUPPLY SHALL BE ESTABLISHED PRIOR TO AND MAINTAINED DURING VERTICAL COMBUSTIBLE CONSTRUCTION. (NFPA 241) (IFC 501.4 PAGE 49 TIMING OF INSTALLATION)
3. NEEDED FIRE FLOW FOR THE STRUCTURE MUST BE PROVIDED, MAINTAINED, AND TESTED BEFORE VERTICAL CONSTRUCTION. (BUILDING CODE COUNCIL 9-15-15)
4. THE SITE ADDRESS SHALL BE POSTED IN A TEMPORARY FORM AND UPON COMPLETION IN A PERMANENT FORM IN A VISIBLE LOCATION IN 6 INCH CHARACTERS IN A REFLECTIVE MATERIAL & CONTRASTING COLOR. (IFC 505.1)
5. APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED FOR EVERY FACILITY OR BUILDING WITHIN THE JURISDICTION. THE FIRE APPARATUS ACCESS SHALL EXTEND TO WITHIN 150 FEET OF ALL PORTIONS OF THE FACILITY AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE FACILITY. A GAP OF 300 FEET OF INACCESSIBLE PERIMETER IS ALLOWED. (IFC 503.1.1)
6. ACCESS ROADS TO BUILDING ARE REQUIRED TO BE 20 FEET IN WIDTH FOR BUILDINGS UP TO 30 FEET HIGH AND 26 FEET FOR THOSE OVER 30 FEET. (IFC 503.2.1)
7. FIRE ACCESS ROADS SHALL HAVE UNOBSTRUCTED CLEARANCE OF 13 FOOT 6 INCHES. (IFC 503.2.1)
8. FIRE APPARATUS ACCESS ROADS HEREAFTER CONSTRUCTED SHALL BE WITH ASPHALT, CONCRETE OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE APPROVED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS. IFC APPENDIX D, D102.1 PAGE 417. (9-15-15 BUILDING CODE COUNCIL)
9. THE REQUIRED TURNING RADIUS OF FIRE ACCESS ROADS SHALL BE 42 FOOT RADIUS. (IFC 503.2.4)
10. BUILDINGS EXCEEDING THREE STORIES OR 30 FEET IN HEIGHT SHALL HAVE AT LEAST TWO MEANS OF FIRE APPARATUS ACCESS FOR EACH STRUCTURE.
11. DEAD END ACCESS ROADS IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH AN APPROVED AREA FOR TURNING AROUND FIRE APPARATUS. (IFC 503.2.5)
12. FIRE LANES REQUIRED FOR ACCESS TO THE STRUCTURE ARE REQUIRED TO BE STRIPPED AND MARKED BY SIGNS PROHIBITING PARKING IN AREAS WHERE ACCESS MAY BE BLOCKED. BLOCKAGE TO ACCESS AFTER CONSTRUCTION MAY RESULT IN FUTURE REQUIREMENTS FOR STRIPPING AND SIGNAGE. (IFC APPENDIX D D103.6 SIGNS PAGE 418) CONTACT CONCORD FIRE MARSHAL'S OFFICE PRIOR TO LANE STRIPPING FOR DETAILS. ALL LANES SHALL BE MARKED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS AND APPROVED PRIOR TO INSTALLATION.
13. FIRE HYDRANTS ARE REQUIRED WITHIN 400 FEET OF ANY AREA OF THE PERIMETER OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING. (C-1)
14. FIRE HYDRANTS - PUBLIC HYDRANTS SHALL BE PAINTED YELLOW AND PRIVATE HYDRANTS SHALL BE PAINTED RED. ALL NEW HYDRANTS SHALL BE EQUIPPED WITH A 5 1/4" STORZ FITTING.
15. FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE PROVIDED FOR SPRINKLER SYSTEMS AND BE REMOTE FROM THE BUILDING WITH SIGNAGE. (IFC 912.1)
16. FIRE HYDRANTS ARE REQUIRED WITHIN 200 FEET OF THE LOCATION OF THE FDC.
17. STRUCTURES UNDER CONSTRUCTION ARE REQUIRED TO HAVE TEMPORARY FIRE EXTINGUISHERS ON SITE DURING CONSTRUCTION.
18. BUILDINGS EXCEEDING THREE STORIES OR 30 FEET IN HEIGHT SHALL HAVE AT LEAST TWO MEANS OF FIRE APPARATUS ACCESS FOR EACH STRUCTURE. (IFC D105.1 Sc D105.2)
19. BUILDINGS EXCEEDING 62,000 S.F. WITHOUT SPRINKLERS OR 124,000 S.F. WITH SPRINKLERS SHALL HAVE TWO ACCESS ROADS PLACED A DISTANCE APART EQUAL TO NOT LESS THAN ONE HALF OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE PROPERTY OR AREA TO BE SERVED, MEASURED IN A STRAIGHT LINE BETWEEN ACCESSES. (IFC D104.2 & D104.3)
20. MULTI-FAMILY RESIDENTIAL DEVELOPMENTS HAVING MORE THAN 100 DWELLING UNITS MUST HAVE TWO SEPARATE AND APPROVED FIRE APPARATUS ACCESS ROADS. (IFC D106.1)
21. SINGLE FAMILY DEVELOPMENTS EXCEEDING 30 UNITS SHALL BE PROVIDED WITH SEPARATE AND APPROVED REMOTE FIRE APPARATUS ACCESS ROADS. (IFC D107.1)
22. PLEASE SEE CONCORD FIRE & LIFE SAFETY WEB PAGE FOR DETAILS AND SPECIFICATIONS (<http://www.concordnc.gov/departments/fire/fire-prevention-division/FIRE-PREVENTION-DIVISION-DOWNLOADS>).
23. APPROVAL OF THESE DOCUMENTS IN NO WAY RELIEVES THE OWNER, ARCHITECT, OR ENGINEER FROM RESPONSIBILITY RELATED TO VIOLATIONS OF THE GOVERNING CODES AND REGULATIONS NOT FOUND BY OUR OFFICE OR OTHER REVIEWING AGENCIES. WHEN SUCH VIOLATIONS ARE FOUND THEY MUST BE CORRECTED.
24. THE OCCUPANCY OF THE BUILDING/UPFIT AREA SHALL NOT BE CONDUCTED PRIOR TO A CERTIFICATE OF COMPLIANCE & OCCUPANCY BEING OBTAINED FROM THE CABARRUS COUNTY BUILDING INSPECTOR.



BUFFALO RANCH			
Phase	Area (Ac.)	Number of Lots	Typical Lot Sizes
1	23.48 Ac.	44 (Single Family)	70' x 125'
2	11.13 Ac.	Future Neighborhood Commercial Village	N/A
3	58.55 Ac.	84 (Single Family)	52' x 125'

PUD Lot Standards	
Minimum Lot Width:	50'
Setbacks:	
Front:	20'
Side:	5'
Rear:	25'



PROJECT DEVELOPMENT NOTES:

1. PROPOSED LOTS WILL MEET MINIMUM LOT REQUIREMENTS SET FORTH BY THE "BUFFALO RANCH PLANNED UNIT DEVELOPMENT (PUD) CONDITIONAL NOTES," DATED JUNE 9, 2006.
2. DESIGN STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER IMPROVEMENTS SHALL CONFORM TO THE MOST CURRENT ADOPTED VERSION OF THE CITY OF CONCORD WATER AND SEWER POLICY.
3. DEVELOPER WILL SECURE ALL APPROVAL PERMITS FROM LOCAL, STATE, AND FEDERAL AGENCIES PRIOR TO STREAM OR WETLAND IMPACTS.
4. ALL BUILDING PADS SHALL BE ABOVE THE 100 YR. FLOODPLAIN ELEVATION.
5. THE APPLICANT MUST APPLY FOR AND OBTAIN A NCDOT AND/OR CITY OF CONCORD DRIVEWAY PERMIT AND INSTALL ANY IMPROVEMENTS THAT MAY BE REQUIRED AS PART OF A TRAFFIC IMPACT STUDY (TIS).
6. DEVELOPER SHALL PROVIDE A LANDSCAPE EASEMENT AROUND ALL PROPOSED MONUMENT WALLS/SIGNS. PROPOSED MONUMENTS SHALL BE LOCATED OUTSIDE OF ALL SIGHT DISTANCE EASEMENTS.
7. ALL PROPOSED STREETS WILL BE PUBLIC RIGHTS-OF-WAY.
8. A STREET PLAN SHALL BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE IN ACCORDANCE WITH THE CITY OF CONCORD TECHNICAL STANDARDS MANUAL, ARTICLE VII.
9. IRON PINS SHALL BE PROVIDED AT ALL CORNERS, UNLESS OTHERWISE NOTED.
10. PROJECT WILL BE SERVED BY CITY OF CONCORD WATER, SEWER AND ELECTRICITY.
11. PROPOSED AMENITY AREA SHOWN ON PRELIMINARY PLAT IS APPROXIMATE. DEVELOPER RESERVES THE RIGHT TO ALTER SITE PLAN AT CONSTRUCTION DOCUMENT PHASE.
12. STORMWATER MANAGEMENT PLAN TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE PER ARTICLE 4 AND 6.1.
13. OPEN SPACE PROVISION & MAINTENANCE PLAN TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
14. PROPOSED LOCATIONS OF WATER, SEWER, AND STORM DRAINAGE SYSTEMS DEPICTED ON PRELIMINARY PLAT ARE PRELIMINARY AND HAVE NOT BEEN DESIGNED. DESIGN DETAILS TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
15. ROAD GRADING & ROAD PROFILES TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
16. SITE GRADING AND CUT/FILL TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
17. LOCATION OF PROPOSED WATER QUALITY AREAS ARE CONCEPTUAL & PRELIMINARY. THE EXACT LOCATION, SIZE, AND DESIGN OF THESE FEATURES TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE.
18. PROPOSED BUILT-UPON SC IMPERVIOUS AREA TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
19. SIGNS SHALL BE POSTED AT THE END OF FUTURE STREET CONNECTIONS THAT STATE THE POTENTIAL FOR CONNECTION. DETAILS TO BE SHOWN IN CONSTRUCTION PLANS.
20. DA RAMPS TO CONFORM TO NCDOT STANDARD DETAIL #848.05.
21. ATER LINE TAPS, METERS, AND BACKFLOW PREVENTERS WILL BE PROVIDED PER THE CITY OF CONCORD REGULATIONS AND REQUIREMENTS.
22. WATER DISTRIBUTION SYSTEM GEOMETRY WILL BE DETERMINED DURING THE FINAL, DETAILED DESIGN.
23. FIRE HYDRANT LOCATIONS SHALL COMPLY WITH THE CITY OF CONCORD AND SHALL BE DETERMINED DURING THE FINAL, DETAILED DESIGN.
24. NITARY SEWER COLLECTION SYSTEM SHALL BE DETERMINED DURING THE FINAL, DETAILED DESIGN. IF NECESSARY, THE DEVELOPER SHALL EXTEND AN OFFSITE SEWER LINE TO SERVE THIS PROPERTY.
25. ENCROACHMENT PERMITS WILL BE REQUIRED FOR IRRIGATION LINES WITHIN THE RIGHT-OF-WAY.
26. STREET SIGNS IN THE RIGHT-OF-WAY WILL REQUIRE ENCROACHMENT PERMITS.
27. CERTIFICATES OF OCCUPANCY SHALL NOT BE ISSUED, FOR EACH PHASE, UNTIL ROADS AND UTILITIES HAVE BEEN ADEQUATELY INSPECTED, TESTED, AND ACCEPTED BY THE CITY OF CONCORD.
28. THE FUTURE COMMERCIAL AREA SHALL PROVIDE APPLICABLE BUFFERS AT THE TIME OF CONSTRUCTION ON THAT SECTION OF THE PROPERTY.
29. ROAD NAMES ARE SUBJECT TO CHANGE AND SHALL BE PROVIDED BY THE DEVELOPER. SUCH NAMES WILL BE FORWARDED TO THE CITY OF CONCORD FOR REVIEW, ACCEPTANCE, AND ADDRESSING.
30. BOUNDARY INFORMATION OBTAINED FROM A SURVEY BY ESP ASSOCIATES, P.A., ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF 89.86 ACRES (TOTAL) FOR PROVIDENT DEVELOPMENT GROUP," DATED JUNE 2, 2006.
31. TOPOGRAPHIC INFORMATION IS BASED ON AN AERIAL SURVEY PREPARED BY NORSTAR LAND SURVEYING, INC. DATED AUGUST 17, 2020.
32. WETLANDS SHOWN HEREIN ARE BASED ON JURISDICTIONAL DETERMINATION BY US ARMY CORPS OF ENGINEERS DATED JUNE 10, 2019.
33. ROAD IMPROVEMENTS ARE SUBJECT TO AVAILABLE RIGHT-OF-WAY AND COORDINATION WITH NCDOT. PROPOSED ACCESS POINTS TO HEGLAR RD AND OLD AIRPORT RD SHALL HAVE ONE INGRESS LANE AND ONE SHARED LEFT-RIGHT EGRESS LANE WITH IMPROVEMENTS RECOMMENDED IN THE APPROVED TIA PREPARED BY RAMEY KEMP & ASSOCIATES DATED NOVEMBER 6, 2017.
34. FINAL ALIGNMENT OF ALL OFF-SITE UTILITY IMPROVEMENTS TO BE DETERMINED DURING CONSTRUCTION DOCUMENT DESIGN PHASE IN COORDINATION WITH THE CITY OF CONCORD AND NCDOT.
35. TOTAL COMMON OPEN SPACE PROVIDED INCLUDES PROPERTY BUFFERS, NATURAL AREAS, EASEMENTS, POCKET PARKS, AMENITY AREAS, AND WATER QUALITY AREAS. THE PROPERTY CONTAINING THE LAKE MAY BE COUNTED TOWARDS SATISFYING THE 20% REQUIREMENT, PROVIDED THAT RECREATIONAL FEATURES ARE ADDED TO EMPHASIZE THIS AMENITY. THESE FEATURES MAY INCLUDE, BUT ARE NOT LIMITED TO PICNIC AREAS, WALKING TRAILS, AND/OR A PEDESTRIAN BRIDGE.
36. ANY NECESSARY RELOCATION OF EXISTING ELECTRIC UTILITIES MUST BE COORDINATED AND WILL BE AT THE COST OF THE OWNER/DEVELOPER.
37. ALL ELECTRICAL INSTALLATIONS MUST COMPLY WITH THE CITY OF CONCORD TECHNICAL STANDARDS MANUAL.
38. ELECTRIC DEPARTMENT IS WORKING TO PURCHASE LAND FOR NEW SUBSTATION TO BE ABLE TO HANDLE CAPACITY OF THIS DEVELOPMENT.
39. DEVELOPER WILL BE REQUIRED TO PROVIDE STORMWATER TREATMENT FOR THE RUNOFF FROM FIRST INCH OF RAIN PER NEW STATE MINIMUM DESIGN CRITERIA AND CONTROL RUNOFF FROM 1 AND 10 YEAR 24 HOUR STORM EVENTS TO PREDEVELOPMENT LEVELS. THERE WILL ALSO NEED TO BE A STORMWATER AGREEMENT BETWEEN CITY AND DEVELOPER PRIOR TO ANY LOTS BEING PLATTED FOR THE PROPER MAINTENANCE AND INSPECTION OF THE MEASURES.
40. WHERE TRAILS ARE PROPOSED INSIDE THE LAKE/WETLAND BUFFER(S), THEY SHALL BE AT-GRADE, PERVIOUS TRAILS SUCH AS: MULCH, VEGETATION, OR STABILIZED DIRT.
41. IF AN AMENITY CENTER IS PROPOSED FOR THE DEVELOPMENT, A GREASE INTERCEPTOR (1,000 GALLONS MINIMUM) WILL BE REQUIRED IF THERE IS FOOD PREPARATION AND/OR COOKING INCLUDED IN THE CENTER.
42. THE MAXIMUM GRADES FOR ALL PROPOSED SEWER LINE EASEMENT AREAS OWNED BY THE CITY (INCLUDING ACCESSES) ARE 1% ALONG THE CENTERLINE AND 2% SIDE SLOPES.
43. COPIES OF ALL CORRESPONDING SEWER EASEMENT AGREEMENTS AND PLAT MAPS WILL BE SUBMITTED TO THE CITY PLANNING DEPARTMENT FOR REVIEW AND COMMENTS; FINAL ERSIONS OF THESE DOCUMENTS WILL BE RECORDED AT THE REGISTER OF DEEDS AND THEN SENT TO THE WATER RESOURCES DEPARTMENT FOR FILING.
44. APPLICABLE, ALL PROPOSED GREASE LINES AND SANITARY SEWER LINES WITHIN THE AMENITY CENTER BUILDING FOOTPRINT AND EXTENDING OUT TO THE GREASE INTERCEPTOR SHALL BE SHOWN WITHIN THE PLUMBING SECTION OF THE ARCHITECTURAL DRAWINGS. IN ADDITION, ALL GREASE INTERCEPTOR DESIGN CALCULATIONS FOR THE SIZING OF THE INTERCEPTOR SHALL BE SHOWN WITHIN THESE ARCHITECTURAL DRAWINGS; THIS INCLUDES ANY REFERENCING TO THE LATEST VERSION OF THE PLUMBING CODE.

GENERAL NOTES:

1. THIS PLAN IS NOT A CERTIFIED SURVEY. BOUNDARY AND TOPOGRAPHIC INFORMATION WAS OBTAINED FROM A SURVEY CONDUCTED BY ESP ASSOCIATES, DATED JUNE 2, 2006.
2. ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD-VERIFIED PRIOR TO CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN. CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED EXCAVATION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
3. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE TO OWNER OR REPRESENTATIVE PRIOR TO INTERRUPTION OF ANY EXISTING UTILITY.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ANY UTILITIES DAMAGED DURING CONSTRUCTION.
5. HANDICAP SIGNAGE SHALL BE IN ACCORDANCE WITH CURRENT A.D.A STANDARDS.
6. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION. THESE PERMITS AND APPROVALS MAY INCLUDE BUT ARE NOT LIMITED TO GRADING, DEMOLITION, ZONING, BUILDING, DRIVEWAY, DETENTION, SUBDIVISION, SPECIAL USE, SEWER AND WATER.
7. CONTACT THE APPROPRIATE UTILITY COMPANY TO RELOCATE ANY EXISTING UTILITY POLES.
8. BEFORE YOU DIG, STOP. CALL THE NC ONE-CALL CENTER AT 1-800-632-4949. "IT'S THE LAW".
9. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.

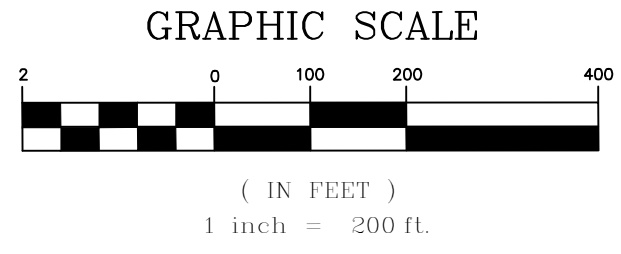
DRAFT PLAN CURRENTLY UNDER REVIEW

Phase	# of Lots	LF of Streets	Street R/W	Area in Lots	Area in COS	Total Area
Phase 1	44.00	2,932.80	3.42	10.67	9.38	23.48
Phase 2	N/A	N/A	N/A	N/A	0.82	11.13
Phase 3	84.00	4,093.36	5.69	14.14	38.73	58.55
Totals	128.00	7,026.16	9.11	24.81	48.11	93.16

Area in 25' Buffer: 325,028.43 SF or 7.46 Acres (Buffer included in COS areas above)



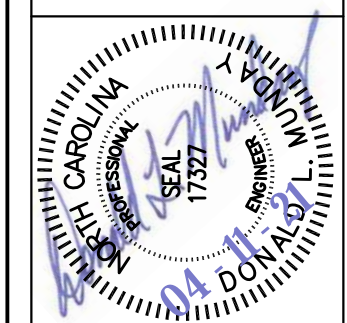
Know what's below. Call before you dig.



PIEDMONT DESIGN
ENGINEERING SURVEYING PLANNING
Associates, P.A.
Suite 101 Westfield Center, 125 East Plaza Drive
Concord, NC 28027
Phone: (704) 664-7888 Fax: (704) 664-1778 www.pdpape.com
NCBELS License #: C-1007

PREPARED FOR:
NIBLOCK HOMES
759 CONCORD PKWY N, STE 20
CONCORD, NC 28027
704-788-4818

OVERALL MASTER PLAN
BUFFALO RANCH
CONCORD, CABARRUS Co., NORTH CAROLINA



REVISIONS	BY

Date: 04/09/2021
Scale: 1"=200 Ft
Drawn: CLF
Checked: DLM
Project: 2020-04-02
Job:
Sheet
MP-0
of 5 Sheets

E:\Engineering\1-Projects\2020\2020-03-04 - Buffalo Ranch\2020\2020-03-04 - Buffalo Ranch\2020\2020-03-04 - Buffalo Ranch.dwg, 4/11/2021 1:55:19 PM, DWG, 10/16/21

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 4.757 ACRES LOCATED AT
2183 AND 2315 HEGLAR RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by William Niblock, Niblock Homes, on May 13th, 2021 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on May 13, 2021 after due notice by The Independent Tribune on April 2, 2021; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-58.1;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 13th day of May 2021:

2183 Heglar Rd

Beginning at a nail in the centerline of Heglar Road (Variable Public R/W), said nail being a common corner with now or formerly Niblock Homes, LLC (Deed Bk. 14315, Pg. 144), thence with the centerline of Heglar Road (Variable Public R/W), N 07°41'44" E 495.01 feet to a nail, said nail being a common corner with the property of now or formerly Niblock Homes, LLC (Deed Bk. 14315, Pg. 144); thence with the property of now or formerly Niblock Homes, LLC (Deed Bk. 14315, Pg. 144) the following three (3) calls: (1) S 81°34'18" E, passing a ½" rebar on line at 30.01 feet for a total of 299.42 feet to a ½" rebar; (2) S 08°25'42" W 494.97 feet to a ½" rebar; (3) N 81°34'18" W 293.09 feet to the POINT AND PLACE OF BEGINNING and containing 3.366 AC.

2315 Heglar Road

All that parcel of land lying and being in Township 11 Central Cabarrus, Cabarrus County, Concord, North Carolina, and being all of Lot 3 of the Minor Subdivision Plat of 4.831 Acres on Heglar Road, prepared for Niblock Homes, LLC, as recorded in Plat Book 81, page 36 in the Cabarrus County Register of Deeds and more particular described as follows:

Beginning at a computed point near a brick wall. Said computed point being the common front corner of Lot 2 and Lot 3 of the Minor Subdivision Plat of 4.831 Acres on Heglar Road, prepared for Niblock Homes, LLC, as recorded in Plat Book 81, page 36 in the Cabarrus County Register of Deeds. Thence with the easterly 60' Right-of-Way of Heglar Road, (S.R. #2636), N8°06'52"E 162.64' to a #4 Rebar set. Said Rebar being located S73°27'04"E 1.93' from an existing #5 Rebar. Thence with three lines of Niblock Homes, LLC, 70.633 acres tract as recorded in Deed Book 14315, page 144, 1) S73°27'04"E 207.45' to a #4 Rebar set. 2) S73°38'11"E 229.11' to an existing small Axle. 3) S19°08'12"W 138.00' to an existing #4 Rebar, a common rear corner of Lot 2 and Lot 3 of the aforementioned subdivision. Thence with the common lot lines of Lot 2 and Lot 3 the following two calls, 1) N54°27'49"W 31.27' to an existing #4 Rebar. 2) N78°35'44"W 378.43', (passing through an existing #4 Rebar at 375.43'), to the point and place of beginning, containing 1.391 Acres or 60,573 Square Feet.

SECTION 2. Upon and after the 13th day of May, 2021 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to

the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

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

Adopted this 13th day of May 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

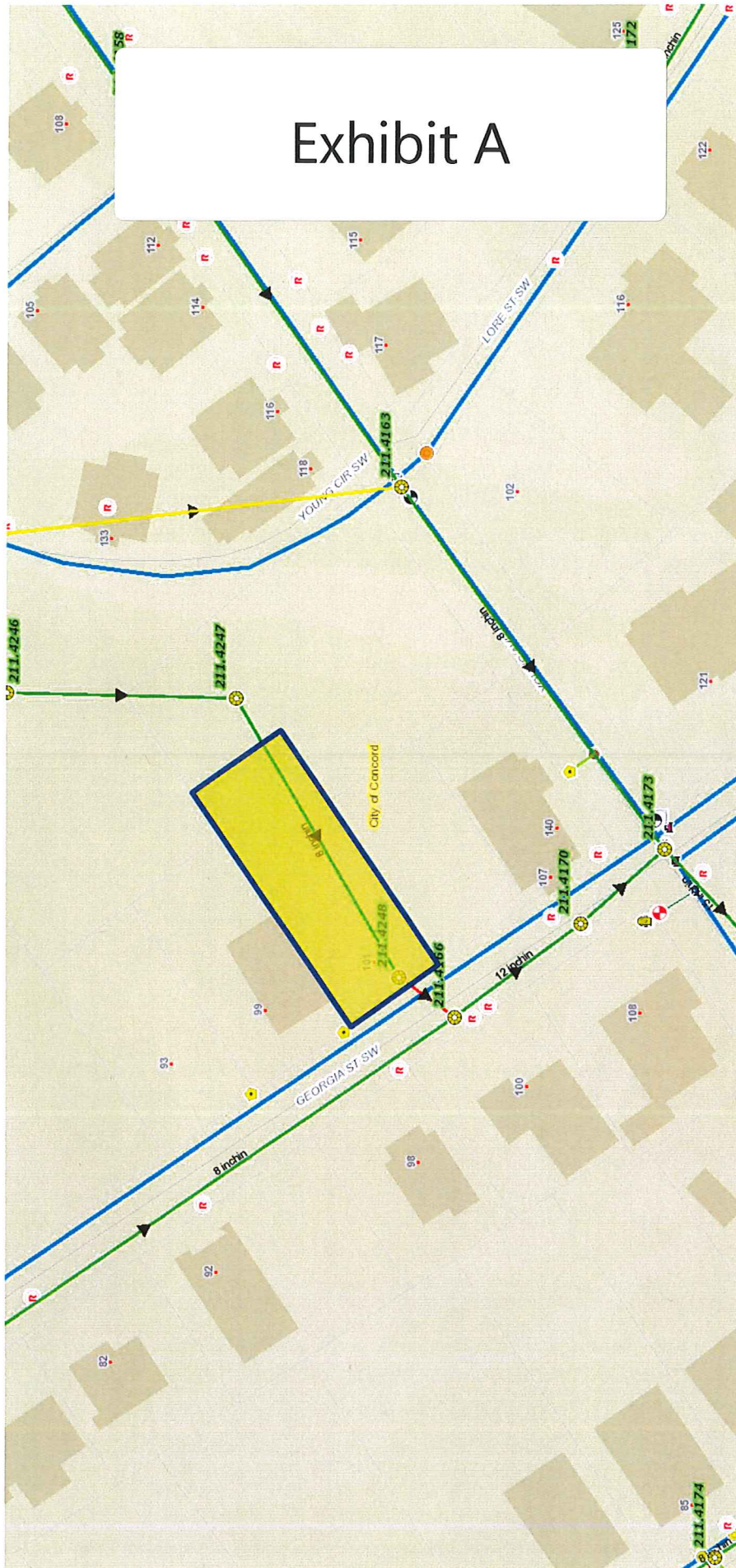
ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

Exhibit A



6749
0335

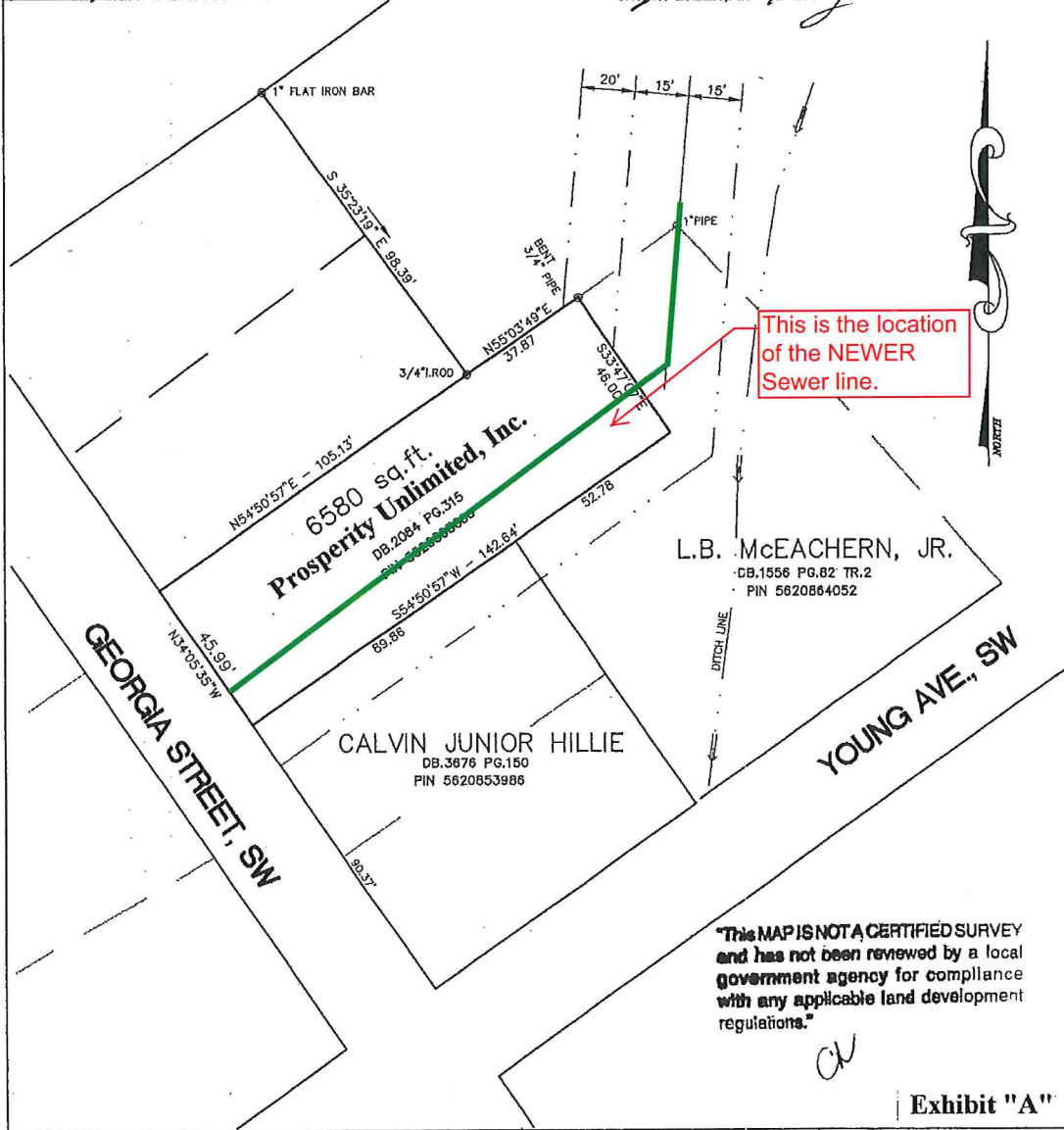
Exhibit B



ND
RTION
DELS

- d. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- e. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS IN (d) THROUGH (d) ABOVE.

GAYLON L. KELLY
GAYLON L. KELLY, PLS L-2863



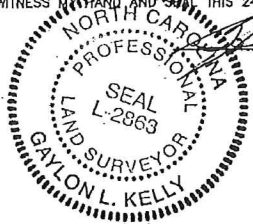
This is the location of the NEWER Sewer line.

"This MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations."

Exhibit "A"

I, GAYLON L. KELLY, PLS, HEREBY CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:15,000+; THAT THE LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AS NOTED,

WITNESS MY HAND AND SEAL THIS 24th DAY OF FEB, 2006



GAYLON L. KELLY
SURVEYOR
L 2863
REGISTRATION NO.

ACQUISITION PLAT
CORBAN-IRISH BUFFALO CREEK OUTFALL
CROSSING PROPERTY OF

Prosperity Unlimited, Inc.

NO. 12 TOWNSHIP CABARRUS COUNTY, N.C.
SCALE: 1"=40' DATE: FEB. 24, 2006 (PLAT)

REF. DB. PG. MB. PG.
JOB NO. FIELD BOOK PAGE

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OFFER TO PURCHASE CONTRACT

Seller: The City of Concord, a North Carolina municipal corporation

Buyer: Young Circle Cottages LLC, a North Carolina limited liability company

Property Description is as follows:

Commonly identified as 101 Georgia Street SW, NC 28025, PIN: 5620-86-3060, Tax ID No: 12-029-0127.00.

BEGINNING at a point in the Western margin of Georgia Avenue SE, said point lying N. 34-05-35 W. 90.37 feet from the intersection of Georgia Avenue SW and Young Avenue SW; thence with said margin S. 34-02-35 W. 45.99 feet to point; thence N. 54-50-57 E. 105.13 feet to an existing ¾ iron rod, a corner of L.B. McEachern and the Community Development Property; thence with two lines of McEachern, N. 55-03-49 E. 37.87 feet to a bent ¾" iron pipe; thence S. 33-47-07 E. 46.00 feet to a point; thence with another line of McEachern and Calvin Junior Hillie, S. 54-50-57 W. 142.64 feet to the POINT OF BEGINNING, having an area of 6580 square feet.

BEING the same property conveyed to the City of Concord by Quitclaim Deed as recorded 05/16/2006 in Deed Book 6749, at Page 333 of the Cabarrus County Registry.

Property is to be conveyed SUBJECT TO a reserved 30-foot utility easement to the City of Concord as shown on Exhibit A & B of this Contract.

Build 4 Value ("Buyer") has made an offer to purchase the above described property for Five Thousand Dollars (\$5,000.00) from the City of Concord, a North Carolina municipal corporation ("Seller") and has left a deposit of two hundred fifty dollars and no cents (\$ 250.00). If the City Council of Concord proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process pursuant to N.C.G. S. § 160A-269.

1. The offer set forth herein is a real offer to purchase the Property from the Seller. This offer MUST be accepted and approved by the Concord City Council. Once accepted, the Buyer must **deposit 5%** of the offer of Five Thousand Dollars (\$ 5,000.00) to the City Clerk. The offer must then be advertised for upset bid as required by North Carolina General Statute § 160A-269.
2. All payments are to be in the form of a money order, cash, or certified bank funds and made to the City Clerk. All bid deposits are non-refundable, unless the bid is upset by another bidder or the offer declined by the Concord City Council.
3. Once the bid period closes, if the Buyer hereunder has the highest bid, the City Council will accept the bid and direct City staff to take the necessary actions to convey the property to the Buyer.
4. The Buyer shall have thirty (30) days after the close of the upset bid period to pay the remaining balance to the City of Concord. If more time is needed in order to close the properties, please contact the City of Concord with the projected time from needed.
5. The City of Concord will convey title to Build 4 Value (or as directed by the Buyer) by Quitclaim Deed and is being conveyed subject to any and all conditions, restrictions, covenants, existing public utilities, easements, public rights-of-way and any and all existing utilities, current zoning, easements, and ordinances of record, INCLUDING a 30 foot utility easement to the City of Concord. The property is conveyed, "AS IS, WHERE IS" and without warranties, implied or otherwise.
6. All payments are to be made and payable to the City of Concord.
7. If Buyer wishes to have the City record the deed, a separate payment in the amount of \$26 must be submitted and made payable to the Cabarrus County Register of Deeds, upon closing.

8. We strongly suggest a title search as all property is subject to any and all outstanding liens and assessments and sold AS IS, WHERE IS, BUYER BEWARE.

This, the 7th Day of April, 2021.

Buyer: Young Circle Cottages, LLC
A North Carolina limited liability corporation
By: Stephanie Reutter
Title: Managing Member

Seller:
CITY OF CONCORD,
A North Carolina municipal corporation

ATTEST:

By _____
Kim J. Deason, City Clerk

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

(Corporate Seal)

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

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

Jessica Jones, Finance Director



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto (“Agreement”), is by and between Concord Greenway Townhomes, LLC a(n) North Carolina limited liability company (“Buyer”), and City of Concord, a North Carolina government entity (“Seller”).
 (individual or State of formation and type of entity)
 (individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **“Property”:** (Address) 39 Woodsdale Place SE, Concord, NC 28025; Deed Book 14424, Page 0194
encompassing 0.81 acres of vacant land

If this box is checked, “Property” shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 56300839420000; Cabarrus County)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$33,000.00 (b) **“Purchase Price”** shall mean the sum of Thirty Three Thousand and No/100 Dollars,
payable on the following terms:

\$ 3,300.00 (i) **“Earnest Money”** shall mean Three Thousand Three Hundred and No/100 Dollars
 or terms as follows: _____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Chicago Title Insurance Company (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing or disbursed as agreed upon under the provisions of Section 10 herein.

Buyer Initials _____ Seller Initials _____

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) **Proceeds of a new loan** in the amount of _____ at least _____ for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed _____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ _____ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____%) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ _____ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, **time being of the essence**. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing

\$29,700.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of One Million Four Hundred Ninety Thousand and No/100 Dollars.

Buyer Initials _____ Seller Initials _____

- (c) **“Closing”** shall mean the date and time of recording of the deed. Closing shall occur on or before fifteen (15) days after the end of the Examination Period.
- (d) **“Contract Date”** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **“Examination Period”** shall mean the period beginning on the first day after the Contract Date and extending through 11:59pm (based upon time at the locale of the Property) ten (10) days thereafter.
- (f) **“Broker(s)”** Buyer and Seller are not represented by a broker.
- (g) **“Seller’s Notice Address”** shall be as follows:

City of Concord
 PO Box 308
 Concord, NC 28026

- (h) **“Buyer’s Notice Address”** shall be as follows:

Concord Greenway Townhomes, LLC
 Attn: Justin Mueller
 51 Union Street South, Suite 100
 Concord, NC 28025
 Phone: 704-578-5688
 Email: Justin@sdcgcarolinas.com

- √ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: _____.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: _____.
 Each party shall pay its own attorney’s fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. 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; and (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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller’s request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports,

Buyer Initials _____ Seller Initials _____

surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Exhibit B. Buyer must be able to obtain a firm commitment for this loan on or before the Closing Date, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Exhibit B by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such
Buyer Initials _____ Seller Initials _____

confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not -"Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach Buyer Initials _____ Seller Initials _____

of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in

Buyer Initials _____ Seller Initials _____

any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. 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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an “exterior insulating and finishing system” commonly known as “EIFS” or “synthetic stucco”. Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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.

BUYER:

SELLER:

Individual

Individual

Buyer Initials _____ Seller Initials _____

Date: _____

Date: _____

Date: _____

Date: _____

Business Entity

Concord Greenway Townhomes, LLC
(Name of Entity)

By: _____

Name: Justin Mueller

Title: Manager

Date: _____

Business Entity

City of Concord
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Chicago Title Insurance Company
(Name of Firm)

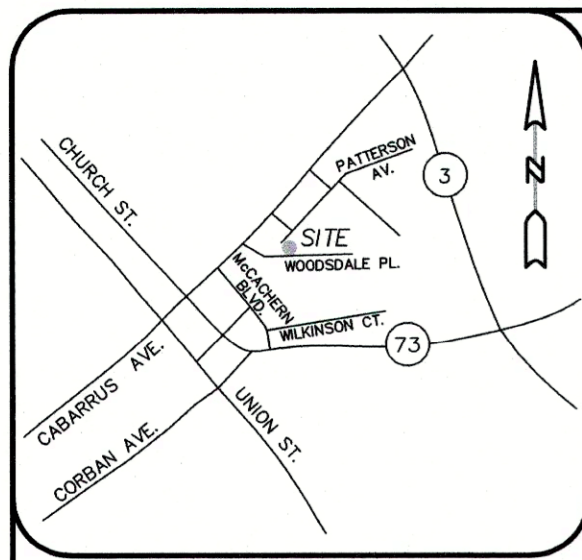
Date: _____

By: _____

EXHIBIT B

Additional Terms

1. Buyer shall construct the Patterson Avenue SE Extension to Woodsdale Place SE as shall be approved by Buyer's approved construction documents by the City of Concord.



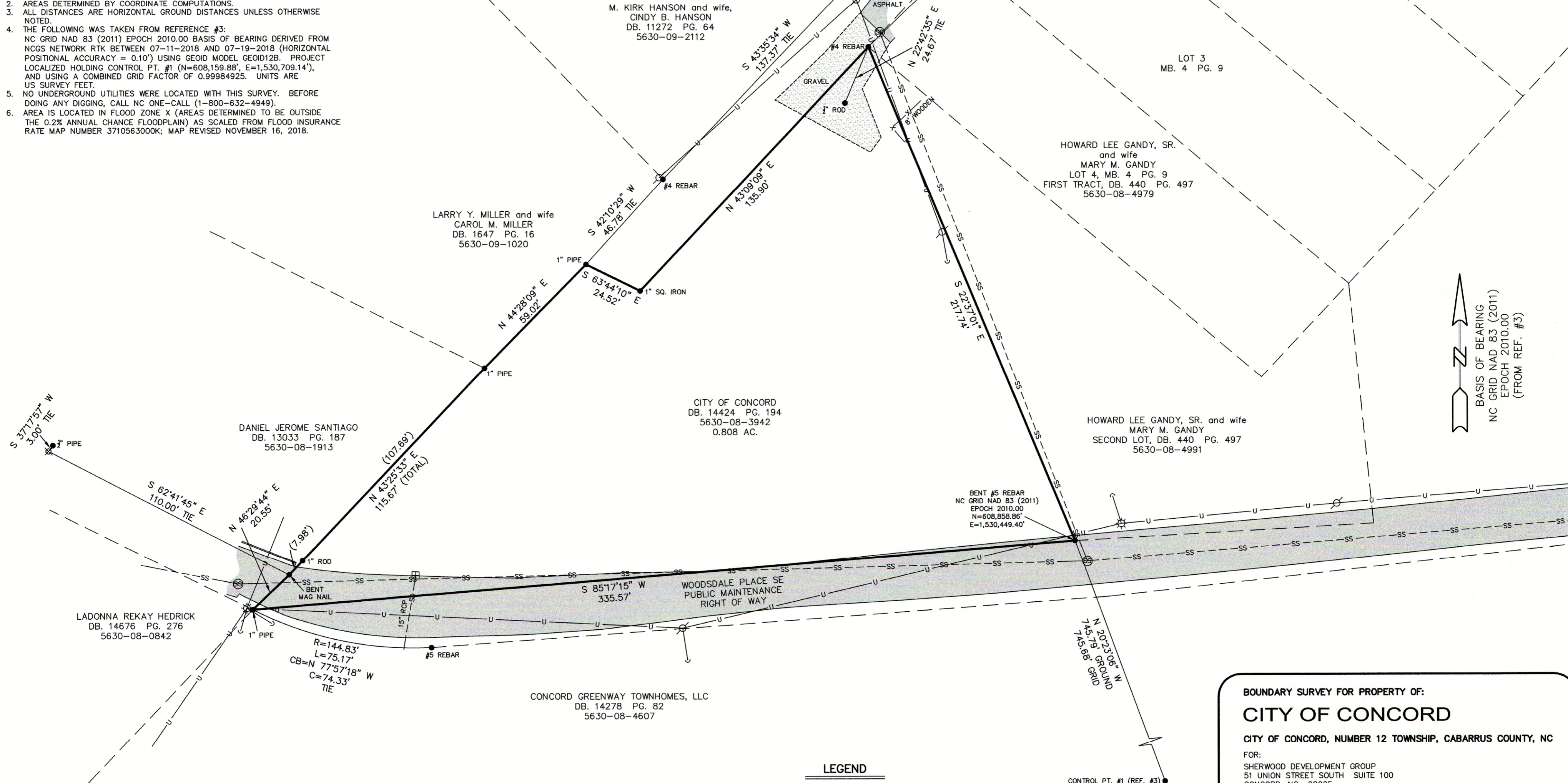
VICINITY MAP
NOT TO SCALE

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MAP TITLED "PLAT SHOWING PROPERTY OF L.H. SIDES AND C.S. SMART" BY REECE IRA LONG; DATED AUG. 24, 1929; MB. 4 PG. 9.
3. MAP TITLED "BOUNDARY AND TOPOGRAPHIC SURVEY FOR PROPERTY OF THE CITY OF CONCORD" BY CESI; DATED 08-17-2018; JOB NO.: 180272.000.

NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. THE FOLLOWING WAS TAKEN FROM REFERENCE #3:
NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING DERIVED FROM NCGS NETWORK RTK BETWEEN 07-11-2018 AND 07-19-2018 (HORIZONTAL POSITIONAL ACCURACY = 0.10') USING GEOID MODEL GEOID12B. PROJECT LOCALIZED HOLDING CONTROL PT. #1 (N=608,159.88', E=1,530,709.14'), AND USING A COMBINED GRID FACTOR OF 0.99984925. UNITS ARE US SURVEY FEET.
5. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
6. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 371056300K; MAP REVISED NOVEMBER 16, 2018.

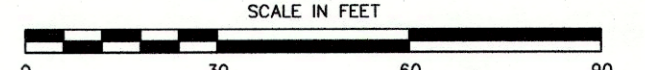


BASIS OF BEARING
NC GRID NAD 83 (2011)
EPOCH 2010.00
(FROM REF. #3)

BOUNDARY SURVEY FOR PROPERTY OF:
CITY OF CONCORD
CITY OF CONCORD, NUMBER 12 TOWNSHIP, CABARRUS COUNTY, NC
FOR:
SHERWOOD DEVELOPMENT GROUP
51 UNION STREET SOUTH SUITE 100
CONCORD, NC 28025

DATE: 01-05-2021
SCALE: 1" = 30'
JOB NO.: 200514.000
ACAD FILE: 200514-000.dwg

COMPUTED BY: RAP
DRAWN BY: RAP
CHECKED BY: DLH



CESI
Civil - Geotechnical - Surveying
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025 FAX (704) 786-7454
N.C. FIRM LICENSE NO. C-0263
© CESI 2021

LEGEND

- EXISTING CORNER AS DESCRIBED
- ⊗ NO POINT SET
- ⊕ SANITARY SEWER MANHOLE
- ⊞ DROP INLET
- GUY WIRE
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
- BOUNDARY AS SURVEYED
- TIE LINE
- BOUNDARY BY DEED OR PLAT
- SANITARY SEWER LINE
- OVERHEAD UTILITY LINE
- STORM DRAIN LINE
- FENCE

I, David L. Haywood, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed recorded in Deed Book 14424, Page 194); that the boundaries not surveyed are clearly indicated as drawn from information found in deeds as shown; that the ratio of precision as calculated is 1:18,100; and that this map meets the requirements of The Standards and Practices for Land Surveying in North Carolina (21 NCAC 56.1600).

Witness my original signature, license number and seal this the 5th day of January, 2021.

David L. Haywood, Jr., PLS
L-4822
1/5/21

RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER,
ADVERTISEMENT, AND UPSET BID

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell real property by upset bid after the receipt of an Offer to Purchase Property; and

WHEREAS, the City of Concord ("City") acquired the real property parcel located at 39 Woodsdale Place (PIN 5630-08-3942)5110) ("City Parcel") by Deed recorded in Deed Book 14424, at Page 0194; and

WHEREAS, Concord Greenway Townhomes, LLC desires to purchase the parcel owned by the City for the purpose of having fee simple ownership and to construct a connecting road is further described as follows:

Lying and being in Cabarrus County, City of Concord, Township Number, Twelve (12) and BEING a .81 Acres identified as PIN 5630-08-3942, Tax ID No. 12-025-0110.00; and

WHEREAS, on March 15, 2021, the City received an Offer to Purchase the Property from Concord Greenway Townhomes, LLC for thirty three thousand dollars and no cents (\$33,000.00); and

Whereas, Concord Greenway Townhomes, LLC pledges to construct a road connecting Patterson Avenue to Woodsdale Place at an estimated value of \$90,000; and

WHEREAS, the Buyer have deposited a 10% deposit of \$3,300.00 with the City Clerk; and

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

1. The City Council intends to accept the offer described above through the upset bid procedure outlined in North Carolina General Statute § 160A-269.
2. The Offeror shall submit three thousand three hundred dollars and zero cents (\$3,300) as a deposit to be held by the City Clerk; and
3. The City Clerk shall cause to be published a notice of the proposed sale of the Property, Lying and being in Cabarrus County, City of Concord, Township Number, Twelve (12) and BEING a 0.81 Acres identified as PIN 5630-08-3942, Tax ID No. 12-025-0110.00, the terms under which the sale is to be made, and the terms under which the offer may be upset.
4. Any persons wishing to upset the offer shall submit a sealed bid along with their offer and deposit to the office of the City Clerk within 10 days after the notice of the proposed sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. All bids, including the qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the total bid; the deposit may be made in cash, cashier's check, or certified check to the City Clerk. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received.
8. The final sale shall include the following terms:

- a. The City will convey 0.81 Acres identified as PIN 5630-08-3942, Tax ID No. 12-025-0110.00 to the Highest Bidder, as stated in the Agreement for Purchase and Sale of Real Property.
 - 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 June30, 2021.
9. The City reserves the right to withdraw the property from sale at any time, before the final high bid is accepted and reserves the right to reject, at any time, all bids.
10. The City Attorney is directed to take all necessary steps to complete the sale in the event no upset bids are received. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 0.81 Acres of real property identified as PIN 5630-08-3942, Tax ID No. 12-025-0010.00 in accordance with this resolution.

Adopted this _____ 13th _____ day of May 2021

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

 Kim J. Deason, City Clerk

RESOLUTION OF INTENT

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

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of a portion of an alley between Spring St. SW and Market St. SW

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

(1) A meeting will be held at 6:00 p.m. on the 10th day of June, 2021 at the City Hall Council Chambers to consider a resolution on the closure of a 2-foot wide portion of a public alley between Spring St. and Market St. as depicted on a survey entitled "Exhibit Plat: Partial Abandonment of the Public Alley Owned by The City of Concord crossing Deed Book 14774 Page 76" dated May 4, 2021, and as further described below:

PART OF THE PROPERTY OF:

THE CITY OF CONCORD

A 2' WIDE (STRIP) PORTION OF AN EXISTING 8' WIDE ALLEY CROSSING

TRACT 'B' OF MINOR SUBDIVISION PLAT OF THE CITY OF CONCORD PROPERTY (Map Book 67 Page 76)

(Deed Book 14774, Page 76) (PIN: 5620-87-7591) (Real ID: 12-031-0004.00)

Lying and being in the City of Concord, No. 12 Township, Cabarrus County, North Carolina, crossing TRACT 'B' OF MINOR SUBDIVISION PLAT OF THE CITY OF CONCORD PROPERTY (Map Book 67 Page 76) (PIN: 5620-87-7591) (Real ID: 12-031-0004.00) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

A 2' WIDE (STRIP) PORTION OF AN EXISTING 8' WIDE ALLEY

Commencing from an existing BENT IRON FOUND located on the east side Public Right of Way line of Spring Street, SW (a variable width Public Right of Way) (Map Book 67 Page 76) at the common corner of the property of the aforesaid TRACT 'B' and the property of CESI, LLC. (now or formerly) Deed Book 3680 Page 196 (PIN: 5620-87-9426; Real ID: 12-031-0008.00); said BENT IRON FOUND being further described as being the southwest corner of the existing 8' Wide Public Alley, a portion of which is being described herein and also having NC (NAD 83/2011) Grid Coordinates of N: 607,453.31', E: 1,528,809.27' and being located North 09°16'33" West 7,616.38 feet (ground) from NCGS Monument "PENNEY"; thence running a Tie Line of North 53°04'50" West 6.13 feet along the common line of the west side of the aforesaid Alley and the aforesaid TRACT 'B' to a MAGNETIC NAIL SET on said common line, said MAGNETIC NAIL SET being further described as being the POINT OF BEGINNING (P.O.B.) of the 2' Wide (Strip) Portion of the existing 8' Wide Public Alley being abandoned; thence leaving the Point of Beginning (P.O.B.) and continuing along said common line

1. North 53°04'50" West 2.04 feet to a COMPUTED POINT, said COMPUTED POINT being further described as being as the northwest corner of the aforesaid Alley; thence leaving the east side Public Right of Way line of Spring Street, SW and running along the northern line of said Alley
2. North 48°47'03" East 176.09 feet to a COMPUTED POINT on the common line of the west side Public Right of Way line of Market Street, SW (a variable width Public Right of Way) (Map Book 67 Page 76) and the aforesaid TRACT 'B', said COMPUTED POINT being further described as being as the northeast corner of the aforesaid Alley; thence running along the common line of the east side of said Alley and TRACT 'B'
3. South 40°09'38" East 2.00 feet to a MAGNETIC NAIL SET on said common line; thence leaving said common line and running a NEW LINE through said Alley
4. South 48°47'03" West 175.64 feet to the Point of Beginning and containing 352 square feet or 0.008 acres of land, more or less.

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

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

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

Adopted this 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk



Proposed location
(current view)



Proposed Mural Design
(car not included)



BID TABULATION
 OBSTRUCTION REMOVAL
 CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, April 8, 2021

					J.D. GOODRUM CO, INC. Cornelius, NC License # 19284		ENGINEERING ESTIMATE	
ITEM NO.	SPEC NO.	BASE BID DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-105	MOBILIZATION	1	LS	\$38,279.00	\$38,279.00	\$57,000.00	\$57,000.00
2	C-102	TEMPORARY SILT FENCE	10,000	LF	\$1.87	\$18,700.00	\$4.00	\$40,000.00
3	C-102	TEMPORARY ROCK OVERFLOW OUTLETS	40	EA	\$252.50	\$10,100.00	\$500.00	\$20,000.00
4	C-102	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$2,525.00	\$5,050.00	\$4,000.00	\$8,000.00
5	C-102	TEMPORARY SEEDING AND MULCHING	31	AC	\$1,616.00	\$50,096.00	\$1,000.00	\$31,000.00
6	P-151	CLEARING AND GRINDING	30	AC	\$6,464.00	\$193,920.00	\$15,000.00	\$450,000.00
7	P-151	CLEARING (WETLAND)	1	AC	\$9,090.00	\$9,090.00	\$25,000.00	\$25,000.00
8	T-901	SEEDING	31	AC	\$1,111.00	\$34,441.00	\$1,200.00	\$37,200.00
9	T-908	MULCHING	31	AC	\$909.00	\$28,179.00	\$1,000.00	\$31,000.00
TOTAL BASE BID AMOUNT						\$387,855.00		\$699,200.00

DBE AMOUNT \$52,600.00
 DBE % 13.56%

4-9-2021
 DATE


 TALBERT, BRIGHT & ELLINGTON, INC.

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 1905
NORTH APRON EXPANSION
APRIL 2021
PROJECT NO.: 2203-2101**

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 North Apron Expansion project at the Concord-Padgett Regional Airport in Concord, North Carolina. The intent of this project is to expand the north apron approximately 300' x 300'. The project will include a bituminous asphalt pavement, drainage, erosion control devices, perimeter security fence relocation, airfield taxiway lighting adjustments, and other items to complete the project. Pavement design will be dependent on the subsurface geotechnical investigation. 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 10 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 Modified Proctor Compaction (ASTM D-1557, 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 and will include recommendations for design CBR values.

Conditions which could impact the apron expansion will be included, along with recommendations for construction of new pavements.

Task 2 – Topographic Survey

The topographic survey will cover approximately 10 acres that include the proposed construction site of the north apron expansion area. 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.

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 **\$167,435.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$30,156.40**. The total value of this Work Authorization shall not exceed **\$197,591.40** 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.

Jessica Jones, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

NORTH APRON EXPANSION - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2101

April 1, 2021

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 16,536.00
DESIGN PHASE (04)	\$ 127,140.00
BIDDING PHASE (05)	\$ 17,708.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	\$ 161,384.00
EXPENSES	\$ 6,051.00
SUBTOTAL	\$ 6,051.00
SPECIAL SERVICES	
SUBCONSULTANTS	\$ 30,156.40
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ -
SUBTOTAL	\$ 30,156.40
TOTAL	\$ 197,591.40

H:\JOBS\2203 - Concord-Padgett Regional Airport\2101 - North Apron Expansion\Contract\2101 North Apron Expansion mhsum 4-1-21.xlsx\SUM

EXHIBIT 'A'

MANHOOR ESTIMATE

NORTH APRON EXPANSION - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2101

April 1, 2021

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	AD5 \$ 80	AD3 \$ 66
Preliminary project review w/Owner	8	8	0	0	2	0	2	0	2	2
Develop project scope/contract/revisions	1	8	4	0	0	0	2	1	2	0
Coordinate with subconsultants	0	4	0	4	4	0	2	0	0	2
Determine project approach	2	4	0	4	0	0	2	1	0	0
Develop preliminary estimate	1	2	0	2	0	2	2	2	0	0
Meetings with Airport (2)	4	8	0	0	0	0	2	0	1	1
MANHOOR TOTAL	16	34	4	10	6	2	12	4	5	5

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRs	EST. COST
Principal	PRIN	\$ 250	16	\$ 4,000
Project Manager	PM	\$ 205	34	\$ 6,970
Senior Planner	SP	\$ 151	4	\$ 604
Engineer V	E5	\$ 172	10	\$ 1,720
Engineer IV	E4	\$ 139	6	\$ 834
Engineer II	E2	\$ 105	2	\$ 210
Engineer I	E1	\$ 80	12	\$ 960
Technician V	T5	\$ 127	4	\$ 508
Admin. Assistant IV	AD5	\$ 80	5	\$ 400
Admin. Assistant III	AD3	\$ 66	5	\$ 330
		Total	98	
SUBTOTAL				\$ 16,536.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50
Postage	LS	\$ 100	1	\$ 100
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 250	1	\$ 250
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
SUBTOTAL				\$ 467.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Ground Surveying	LS	\$ 21,050.00	1	\$ 21,050.00
Geotechnical Investigation	LS	\$ 9,106.40	1	\$ 9,106.40
DBE Plan	LS		1	\$ -
SUBTOTAL				\$ 30,156.40

TOTAL PRELIMINARY COST: \$ 47,159.40

EXHIBIT 'A'

MANHOUR ESTIMATE

NORTH APRON EXPANSION - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2101

April 1, 2021

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 250	PM \$ 205	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	AD5 \$ 80	AD3 \$ 66
PLANS									
Cover Sheet	0	1	0	0	1	1	0	0	0
Quantities & General Notes	0	1	2	0	4	4	2	0	0
Construction Safety & Phasing Plan	1	4	2	0	4	8	2	0	0
Demolition Plans	0	2	4	6	8	4	12	0	0
Geometric Plans	1	4	6	8	12	8	16	0	0
Grading and Drainage Plans	4	8	16	32	24	20	60	0	0
Marking Plans	0	2	4	4	6	8	4	0	0
Marking Details	0	1	2	2	2	4	2	0	0
Fencing Plans	1	2	4	8	16	10	8	0	0
Fencing Details	0	1	2	4	8	4	4	0	0
Airfield Lighting Plans	4	8	16	24	20	12	20	0	0
Airfield Lighting Details	0	2	4	8	12	4	4	0	0
Miscellaneous Details	1	2	4	0	4	4	8	0	0
DESIGN									
Coordination Meetings w/Owner and FAA	8	8	4	0	0	0	2	0	2
Sequence of construction	2	4	4	6	2	0	0	0	0
CSPP Document	0	4	2	4	8	2	0	0	4
Pavement design	1	2	2	0	12	6	2	0	0
Grading design	2	4	12	8	6	0	24	0	0
Drainage design	2	4	6	8	12	6	4	0	0
Airfield lighting design	2	2	4	6	8	4	2	0	0
FAA 7460 filing	0	1	0	0	2	2	2	0	0
City submittals	0	2	4	0	4	2	0	0	2
Specifications	4	8	16	10	0	0	0	8	8
Quantities and construction estimate	0	2	4	6	8	4	4	0	0
Quality assurance	6	8	6	0	0	0	0	0	0
Revisions	0	2	4	2	6	8	8	0	2
MANHOUR TOTAL	39	89	134	146	189	125	190	8	18

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	39	\$ 9,750
Project Manager	PM	\$ 205	89	\$ 18,245
Engineer V	E5	\$ 172	134	\$ 23,048
Engineer IV	E4	\$ 139	146	\$ 20,294
Engineer II	E2	\$ 105	189	\$ 19,845
Engineer I	E1	\$ 80	125	\$ 10,000
Technician V	T5	\$ 127	190	\$ 24,130
Admin. Assistant IV	AD5	\$ 80	8	\$ 640
Admin. Assistant III	AD3	\$ 66	18	\$ 1,188
		Total	938	

SUBTOTAL \$ 127,140.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
SUBTOTAL				\$ 867.00

TOTAL DESIGN AIP ELIGIBLE COST: \$ 128,007.00

EXHIBIT 'A'

MANHOUR ESTIMATE

NORTH APRON EXPANSION - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2101

April 1, 2021

BIDDING PHASE (05)

DESCRIPTION	PRIN \$ 250	PM \$ 205	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	AD5 \$ 80	AD3 \$ 66
Coordinate advertisement	0	1	0	0	1	0	0	2	0
Distribute bid documents	0	1	0	0	2	2	0	2	2
Prebid meeting & prep	0	6	0	4	2	0	2	0	0
Bidder question & answers	2	4	6	10	8	2	0	2	4
Prepare addenda	2	6	12	10	8	2	4	4	4
Bid opening, tabulation	0	1	0	2	0	0	0	0	1
Review bids	0	2	2	0	0	0	0	0	0
Recommendation of award	0	1	0	0	1	0	0	0	1
MANHOUR TOTAL	4	22	20	26	22	6	6	10	12

DIRECT LABOR EXPENSES:

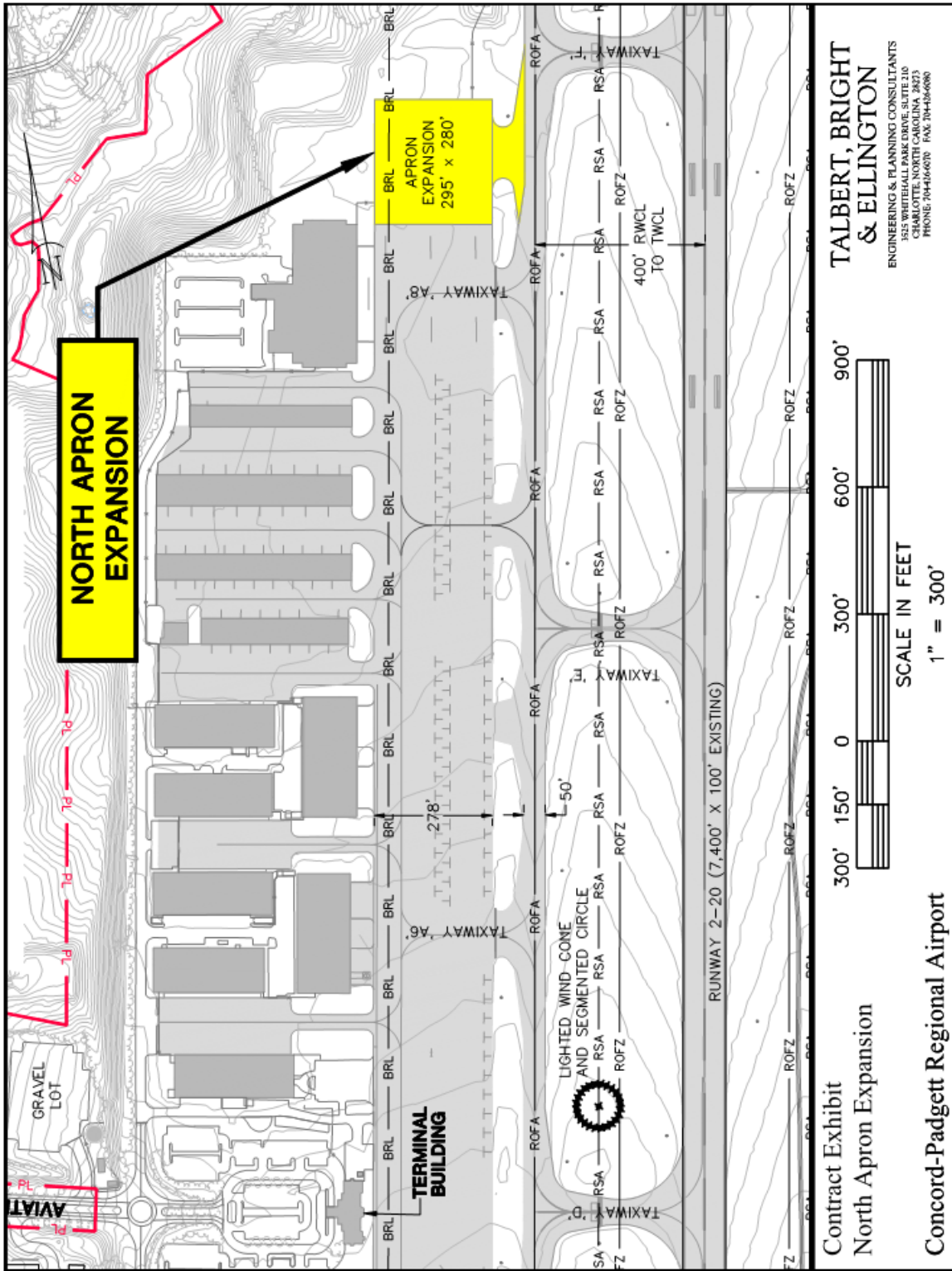
CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	4	\$ 1,000
Project Manager	PM	\$ 205	22	\$ 4,510
Engineer V	E5	\$ 172	20	\$ 3,440
Engineer IV	E4	\$ 139	26	\$ 3,614
Engineer II	E2	\$ 105	22	\$ 2,310
Engineer I	E1	\$ 80	6	\$ 480
Technician V	T5	\$ 127	6	\$ 762
Admin. Assistant IV	AD5	\$ 80	10	\$ 800
Admin. Assistant III	AD3	\$ 66	12	\$ 792
		Total	128	
SUBTOTAL				\$ 17,708.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 200	1	\$ 200.00
Copying	LS	\$ 1,200	1	\$ 1,200.00
Reproduction	LS	\$ 1,000	1	\$ 1,000.00
Advertisement	LS	\$ 1,800	1	\$ 1,800.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 250	1	\$ 250.00
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
EXPENSE DESCRIPTION				\$ 4,717.00

TOTAL BIDDING AIP ELIGIBLE COST: \$ 22,425.00

EXHIBIT 'A'



BID TABULATION
 AIR TRAFFIC CONTROL TOWER EQUIPMENT REPLACEMENT
 CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, April 15, 2021

					Wolen, LLC Linwood, NJ		ENGINEERING ESTIMATE	
ITEM NO.	BASE BID DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	
1	ATCT EQUIPMENT UPGRADE	1	LS	\$267,826.00	\$267,826.00	\$275,000.00	\$275,000.00	
TOTAL BASE BID AMOUNT								
					\$267,826.00		\$275,000.00	

ITEM NO.	ADDITIVE ALTERNATE BID DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
2	LONG TERM RADIO MAINTENANCE	1	LS	\$24,211.00	\$24,211.00	\$15,000.00	\$15,000.00
3	LONG TERM VOICE SWITCH EXTENDED WARRANTY AND MAINTENANCE	1	LS	\$10,988.00	\$10,988.00	\$10,000.00	\$10,000.00
4	VOICE SWITCH SPARES	1	LS	\$31,739.00	\$31,739.00	\$15,000.00	\$15,000.00
BASE BID CONSTRUCTION TOTAL WITH ADDITIVE ALTERNATE BID ITEMS:							
					\$334,764.00		\$315,000.00

TALBERT, BRIGHT & ELLINGTON, INC.

4/16/2021
 DATE



Southeastern Consulting Engineers, Inc.

April 19, 2021

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

Ref.: Delivery #4 and Substation Q Equipment Bids

Dear Alex:

The City received sealed proposals on April 14, 2021, from eighteen suppliers solicited for providing substation equipment that will be installed at the City’s new delivery station and Substation Q. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Delivery #4 Steel Structure

DIS-TRAN Packaged Substations Engineering, PLLC
4725 Highway 28 E
Pineville, LA 71360
Proposal # 101707SP
Delivery: 22-24 weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
46 kV Switching Structure	1	\$162,947.25	\$162,947.25
115 kV Switching Structure	1	\$443,429.27	\$443,429.27
115 – 13.2 kV Substation Structure	1	\$460,458.48	\$460,458.48
Total Sch. I			\$1,066,835.00

Schedule II & III – 48.3 kV & 121 kV Circuit Breakers

Siemens Energy, Inc.
444 Hwy 49 South
Richland, MS 39218
Bid No. 21076EM-T-1
Delivery: 20-24 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
48.3 kV Breakers	3	\$33,450.00	\$100,350.00
121 kV Main Breaker	1	\$48,900.00	\$48,900.00
121 kV Feeder Breakers	5	\$44,150.00	\$220,750.00
Total Sch. II & III			\$370,000.00

Schedule IV – 100 – 44 kV Power Transformer

SPX Transformer Solutions, Inc
 400 South Prairie Avenue
 Waukesha, WI 53186
 Quotation # 70010982
 Delivery 31-35 Weeks

Description	Quantity	Unit Price	Total Price
101.25-46.24 kV, 50.4/67.2/84 MVA	1	\$761,400.00	\$761,400.00
Offloading	1	\$12,513.00	\$12,513.00
On-site Commissioning	1	\$49,870.00	\$49,870.00
Total Sch. IV			\$823,783.00

Comments:

- *SPX was determined to be the lowest responsive bidder after the loss evaluation calculation.*
- *WESCO's proposal does not comply with the specified requirement that the transformer be manufactured in the Continental USA.*

Schedule V – 100 – 13.2 kV Power Transformers

Virginia Transformer Corporation
 220 Glade view Drive, NE
 Roanoke, VA 24012
 Order # G211102A
 Delivery 28-30 Weeks

Description	Quantity	Unit Price	Total Price
101.25-13.2 kV, 22.4/29.8/37.3 MVA	2	\$726,806.00	\$1,453,612.00
Offloading	2	\$18,000.00	\$36,000.00
Commissioning	2	Included	<u>Included</u>
Total Sch. V			\$1,489,612.00

Comments:

- *WESCO and MVA Inc.'s proposal does not comply with the specified requirement that the transformer be manufactured in the Continental USA.*

Schedule VI – 115 kV Circuit Switchers

S&C Electric Company
 C/O RW Chapman Company
 1338 Hundred Oaks Drive, Suite D
 Charlotte, NC 28217
 Quote# Q-32630-1
 Delivery 16-18 Weeks

Description	Quantity	Unit Price	Total Price
115 kV Circuit Switcher	2	\$55,753.00	\$111,506.00

Schedule VII – 15 kV Circuit Breakers

ABB, Inc.
 650 Century Point Suite 1050
 Lake Mary, FL 32746
 Order # QT-21-01917955.A
 Delivery 20 Weeks

Description	Quantity	Unit Price	Total Price
MB11230TTML4ABZC – 2000A	2	\$18,478.00	\$36,956.00
MB11120LLML4ABZC – 1250A	8	\$14,988.00	<u>\$119,904.00</u>
Total Sch. VII			\$156,860.00

Schedule VIII – Relay and Control Panels

Birmingham Control Systems
 3779 Pine Lane
 Bessemer, AL 35022
 Quote # Q21066
 Delivery 12-14 Weeks

Description	Quantity	Unit Price	Total Price
Delivery #4 100 kV Panels	2		\$58,987.00
Delivery #4 44 kV Panels	2		\$43,984.00
Substation Q Panels	4		<u>\$104,976.00</u>
Total Sch. VIII			\$207,947.00

Schedule IX – Equipment Houses

VFP, Inc.
 5410 Fallowater Lane
 Roanoke, VA 24018
 Quote # SECE-38
 Delivery 20 Weeks

Description	Quantity	Unit Price	Total Price
Control Houses	2	\$68,342.00	\$136,684.00
Freight	2	\$4,088.00	\$8,176.00
Offloading	2	\$5,831.00	<u>\$11,662.00</u>
Total Sch. IX			\$156,522.00

The total cost for the nine schedules is \$4,383,065.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

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

cc: Scott Chunn
Andrea Cline

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 1

BIDDERS	AMOUNT	DELIVERY
DisTran	\$1,066,835	22-24 Weeks
Substation Enterprises	\$1,083,324	18-20 Weeks
MP Henry	\$1,206,490	18-22 Weeks
Peak	\$1,227,775	22-24 Weeks
Wesco	\$1,245,482	19-20 Weeks

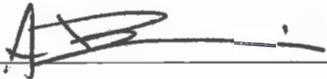
RECOMMENDATION: Dis Tran

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

ADDED OPTIONS: _____

PRICE: _____


FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 4/22/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:



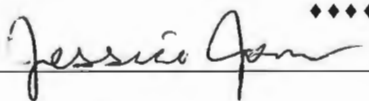
DATE: 4/22/2021

COMMENTS: _____

PURCHASING OFFICIAL: 

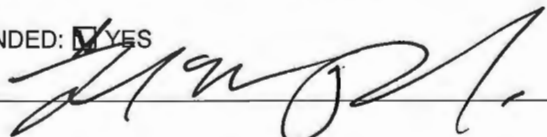
DATE: 4/22/21

COMMENTS: _____

FINANCE DIRECTOR: 

DATE: 4/22/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES
CITY MANAGER: 

DATE: _____
DATE: 4-22-21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 2

BIDDERS	AMOUNT	DELIVERY
NTS- Siemens	\$100,350	20-24 Weeks
Wesco	\$101,556	20-24 Weeks
ABB	\$122,796	18-20 Weeks
MVA Power	\$151,855	24-26 Weeks

RECOMMENDATION: NTS- Siemens

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

ADDED OPTIONS: _____

PRICE: _____


◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD:  DATE: 4/22/2021


COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:  DATE: 4/22/2021

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL:  DATE: 4/22/21

COMMENTS: _____

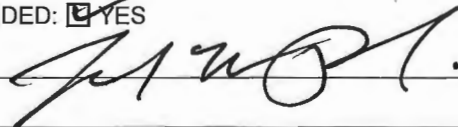
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FINANCE DIRECTOR:  DATE: 4/22/21

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER:  DATE: 4/22/21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 3

BIDDERS	AMOUNT	DELIVERY
NTS- Siemens	\$269,650	20-24 Weeks
ABB	\$304,415	18-20 Weeks
Wesco	\$391,610	20-24 Weeks
MVA Power	\$417,189	24-26 Weeks

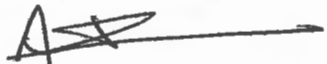
RECOMMENDATION: NTS- Siemens

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


ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD:  DATE: 4/22/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:  DATE: 4/22/2021


COMMENTS: _____

PURCHASING OFFICIAL:  DATE: 4/22/21

COMMENTS: _____

FINANCE DIRECTOR:  DATE: 4/22/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____
CITY MANAGER:  DATE: 4/22/21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 4

BIDDERS	AMOUNT	DELIVERY
Wesco	\$699,921	24-28 Weeks
VTC	\$805,088	28-30 Weeks
SPX	\$823,783	31-35 Weeks
WEG	\$831,957	42-44 Weeks
MVA Power	\$903,341	34-46 Weeks

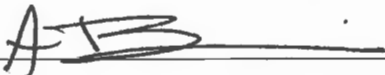
RECOMMENDATION: SPX- was determined to be the lowest responsive bidder with loss evaluation calculation factored in

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

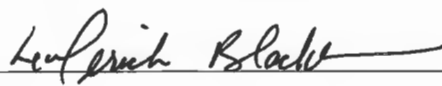
ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD:  DATE: 4/22/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:  DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL:  DATE: 4/22/21

COMMENTS: _____

FINANCE DIRECTOR:  DATE: 4/22/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER:  DATE: 4-22-21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 4

BIDDERS	AMOUNT	DELIVERY
ABB	\$929,950	40-42 Weeks

RECOMMENDATION: _____

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD:  DATE: 4/22/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:  DATE: 4/22/2021

COMMENTS: _____

PURCHASING OFFICIAL:  DATE: 4/22/21

COMMENTS: _____

FINANCE DIRECTOR:  DATE: 4/22/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____
CITY MANAGER:  DATE: 4-22-21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 5

BIDDERS	AMOUNT	DELIVERY
MVA Power	\$1,386,576	34-46 Weeks
Wesco	\$1,422,056	24-28 Weeks
VTC	\$1,489,612	28-30 Weeks
WEG	\$1,659,614	42-44 Weeks
Niagra Power	\$1,665,272	45 Weeks

RECOMMENDATION: VTC- is the lowest responsive bidder meeting all specifications

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

ADDED OPTIONS: _____

PRICE: _____

♦♦♦♦♦

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: *ATB*

DATE: 4/22/2021

COMMENTS: _____

♦♦♦♦♦

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

Heinrich Blackba

DATE: 4/22/2021

COMMENTS: _____

♦♦♦♦♦

PURCHASING OFFICIAL: *Rc*

DATE: 4/22/21

COMMENTS: _____

♦♦♦♦♦

FINANCE DIRECTOR: *Jessica*

DATE: 4/22/21

COMMENTS: _____

♦♦♦♦♦

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: *[Signature]*

DATE: 4-22-21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 5

BIDDERS	AMOUNT	DELIVERY
ABB	\$1,698,120	40-42 Weeks

RECOMMENDATION: _____

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

ADDED OPTIONS: _____

PRICE: _____


FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD:  DATE: 4/22/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:  DATE: 4/22/2021

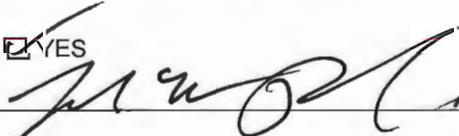
COMMENTS: _____

PURCHASING OFFICIAL:  DATE: 4/22/21

COMMENTS: _____

FINANCE DIRECTOR:  DATE: 4/22/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____
CITY MANAGER:  DATE: 4/22/21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 6

BIDDERS	AMOUNT	DELIVERY
S&C Electric Co C/O RW Chapman	\$111,506	16-18 Weeks
MVA Power	\$150,260	24-26 Weeks

RECOMMENDATION: S&C Electric Co C/O RW Chapman

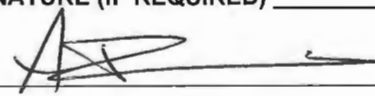
LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

♦♦♦♦♦

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 4/22/2021

COMMENTS: _____

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ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:



DATE: 4/22/2021

COMMENTS: _____

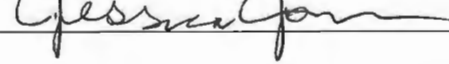
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PURCHASING OFFICIAL: 

DATE: 4/22/21

COMMENTS: _____

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FINANCE DIRECTOR: 

DATE: 4/22/21

COMMENTS: _____

♦♦♦♦♦

APPROVE AS RECOMMENDED: YES

DATE: _____
DATE: 4-22-21

CITY MANAGER: 

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 7

BIDDERS	AMOUNT	DELIVERY
ABB Inc	\$156,860	20 Weeks
NTS Siemens	\$165,520	19-21 Weeks
Myers	\$174,040	28 Weeks

RECOMMENDATION: ABB Inc

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

ADDED OPTIONS: _____

PRICE: _____

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FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 4/22/2021

COMMENTS: _____

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ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:



DATE: 4/22/2021

COMMENTS: _____

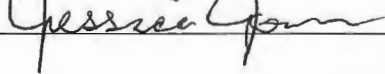
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PURCHASING OFFICIAL: 

DATE: 4/22/21

COMMENTS: _____

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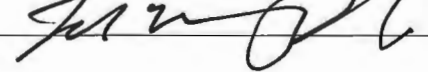
FINANCE DIRECTOR: 

DATE: 4/22/21

COMMENTS: _____

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APPROVE AS RECOMMENDED: YES

CITY MANAGER: 

DATE: _____

DATE: 4/22/21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 8

BIDDERS	AMOUNT	DELIVERY
Birmingham Controls	\$207,947	12-14 Weeks
Electrical Power Products	\$226,381	16 Weeks
SEL	\$269,270	14-16 Weeks

RECOMMENDATION: Birmingham Controls

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


ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD:  DATE: 4/22/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:  DATE: 4/22/2021

COMMENTS: _____

PURCHASING OFFICIAL:  DATE: 4/22/21

COMMENTS: _____

FINANCE DIRECTOR:  DATE: 4/22/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____
CITY MANAGER:  DATE: 4-22-21

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: April 14, 2021

FORMAL BID: Yes

BID DATE: April 14, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Delivery #4 and Substation Q
Schedule 9

BIDDERS	AMOUNT	DELIVERY
VFP Inc	\$156,522	16-18 Weeks
Modular Connections	\$178,918	18 Weeks
EP2	\$210,514	22 Weeks

RECOMMENDATION: VFP Inc

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 4/22/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:



DATE: 4/22/2021

COMMENTS: _____

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PURCHASING OFFICIAL:

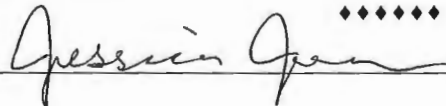


DATE: 4/22/21

COMMENTS: _____

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FINANCE DIRECTOR:

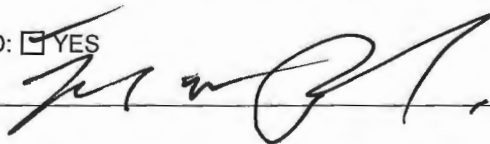


DATE: 4/22/21

COMMENTS: _____

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APPROVE AS RECOMMENDED: YES



DATE: _____

CITY MANAGER:

DATE: 4-22-21

COMMENTS: _____



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: Dis Tran

Project Number: 6949-5801152

Bid Amount: \$1,066,835

Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$1,066,835

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801152

Comments

Schedule I of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: NTS - Siemens

Project Number: 6949-5801152

Bid Amount: \$100,350

Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$100,350

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801152

Comments

Schedule 2 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: NTS - Siemens

Project Number: 6949-5801152

Bid Amount: \$269,650

Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$269,650

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801152

Comments

Schedule 3 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: SPX

Project Number: 6949-5801152

Bid Amount: \$823,783

Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$823,783

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801152

Comments

Schedule 4 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: VTC
Project Number: 6949-5801152
Bid Amount: \$1,489,612
Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None
City Funds Required: \$1,489,612
Other Financial Resources: None
In-Kind Services Required: None
Budget Code: 6949-5801152

Comments

Schedule 5 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: S&C Electric Co C/O RW Chapman

Project Number: 6949-5801152

Bid Amount: \$111,506

Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$111,506

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801152

Comments

Schedule 6 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: ABB Inc
Project Number: 6949-5801152
Bid Amount: \$156,860
Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None
City Funds Required: \$156,860
Other Financial Resources: None
In-Kind Services Required: None
Budget Code: 6949-5801152

Comments

Schedule 7 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: Birmingham Controls

Project Number: 6949-5801152

Bid Amount: \$207,947

Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$207,947

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801152

Comments

Schedule 8 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment



FINANCE ROUTING SHEET

Date: 4/22/2021

Department: Electric

Award Information

Awarded To: VFP Inc
Project Number: 6949-5801152
Bid Amount: \$156,522
Bid Number: 2481

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None
City Funds Required: \$156,522
Other Financial Resources: None
In-Kind Services Required: None
Budget Code: 6949-5801152

Comments

Schedule 9 of formal bid received 4-14-2021 for Delivery #4 and Substation Q Equipment

BID TABULATION
Delivery #4 and Substation Q
Equipment and Materials

City of Concord
Concord, North Carolina

Date: April 14, 2021
Time: 2:00 PM, EDST

<u>Bidder</u>		<u>Substation</u>	<u>Peak</u>	<u>Wesco</u>	<u>MD Henry</u>	<u>Distran</u>
Schedule I	<u>Qty.</u>	<u>Enterprises</u>	<u>Substations</u>			
46 KV Switching Structure	1	\$ 159,500.00	\$ 232,985.00	\$ 179,293.91	\$ 220,890.00	\$ 162,947.25
115 KV Switching Structure	1	\$ 439,324.00	\$ 362,055.00	\$ 507,538.06	\$ 480,540.00	\$ 443,429.27
115-13.2 KV Substation Struc.	1	\$ 484,500.00	\$ 632,735.00	\$ 558,650.91	\$ 505,060.00	\$ 460,458.48
Total, Schedule I		\$ <u>1,083,324.00</u>	\$ <u>1,227,775.00</u>	\$ <u>1,245,482.88</u>	\$ <u>1,206,490.00</u>	\$ <u>1,066,835.00</u>
Delivery		18-20 Weeks	22-24 Weeks	19-20 Weeks	18-22 Weeks	22-24 Weeks

<u>Bidder</u>		<u>ABB</u>	<u>MVA, Inc.</u>	<u>Wesco</u>	<u>National Transformer</u>	
Schedule II	<u>Qty.</u>				<u>Sales</u>	
48.3 KV Circuit Breakers	3	\$ 122,796.00	\$ 151,855.42	\$ 101,566.00	\$ 100,350.00	\$
Delivery		18-20 Weeks	24-26 Weeks	20-24 Weeks	20-24 Weeks	
Manufacturer		ABB	Siemens	GE	Siemens	

<u>Bidder</u>		<u>ABB</u>	<u>MVA, Inc.</u>	<u>Wesco</u>	<u>National Transformer</u>	
Schedule III	<u>Qty.</u>				<u>Sales</u>	
121 KV Main Breaker	1	\$ 54,400.00	\$ 69,531.50	\$ 49,894.00	\$ 48,900.00	\$
Feeder Breakers	5	\$ 250,015.00	\$ 347,657.50	\$ 240,160.00	\$ 220,750.00	\$
Total, Schedule III		\$ <u>304,415.00</u>	\$ <u>417,189.00</u>	\$ <u>290,054.00</u>	\$ <u>269,650.00</u>	\$
Delivery		18-20 Weeks	24-26 Weeks	20-24 Weeks	20-24 Weeks	
Manufacturer		ABB	Siemens	GE	Siemens	

BID TABULATION (Continued)

Delivery #4 and Substation Q

City of Concord

Concord, North Carolina

Date: April 14, 2021Time: 2:00 PM, EDST

Bidder		ABB	MVA, Inc.	Wesco	WEG	Virginia Transformer Corp.	SPX
Schedule IV	Qty.						
101.25-46.24 Pwr Transformer	1	\$ 846,850.00	\$ 781,341.40	\$ 630,527.00	\$ 780,997.00	\$ 787,088.00	\$ 761,400.00
Offloading	1	\$ 21,000.00	\$ 22,000.00	\$ 14,867.00	\$ 22,000.00	\$ 18,000.00	\$ 12,513.00
On Site Commissioning	1	\$ 62,100.00	\$ 100,000.00	\$ 54,527.00	\$ 28,960.00	\$ Included	\$ 49,870.00
Total, Schedule IV		\$ 929,950.00	\$ 903,341.40	\$ 699,921.00	\$ 831,957.00	\$ 805,088.00	\$ 823,783.00
Delivery		40-42 Weeks	34-36 Weeks	24-28 Weeks	42-44 Weeks	28-30 Weeks	31-35 Weeks
Loss Evaluation		\$ 1,303,345.00	\$ 1,327,341.40	\$ 1,104,921.00	\$ 1,293,467.00	\$ 1,206,858.00	\$ 1,188,883.00

Bidder		ABB	MVA, Inc.	Wesco	WEG	Niagra Transformer	VTC
Schedule V	Qty.						
101.25-13.2 KV, 22.4/29.87/37.33 MVA							
Power Transformer	2	\$ 1,607,640.00	\$ 1,182,576.20	\$ 1,290,528.00	\$ 1,575,244.00	\$ 1,555,272.00	\$ 1,453,612.00
Offloading	2	\$ 31,480.00	\$ 24,000.00	\$ 22,474.00	\$ 23,000.00	\$ 30,000.00	\$ 36,000.00
On Site Commissioning	2	\$ 59,000.00	\$ 180,000.00	\$ 109,054.00	\$ 61,370.00	\$ 80,000.00	\$ Included
Total, Schedule V		\$ 1,698,120.00	\$ 1,386,576.20	\$ 1,422,056.00	\$ 1,659,614.00	\$ 1,665,272.00	\$ 1,489,612.00
Delivery		40-42 Weeks	34-36 Weeks	24-28 Weeks	42-44 Weeks	45 Weeks	28-30 Weeks
Loss Evaluation		\$ 2,023,130.00	\$ 1,663,026.18	\$ 1,741,306.00	\$ 1,945,724.00	\$ 2,020,247.00	\$ 1,752,982.00

Bidder		RW Chapman	MVA, Inc.				
Schedule VI	Qty.						
115 KV Circuit Switchers	2	\$ 111,506.00	\$ 150,260.10	\$	\$	\$	\$
Delivery		16-18 Weeks	24-26 Weeks				
Manufacturer		S&C	Southern States				

BID TABULATION (Continued)

Delivery #4 and Substation Q
City of Concord
Concord, North Carolina

Date: April 14, 2021
Time: 2:00 PM, EDST

<u>Bidder</u>		<u>Myers Controlled Power</u>	<u>ABB</u>	<u>National Transformer Sales (Siemens)</u>	<u>_____</u>	<u>_____</u>
<u>Schedule VII</u>	<u>Qty.</u>					
Main Breakers (2000A)	2	\$ 38,968.00	\$ 36,956.00	\$ 38,744.00	\$ _____	\$ _____
Feeder Breakers (1200A)	8	\$ 135,072.00	\$ 119,904.00	\$ 126,776.00	\$ _____	\$ _____
Total, Schedule VII		<u>\$ 174,040.00</u>	<u>\$ 156,860.00</u>	<u>\$ 165,520.00</u>	<u>\$ _____</u>	<u>\$ _____</u>
Delivery		<u>28 Weeks</u>	<u>20 Weeks</u>	<u>19-21 Weeks</u>		

<u>Bidder</u>		<u>Birmingham Control Systems</u>	<u>SEL</u>	<u>EP²</u>	<u>_____</u>	<u>_____</u>
<u>Schedule VIII</u>	<u>Qty.</u>					
Relay and Control Panels:						
Delivery #4 - 100 KV	LS	\$ 58,987.00	\$ _____	\$ 66,349.00	\$ _____	\$ _____
Delivery #4 - 44 KV	LS	\$ 43,984.00	\$ _____	\$ 47,333.00	\$ _____	\$ _____
Substation Q	LS	\$ 104,976.00	\$ _____	\$ 112,699.00	\$ _____	\$ _____
Total, Schedule VIII		<u>\$ 207,947.00</u>	<u>\$ 269,270.00</u>	<u>\$ 226,381.00</u>	<u>\$ _____</u>	<u>\$ _____</u>
Delivery		<u>12-14 Weeks</u>	<u>14-16 Weeks</u>	<u>16 Weeks</u>		

<u>Bidder</u>		<u>Modular Connections</u>	<u>VFP, Inc.</u>	<u>EP²</u>	<u>_____</u>	<u>_____</u>
<u>Schedule IX</u>	<u>Qty.</u>					
Equipment Houses	2	\$ 154,868.00	\$ _____	\$ 183,808.00	\$ _____	\$ _____
Offloading	2	\$ 24,050.00	\$ _____	\$ 26,706.00	\$ _____	\$ _____
Total, Schedule IX		<u>\$ 178,918.00</u>	<u>\$ 156,522.00</u>	<u>\$ 210,514.00</u>	<u>\$ _____</u>	<u>\$ _____</u>
Delivery		<u>18 Weeks</u>	<u>16-18 Weeks</u>	<u>22 Weeks</u>		


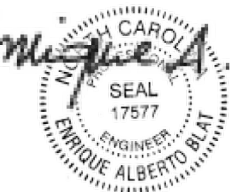
Bid Tabulation Sheet Summary - Duval St. Culvert Replacement - City of Concord Project No. 2014-009 Bid No. 2484
Bids Received April 29, 2021, 2:00 PM



CONTRACTOR: United of Carolinas, Inc	Litman Excavating, Inc.	RPM Partners, Inc.	Carolina Siteworks, Inc.	NJR Group
ADDRESS: 1008 N. Tryon St. Charlotte, NC 28206	124 Unionville Indian Trail Rd Indian Trail, NC 28079	1314 E. Mountain St., Kernersville, NC 27284	PO Box 280 China Grove, NC 28023	37938 US 52 HWY N New London, NC 28127

Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid														
Culvert Replacement														
1	800	Mobilization	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 23,500.00	\$ 23,500.00	\$ 37,724.00	\$ 37,724.00	\$ 13,666.00	\$ 13,666.00	\$ 25,000.00	\$ 25,000.00
2	801	Construction Surveying	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,390.00	\$ 11,390.00	\$ 6,000.00	\$ 6,000.00	\$ 12,500.00	\$ 12,500.00
3	SP-01	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 16,500.00	\$ 16,500.00	\$ 9,800.00	\$ 9,800.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
4	SP-02	Comprehensive Grading	1	LS	\$ 148,000.00	\$ 148,000.00	\$ 35,000.00	\$ 35,000.00	\$ 146,720.00	\$ 146,720.00	\$ 100,000.00	\$ 100,000.00	\$ 84,000.00	\$ 84,000.00
5	SP-03	Select Material	1000	TN	\$ 38.00	\$ 38,000.00	\$ 35.00	\$ 35,000.00	\$ 35.00	\$ 35,000.00	\$ 27.60	\$ 27,600.00	\$ 38.00	\$ 38,000.00
6	SP-04	Borrow Excavation	300	CY	\$ 25.00	\$ 7,500.00	\$ 24.00	\$ 7,200.00	\$ 27.00	\$ 8,100.00	\$ 27.90	\$ 8,370.00	\$ 35.00	\$ 10,500.00
7	225	Undercut Excavation	100	CY	\$ 70.00	\$ 7,000.00	\$ 28.00	\$ 2,800.00	\$ 24.00	\$ 2,400.00	\$ 25.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00
8	300	Foundation Conditioning Material, Minor Structures	500	TN	\$ 55.00	\$ 27,500.00	\$ 37.50	\$ 18,750.00	\$ 33.00	\$ 16,500.00	\$ 44.50	\$ 22,250.00	\$ 40.00	\$ 20,000.00
9	300	Foundation Conditioning Geotextile	850	SY	\$ 5.00	\$ 4,250.00	\$ 8.00	\$ 6,800.00	\$ 2.00	\$ 1,700.00	\$ 3.00	\$ 2,550.00	\$ 3.00	\$ 2,550.00
10	SP-06	10' X 7' Precast R.C. Culvert	86	LF	\$ 1,200.00	\$ 103,200.00	\$ 1,675.00	\$ 144,050.00	\$ 1,700.00	\$ 146,200.00	\$ 1,628.00	\$ 140,008.00	\$ 1,420.00	\$ 122,120.00
11	SP-07	Precast Modular Block Gravity Retaining Wall	750	SF	\$ 90.00	\$ 67,500.00	\$ 85.00	\$ 63,750.00	\$ 155.00	\$ 116,250.00	\$ 133.50	\$ 100,125.00	\$ 114.00	\$ 85,500.00
12	SP-08	Non-standard Toewall	16	CY	\$ 1,200.00	\$ 19,200.00	\$ 800.00	\$ 12,800.00	\$ 775.00	\$ 12,400.00	\$ 1,456.00	\$ 23,296.00	\$ 1,250.00	\$ 20,000.00
13	846	2'-6" Concrete Curb & Gutter	310	LF	\$ 22.00	\$ 6,820.00	\$ 40.00	\$ 12,400.00	\$ 33.00	\$ 10,230.00	\$ 29.80	\$ 9,238.00	\$ 25.00	\$ 7,750.00
14	848	6" Concrete Driveway	10	SY	\$ 110.00	\$ 1,100.00	\$ 90.00	\$ 900.00	\$ 93.00	\$ 930.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00
15	610	Surface Course S 9.5B	65	TN	\$ 165.00	\$ 10,725.00	\$ 175.00	\$ 11,375.00	\$ 160.00	\$ 10,400.00	\$ 117.00	\$ 7,605.00	\$ 100.00	\$ 6,500.00
16	610	Intermediate Course I 19.0C	60	TN	\$ 150.00	\$ 9,000.00	\$ 155.00	\$ 9,300.00	\$ 158.00	\$ 9,480.00	\$ 115.00	\$ 6,900.00	\$ 98.00	\$ 5,880.00
17	610	Base Course B 25.0C	200	TN	\$ 150.00	\$ 30,000.00	\$ 155.00	\$ 31,000.00	\$ 155.00	\$ 31,000.00	\$ 115.00	\$ 23,000.00	\$ 95.00	\$ 19,000.00
18	620	Asphalt Binder for Plant Mix	16	TN	\$ 700.00	\$ 11,200.00	\$ 160.00	\$ 2,560.00	\$ 590.00	\$ 9,440.00	\$ 600.00	\$ 9,600.00	\$ 535.00	\$ 8,560.00
19	520	Aggregate Base Course	100	TN	\$ 36.00	\$ 3,600.00	\$ 50.00	\$ 5,000.00	\$ 38.00	\$ 3,800.00	\$ 42.00	\$ 4,200.00	\$ 45.00	\$ 4,500.00
20	607	Milling Asphalt Pavement, 0" to 2.5" Depth	100	SY	\$ 20.00	\$ 2,000.00	\$ 150.00	\$ 15,000.00	\$ 51.00	\$ 5,100.00	\$ 8.00	\$ 800.00	\$ 18.00	\$ 1,800.00
21	SP-09	Pedestrian Safety Rail	65	LF	\$ 71.00	\$ 4,615.00	\$ 25.00	\$ 1,625.00	\$ 125.00	\$ 8,125.00	\$ 150.00	\$ 9,750.00	\$ 65.00	\$ 4,225.00
22	SP-10	Woven Wire Fence w/Steel Posts	135	LF	\$ 20.00	\$ 2,700.00	\$ 35.00	\$ 4,725.00	\$ 24.00	\$ 3,240.00	\$ 30.00	\$ 4,050.00	\$ 25.00	\$ 3,375.00
23	SP-10	Woven Wire Fence Double Gate w/Steel Posts	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 125.00	\$ 250.00	\$ 1,250.00	\$ 2,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00
24	305	15" RCP Storm Pipe (Class III)	90	LF	\$ 66.00	\$ 5,940.00	\$ 85.00	\$ 7,650.00	\$ 45.00	\$ 4,050.00	\$ 72.00	\$ 6,480.00	\$ 85.00	\$ 7,650.00
25	305	24" RCP Storm Pipe (Class III)	40	LF	\$ 82.50	\$ 3,300.00	\$ 95.00	\$ 3,800.00	\$ 68.00	\$ 2,720.00	\$ 90.00	\$ 3,600.00	\$ 95.00	\$ 3,800.00
26	WSACC	24" DIP for Storm (WSACC Sewer Specs)	17	LF	\$ 200.00	\$ 3,400.00	\$ 165.00	\$ 2,805.00	\$ 260.00	\$ 4,420.00	\$ 400.00	\$ 6,800.00	\$ 325.00	\$ 5,525.00
27	840	Masonry Drainage Structures, Std. 840.02	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00
28	840	Frame with Grate and Hood, Std 840.03 Type E	2	EA	\$ 605.00	\$ 1,210.00	\$ 550.00	\$ 1,100.00	\$ 600.00	\$ 1,200.00	\$ 700.00	\$ 1,400.00	\$ 850.00	\$ 1,700.00
29	840	Masonry Drainage Structures, Std. 840.31	3	EA	\$ 2,100.00	\$ 6,300.00	\$ 1,450.00	\$ 4,350.00	\$ 3,500.00	\$ 10,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00
30	840	Masonry Drainage Structures, Std. 840.31 - Additional Depth	5	LF	\$ 380.00	\$ 1,900.00	\$ 365.00	\$ 1,825.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 375.00	\$ 1,875.00
31	840	Frame with Cover, Std 840.54	3	EA	\$ 380.00	\$ 1,140.00	\$ 500.00	\$ 1,500.00	\$ 550.00	\$ 1,650.00	\$ 600.00	\$ 1,800.00	\$ 825.00	\$ 2,475.00
32	SP-11	Stream Pump Around Operation	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 56,300.00	\$ 56,300.00	\$ 13,333.00	\$ 13,333.00	\$ 20,000.00	\$ 20,000.00
33	SP-13	Coir Fiber Matting	220	SY	\$ 7.00	\$ 1,540.00	\$ 15.00	\$ 3,300.00	\$ 9.00	\$ 1,980.00	\$ 7.15	\$ 1,573.00	\$ 9.00	\$ 1,980.00
34	876	Rip Rap, Class 2	140	TN	\$ 65.00	\$ 9,100.00	\$ 50.00	\$ 7,000.00	\$ 101.00	\$ 14,140.00	\$ 76.00	\$ 10,640.00	\$ 72.00	\$ 10,080.00
35	876	Geotextile for Drainage	150	SY	\$ 7.00	\$ 1,050.00	\$ 8.50	\$ 1,275.00	\$ 2.00	\$ 300.00	\$ 3.00	\$ 450.00	\$ 5.00	\$ 750.00
36	SP-14	Storm Drain Inlet Protection	2	EA	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00
37	SP-15	8" Compost Filter Sock	300	LF	\$ 6.50	\$ 1,950.00	\$ 10.00	\$ 3,000.00	\$ 8.50	\$ 2,550.00	\$ 5.00	\$ 1,500.00	\$ 8.00	\$ 2,400.00
38	SP-16	Safety Fence	500	LF	\$ 4.00	\$ 2,000.00	\$ 1.50	\$ 750.00	\$ 3.00	\$ 1,500.00	\$ 2.00	\$ 1,000.00	\$ 3.00	\$ 1,500.00
39	1631	Matting for Erosion Control (Biodegradable Netting)	600	SY	\$ 5.00	\$ 3,000.00	\$ 10.00	\$ 6,000.00	\$ 5.00	\$ 3,000.00	\$ 3.00	\$ 1,800.00	\$ 5.00	\$ 3,000.00
40	1660	Seeding and Mulching	0.5	AC	\$ 2,500.00	\$ 1,250.00	\$ 3,550.00	\$ 1,775.00	\$ 5,000.00	\$ 2,500.00	\$ 4,000.00	\$ 2,000.00	\$ 3,000.00	\$ 1,500.00
Estimated Base Cost					\$598,590.00		\$546,015.00		\$754,489.00		\$596,634.00		\$582,795.00	
10% Contingency					\$59,859.00		\$54,601.50		\$75,448.90		\$59,663.40		\$58,279.50	
Total Estimated Cost					\$658,449.00		\$600,616.50		\$829,937.90		\$656,297.40		\$641,074.50	
Bid Security (5%)					Yes		Yes		Yes		Yes		Yes	
Addendum 1 Acknowledged					Yes		Yes		Yes		Yes		Yes	
Irregularities (see highlighted areas on form)					None.		None.		None.		None.		None.	

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

4-29-2021

CITY OF CONCORD
CERTIFIED BID TABULATION FORM
STREETS PRESERVATION CONTRACT STR21 Bid No. 2480

LOCATION: TRAFFIC MANAGEMENT CENTER, 880 WARREN C COLEMAN BLVD CONCORD, NC
TIME: 2:00 P.M. DATE: April 22, 2021

LOCATION: TRAFFIC MANAGEMENT CENTER, 880 WARREN C COLEMAN BLVD CONCORD, NC													
TIME: 2:00 P.M. DATE: April 22, 2021													
Contractor		Blythe Construction Inc.			Ferebee Corporation			J.T. Russell & Sons, Inc.		NJR Group		Sloan Construction	
N.C. License No.		7639			18306			2767		77426		987	
Address		PO Box 31635			PO Box 480066			PO Box 670		PO Box 924		18606 NorthLine Drive	
City, State Zip		Charlotte, NC 28231			Charlotte, NC 28269			Albermarle, NC 28002		Albermarle, NC 28002		Cornelius, NC 28031	
5% Bid Bond Included		Yes			Yes			Yes		Yes		Yes	
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Crack and Joint Sealing													
1.1	Seal Existing pavement cracks and joints	lbs	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Patching, Leveling, Asphalt Seal Coating													
2.1	Asphalt Full Depth Finished Patching - Place and compact Intermediate Course 3" 119.0B with 2" Surface Course S9.5 B Cap (areas to be determined)	Tons	10,000	\$130.00	\$1,300,000.00	\$95.00	\$950,000.00	\$122.00	\$1,220,000.00	\$114.00	\$1,140,000.00	\$120.00	\$1,200,000.00
2.2	Asphalt Full Depth Patching - Place and compact Intermediate Course 119.0B (no Surface Course Cap)	Tons	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID	-	NO BID
2.3	Asphalt Leveling - Place and compact Intermediate Course 119.0B	Tons	9,665	\$83.75	\$809,443.75	\$69.50	\$671,717.50	\$78.00	\$753,870.00	\$71.27	\$688,824.55	*	\$74.60 \$721,009.00
2.4	Asphalt Leveling - Place and compact Asphalt Open Graded Leveling Course (P78 or mix as approved by Director)	Tons	4,640	\$99.00	\$459,360.00	\$70.50	\$327,120.00	\$86.00	\$399,040.00	\$75.45	\$350,088.00	*	\$93.30 \$432,912.00
2.5	Place and compact suitable Sub-base material (Location to be determined)	Cu. Yd	50	\$170.00	\$8,500.00	\$50.00	\$2,500.00	\$100.00	\$5,000.00	\$85.00	\$4,250.00		\$130.00 \$6,500.00
2.6	Asphalt Seal Coat	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
					\$2,577,303.75	\$1,951,337.50	\$2,377,910.00	\$2,183,162.55	\$2,360,421.00	\$2,360,421.00	\$2,360,421.00	\$2,360,421.00	\$2,360,421.00
Milling													
3.1	Full Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	47,700	\$1.65	\$78,705.00	\$1.75	\$83,475.00	\$2.50	\$119,250.00	\$2.62	\$124,974.00	*	\$1.95 \$93,015.00
3.2	Edge Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	49,900	\$2.50	\$124,750.00	\$1.85	\$92,315.00	\$2.85	\$142,215.00	\$2.66	\$132,734.00	*	\$1.95 \$97,305.00
3.3	Incidental Milling 0" to 6"	Sq. Yd	400	\$11.00	\$4,400.00	\$8.00	\$3,200.00	\$14.00	\$5,600.00	\$10.00	\$4,000.00		\$12.90 \$5,160.00
					\$207,855.00	\$178,990.00	\$267,065.00	\$261,708.00	\$261,708.00	\$261,708.00	\$261,708.00	\$261,708.00	\$261,708.00
Reclamation													
4.1	Reclamation of existing roadway with concrete stabilization	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
4.2	Undercut and replace with approved suitable material for subgrade repairs	Tons	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Resurfacing													
5.1	Asphalt Resurfacing - Place and compact 1.25" of Surface Course S9.5B	Tons	10,245	\$80.75	\$827,283.75	\$77.50	\$793,987.50	\$81.00	\$829,845.00	\$76.67	\$785,484.15	*	\$86.20 \$883,119.00
5.2	Asphalt Resurfacing - Place and compact 1.5" of Surface Course S9.5B	Tons	5,910	\$79.25	\$468,367.50	\$77.50	\$458,025.00	\$80.50	\$475,755.00	\$76.45	\$451,819.50	*	\$86.20 \$509,442.00
					\$1,295,651.25	\$1,252,012.50	\$1,305,600.00	\$1,237,303.65	\$1,237,303.65	\$1,237,303.65	\$1,237,303.65	\$1,237,303.65	\$1,237,303.65
Concrete													
6.1	City of Concord Standard Valley Type Concrete Curb and Gutter (Incidental and as directed)	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
6.2	City of Concord Standard 2'-6" Concrete Curb and Gutter (Incidental and as directed)	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
6.3	Wheelchair Ramps (Incidental and as directed)	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
6.4	4" Thick Concrete Sidewalk	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Re-Striping, Remarking, And Replace Pavement Marker													
7.1	Thermoplastic Pavement Marking Lines 4" Double Yellow Solid	LF	8,375	\$2.10	\$17,587.50	\$1.68	\$14,070.00	\$2.10	\$17,587.50	\$2.22	\$18,592.50		\$1.98 \$16,582.50
7.2	Thermoplastic Pavement Marking Lines 4" Yellow Solid, Skip, and Mini Skip Line	LF	12,295	\$1.05	\$12,909.75	\$0.84	\$10,327.80	\$1.10	\$13,524.50	\$1.11	\$13,647.45		\$0.98 \$12,049.10
7.3	Thermoplastic Pavement Marking Lines 8" Yellow Gore Line	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.4	Thermoplastic Pavement Marking Lines 4" White Solid, Skip, and Mini Skip and Parking Stall Line	LF	20,760	\$1.05	\$21,798.00	\$0.84	\$17,438.40	\$1.00	\$20,760.00	\$1.11	\$23,043.60		\$0.96 \$19,929.60
7.5	Thermoplastic Pavement Marking Lines STOP Bar - 24"	LF	180	\$15.25	\$2,745.00	\$7.88	\$1,418.40	\$16.00	\$2,880.00	\$8.88	\$1,598.40		\$14.50 \$2,610.00
7.6	Thermoplastic Pavement Marking Lines Crosswalk - 8" White NCDOT Std.	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.7	Thermoplastic Pavement Marking Lines Crosswalk, Hi-Visibility - 24" White Bars NCDOT Std.	LF	177	\$12.10	\$2,141.70	\$7.88	\$1,394.76	\$12.00	\$2,124.00	\$8.88	\$1,571.76		\$11.50 \$2,035.50
7.8	Thermoplastic Pavement Marking Symbol Yield Lane Symbol	LF	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.9	Thermoplastic Pavement Marking Symbol Thur, Right-Turn or Left-Turn Arrow	Ea.	72	\$95.00	\$6,840.00	\$89.25	\$6,426.00	\$100.00	\$7,200.00	\$110.00	\$7,920.00	*	\$90.00 \$6,480.00
7.10	Thermoplastic Pavement Marking Symbol Combo Arrow - Thur-Rt. / Thru-Lf. / Thru Rt. & Lf.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.11	Thermoplastic Pavement Marking Symbol Characters 8'-4" NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.12	Thermoplastic Pavement Marking Symbol SCHOOL 10' w/ 24" Band NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.13	Thermoplastic Marking Symbol Railroad - RXX NCDOT	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.14	Thermoplastic Pavement Marking Symbol Bicycle Shared Lane NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.15	Thermoplastic Pavement Marking Symbol Bicycle Detector NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.16	Thermoplastic Pavement Marking Symbol Handicap Symbol NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.17	Permanent Raised Pavement Marker Yellow / Yellow	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.18	Permanent Raised Pavement Marker Crystal / Red	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.19	Permanent Raised Pavement Marker Blue / Blue at Fire Hydrant Locations	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.20	Permanent Raised Pavement Marker Crystal / Crystal	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
7.21	(Match Existing) - "Fire Lane" Red Box with White Lettering	Ea.	0	-	NO BID	-	NO BID	-	NO BID	-	NO BID		NO BID
					\$64,021.95	\$51,075.36	\$64,076.00	\$66,373.71	\$66,373.71	\$66,373.71	\$66,373.71	\$66,373.71	\$66,373.71
Alt. Signal Detection Loops													
A7.1	Install Various Size Traffic Signal Embedded Roadway Loops (Includes Saw Cut, Loop Wire, & Sealant)	LF	5,000	\$12.00	\$60,000.00	\$9.45	\$47,250.00	\$10.00	\$50,000.00	\$9.38	\$46,900.00		\$9.00 \$45,000.00
					\$60,000.00	\$47,250.00	\$50,000.00	\$46,900.00	\$46,900.00	\$46,900.00	\$46,900.00	\$46,900.00	\$46,900.00
BASE BID SECTIONS SUBTOTAL													
					\$4,144,831.95	\$3,433,415.36	\$4,014,651.00	\$3,748,547.91	\$4,014,651.00	\$3,748,547.91	\$4,014,651.00	\$3,748,547.91	\$4,014,651.00
+ 10% CONTINGENCY					\$414,483.20	\$343,341.54	\$401,465.10	\$374,854.79	\$401,465.10	\$374,854.79	\$401,465.10	\$374,854.79	\$401,465.10
TOTAL BASE BID					\$4,559,315.15	\$3,776,756.90	\$4,416,116.10	\$4,123,402.70	\$4,416,116.10	\$4,123,402.70	\$4,416,116.10	\$4,123,402.70	\$4,416,116.10
ALTERNATE BID 2					\$60,000.00	\$47,250.00	\$50,000.00	\$46,900.00	\$50,000.00	\$46,900.00	\$50,000.00	\$46,900.00	\$50,000.00
TOTAL BID					\$4,619,315.15	\$3,824,006.90	\$4,466,116.10	\$4,170,302.70	\$4,466,116.10	\$4,170,302.70	\$4,466,116.10	\$4,170,302.70	\$4,466,116.10

* Corrected Values

This is to certify that bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on April 22, 2021, in the conference room at the Traffic Management Center located at 880 Warren C Coleman Blvd, Concord, North Carolina.

This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.
(amounts rounded up to nearest \$0.01)

signed: *Phillip Graham, PE*
Phillip Graham, P.E., Transportation Director

STREET	FROM	TO
COPPERFIELD	LAKE CONCORD RD	NEW PAVEMENT FRC
SHADY ST	LAKE CONCORD RD	ARDSLEY AVE
UNION ST S	TULIP AVE	DONNA DALE AVE
UNION ST S	DONNA DALE AVE	BRANCHVIEW DR
FOX RUN CIR	OLD FARM ROAD	CUL-DE-SAC
FOX RUN CIR	OLD FARM ROAD	CUL-DE-SAC
MEADOWLARK CIR	MEADOWLARK LN	CUL-DE-SAC
MEADOWLARK LANE	OLD FARM RD	CUL-DE-SAC
DEAL ST	OLD SALISBURY CONC	CORBAN AVE
ABINGTON CT	BAINBRIDGE DR	CUL-DE-SAC
ABINGTON DR	BURRAGE ROAD	END OF STREET
BAINBRIDGE DR	CUL-DE-SAC	END OF STREET
COTTINGHAM PL	ABINGTON DR	CUL-DE-SAC
GOODMAN CIR	CONCORD PKWY	FORESTDALE ST
GOODMAN CIR	FORESTDALE ST	END OF STREET
MIDPINES DR	GOODMAN CIR	GOODMAN CIR
FORESTDALE ST	GOODMAN CIR	GOODMAN CIR
EDGEWATER DR	EVA DR	CUL-DE-SAC
DEEP COVE	END OF STREET	CUL-DE-SAC
FAIR OAKS PL	EDGEWATER DR	CUL-DE-SAC
SHADOWRIDGE PL	EDGEWATER DR	CUL-DE-SAC
STILL OAKS CT	EDGEWATER DR	CUL-DE-SAC
TEAL CT	EDGEWATER DR	CUL-DE-SAC
WOOD DUCK CT	EDGEWATER DR	CUL-DE-SAC
FIELDCREST CIR	PRIMROSE LN	PRIMROSE LN
PRIMROSE LN NW	ROCK HILL CHURCH RC	FIELDCREST CIR
QUEEN ANNE AVE NW	ROCK HILL CHURCH RC	PATRICIA AVE
PATRICIA DR	PRIMROSE LN	PATRICIA AVE
RIVERGLEN DR	CLOVER RD	CLOVER RD
RIVERWALK DR	DEEP COVE DR	CLOVER RD
PEBBLE STONE CT	ISLAND POINT DR	CUL-DE-SAC
PIER POINTE CT	ISLAND POINT DR	CUL-DE-SAC
PADDLE PL	RIVERGLEN DR	CUL-DE-SAC
ISLAND POINT DR	RIVERGLEN DR	CUL-DE-SAC
FISHERMANS DR	RIVERGLEN DR	RIVERGLEN DR
ALDRIDGE PL	BENTRIDGE DR	CUL-DE-SAC
ASHERTON PL	BENTON CHASE ST	CUL-DE-SAC
ASHERTON PL	BENTON CHASE ST	WEST CUL-DE-SAC
HATHWYCK CT	BENTRIDGE DR	CUL-DE-SAC
BENTRIDGE DR	PITTS SCHOOL RD	ASHERTON PL
BROOKNELL CT	ASHERTON PL	CUL-DE-SAC
COMPTON CT	ASHERTON PL	CUL-DE-SAC
LIBERTY DR SW	HAWTHRONE ST	MEADOWVIEW AVE
HAWTHORNE ST SW	CABARRUS AVE	LIBERTY DR
HAWTHORNE ST SW	LIBERTY DR	MEADOWVIEW AVE
MEADOWVIEW AVE ST	OLD CHARLOTTE	END OF STREET
GOODSON PL SW	LIBERTY DR	END OF STREET
POWDER ST SW	CORBAN AVE SW	SYCAMORE AVE
ROBINS ST	CORBAN AVE SW	YOUNG AVE SW
ROBBINS ST	YOUNG AVE SW	MELROSE DR

ORD. #

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th 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	Appropriated Fund Balance- Powell Bill	\$9,920,634	\$11,002,302	\$1,081,668
Total				\$1,081,668

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4511-5241000	Powell Bill-Resurfacing	\$4,881,162	\$5,962,830	\$1,081,668
Total				\$1,081,668

Reason: To transfer Powell Bill reserves for the resurfacing contract.

Adopted this 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



ENGINEERS

SURVEYORS

PLANNERS

April 9, 2021

012220003

Rusty Campbell
Deputy Director of Water Resources
City of Concord
635 Alfred Brown Jr Court SW
Concord, NC 28025

RE: Bid Tabulation and Recommendation
Coddle Creek Raw Water Supply Improvements – City of Concord

Mr. Campbell:

On April 1st, 2021, five (5) bids were received for the referenced project. Hall Contracting Corporation of Charlotte, NC submitted the apparent low bid for the project. McKim & Creed has completed a detailed analysis of each bid submitted, and a Bid Tabulation of each bid received is attached.

A review of submitted qualifications shows Hall Contracting Corporation to be qualified to perform the project. We therefore recommend that the City of Concord award the construction contract for the Coddle Creek Raw Water Supply Improvements – City of Concord Project to Hall Contracting Corporation in the amount of \$3,640,747.00.

We appreciate this opportunity to serve the City and look forward to the construction of this project. Please contact me (704-771-9934) with any questions or concerns.

Respectfully submitted,

McKIM & CREED, Inc.

Chris Rosenboom, PE
Regional Manager

8020 Tower Point Drive

Charlotte, NC 28227

Attachments

704.841.2588

Fax 704.841.2567

www.mckimcreed.com

CODDLE CREEK RAW WATER SUPPLY IMPROVEMENTS Bid Schedule City of Concord Bid No. 2466 Bid Opening: April 1, 2021 at 2:00 PM EST				Buckeye Bridge, LLC Canton, NC		Cleary Construction Tompkinsville, KY		Fuller & Co. Construction, LLC Bessmer City, NC		Hall Contracting Charlotte, NC		State Utility Contractors, Inc. Mohroe, NC	
No.	Description	Quantity	Units	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1A	36-INCH CLASS 250 DUCTILE IRON RAW WATER MAIN, ALL DEPTHS (DIRECTIONAL DRILL BID ALTERNATE)	1721	LF	\$ 477.00	\$ 820,917.00	NA	NA	NA	NA	NA	NA	NA	NA
1B	36-INCH CLASS 250 DUCTILE IRON RAW WATER MAIN, ALL DEPTHS (JACK & BORE BID ALTERNATE)	2211	LF	NA	NA	\$ 515.00	\$ 1,138,665.00	\$ 598.65	\$ 1,323,615.15	\$ 370.00	\$ 818,070.00	\$ 465.00	\$ 1,028,115.00
2	36-INCH BUTTERFLY VALVE WITH BOX	7	EA	\$ 22,599.00	\$ 158,193.00	\$ 70,000.00	\$ 490,000.00	\$ 28,011.89	\$ 196,083.23	\$ 20,300.00	\$ 142,100.00	\$ 19,000.00	\$ 133,000.00
3	5-FOOT DIAMETER MANHOLE AND 4-INCH COMBINATION AIR/VAC VALVE ASSEMBY	2	EA	\$ 12,806.00	\$ 25,612.00	\$ 17,000.00	\$ 34,000.00	\$ 25,401.85	\$ 50,803.70	\$ 11,000.00	\$ 22,000.00	\$ 17,000.00	\$ 34,000.00
4	6" BLOW OFF ASSEMBLY	4	EA	\$ 12,804.00	\$ 51,216.00	\$ 9,000.00	\$ 36,000.00	\$ 21,468.94	\$ 85,875.76	\$ 10,500.00	\$ 42,000.00	\$ 10,000.00	\$ 40,000.00
5A	SPILLWAY CROSSING 36-INCH FPVC BY DIRECTIONAL DRILL (BID ALTERNATE)	1	LS	\$ 1,838,054.00	\$ 1,838,054.00	NA	NA	NA	NA	NA	NA	NA	NA
5B	SPILLWAY CROSSING 36-INCH DIP IN 48-INCH SCP (t=0.5) TUNNEL / JACK & BORE (BID ALTERNATE)	1	LS	NA	NA	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,084,396.21	\$ 1,084,396.21	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,435,000.00	\$ 1,435,000.00
6	NC 73 CROSSING 36-INCH DIP IN 48-INCH SCP (t=0.5) JACK & BORE	1	LS	\$ 137,346.00	\$ 137,346.00	\$ 335,000.00	\$ 335,000.00	\$ 181,503.41	\$ 181,503.41	\$ 295,200.00	\$ 295,200.00	\$ 285,000.00	\$ 285,000.00
7	VENTURI METER ASSEMBLY	1	LS	\$ 220,447.00	\$ 220,447.00	\$ 200,000.00	\$ 200,000.00	\$ 409,031.00	\$ 409,031.00	\$ 206,000.00	\$ 206,000.00	\$ 385,000.00	\$ 385,000.00
8	ELECTRIC INSTALL	1	LS	\$ 41,882.00	\$ 41,882.00	\$ 135,000.00	\$ 135,000.00	\$ 84,690.32	\$ 84,690.32	\$ 39,000.00	\$ 39,000.00	\$ 45,000.00	\$ 45,000.00
9	36" RAW WATER MAIN TEE INTERCONNECTION (STA. 0+00)	1	LS	\$ 48,995.00	\$ 48,995.00	\$ 15,000.00	\$ 15,000.00	\$ 73,431.03	\$ 73,431.03	\$ 43,000.00	\$ 43,000.00	\$ 56,000.00	\$ 56,000.00
10	36" RAW WATER MAIN TEE INTERCONNECTION (STA. 24+90)	1	LS	\$ 49,292.00	\$ 49,292.00	\$ 15,000.00	\$ 15,000.00	\$ 73,431.03	\$ 73,431.03	\$ 43,000.00	\$ 43,000.00	\$ 56,000.00	\$ 56,000.00
11	36" RAW WATER MAIN TEE INTERCONNECTION (BYPASS LINE)	1	LS	\$ 49,292.00	\$ 49,292.00	\$ 15,000.00	\$ 15,000.00	\$ 73,431.03	\$ 73,431.03	\$ 43,000.00	\$ 43,000.00	\$ 56,000.00	\$ 56,000.00
12	POTASSIUM PERMANGANATE FEED SYSTEM	1	LS	\$ 64,547.00	\$ 64,547.00	\$ 60,000.00	\$ 60,000.00	\$ 118,748.12	\$ 118,748.12	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
13	REMOVE AND REPLACE ASPHALT DRIVE	120	SY	\$ 57.00	\$ 6,840.00	\$ 65.00	\$ 7,800.00	\$ 195.78	\$ 23,493.60	\$ 220.00	\$ 26,400.00	\$ 85.00	\$ 10,200.00
14	MOBILIZATION	1	LS	\$ 83,156.00	\$ 83,156.00	\$ 185,000.00	\$ 185,000.00	\$ 142,629.62	\$ 142,629.62	\$ 165,000.00	\$ 165,000.00	\$ 180,000.00	\$ 180,000.00
Estimated Base Cost				\$ 3,595,789.00		\$ 3,766,465.00		\$ 3,921,163.21		\$ 3,309,770.00		\$ 3,793,315.00	
10% Contingency				\$ 359,578.90		\$ 376,646.50		\$ 392,116.32		\$ 330,977.00		\$ 379,331.50	
Total Estimated Cost				\$ 3,955,367.90		\$ 4,143,111.50		\$ 4,313,279.53		\$ 3,640,747.00		\$ 4,172,646.50	

I hereby certify that the above tabulation is a correct tabulation of the bids received on April 1st, 2021.

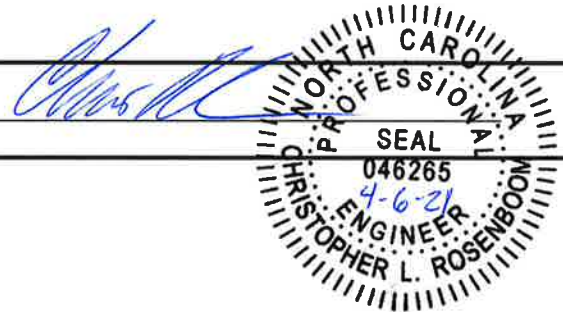


EXHIBIT A

SCOPE OF SERVICES - PRETREATMENT SYSTEM

PART 1.0 PROJECT DESCRIPTION

The City of Concord (City) operates the Hillgrove Water Treatment Plant (HGWTP), which requires upgrades and process enhancements to continue producing high quality water that meets regulatory requirements. The City has asked HDR Engineering, Inc. of the Carolinas (Consultant) to develop design packages for the construction of a new granular activated carbon (GAC) contactor building, installation of plate settlers, new flocculator drives, a new rapid mixer, and modifications and upgrades to plant systems including the sedimentation basin influent and effluent valves. This project will also include a GAC pump station to transfer water to the new GAC facility, a structural analysis of and repair work on the sedimentation basins, and associated piping and electrical modifications. This scope of services covers work associated with the pretreatment system design as described in Task 2.

PART 2.0 DETAILED SCOPE OF SERVICES

The following Scope of Services provides a detailed description of the services to be performed by Consultant. General assumptions include the following:

- All workshops will be held at the HGWTP or other City facility unless COVID19 protocols require virtual participation. Progress meetings will be held by conference call. Meeting notes will be provided in an electronic format.
- Deliverables will be transmitted in electronic format and as hard copies (two full-sized sets and 4 half-size sets) and comments from the City will be received in a compiled document.
- City to pay for all permitting and agency review fees.
- City review will take no longer than two weeks per document.
- During design, work elements associated with the pretreatment design will be incorporated into the GAC system review set for the City to review as a complete package. The bid documents for the pretreatment system, including drawings and technical specifications, will also be incorporated into the GAC system bid package for a single bid package. Work associated with preparing common work elements, such as front end bid documents, common technical specifications, and site plans, will be developed under the GAC system scope of services. The City will provide contract agreement forms, general conditions, supplementary conditions, advertisement to bid, and instructions to bidders. Consultant will provide technical specifications, including Division 01 General Requirements.

Task 1 – Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

Consultant Services:

- Project initiation, development of a schedule, and project documentation and filing
- Overall project quality assurance and quality control (QA/QC)

Assumptions:

- Design and bid phase services are assumed to be 14 months
- Monthly progress meeting will be held during months when design workshops are not scheduled. Monthly progress meetings are assumed to last one hour and will be attended by Consultant's project manager and the design manager. Up to nine progress meetings are anticipated.
- Individual QC reviews are budgeted for under the design task.
- Most project management activities, such as invoices and progress meetings, will be handled under the GAC scope of services.

Deliverables:

- Monthly progress reports and invoices including project schedule and budget updates.

Task 2 – Design and Permitting

Objective:

The purpose of this task is to complete the design and permitting of the proposed work. This comprises site investigations including a structural investigation; preparation of preliminary engineering (30-percent) documents including a basis of design report (BODR) and 30-percent drawings; prepare 60-percent, 90-percent, and 99-percent (Issued for Permitting) sets of drawings and specifications; coordinate with permitting agencies and apply for and obtain permits required prior to construction; and prepare Issued for Bid drawings and specifications.

Design components are anticipated to include:

- Modifications to the pretreatment process:
 - Addition of static mixer to raw water chemical injection vault
 - Addition of variable frequency drives to the existing flocculators
 - Addition of electric actuators to basin influent and effluent valves
 - Evaluation of sedimentation basin condition (basin walls, handrails) and design of recommended repairs
 - Replacement of existing tube settlers with plate settlers
 - Reroute of service water lines

Consultant Services:

- Conduct the project kick-off meeting to review project logistics and management activities, and confirm project goals
- Gather information on the existing site conditions
 - Conduct limited structural investigation of the sedimentation basins

- Perform LiDAR analysis to prepare a model of the sedimentation basins, flocculators, and valves for use in design drawing development.
- Prepare preliminary engineering documents (30-percent)
 - Prepare a basis of design report to document preliminary design activities.
 - Prepare the following draft preliminary design documents:
 - Major equipment list
 - Process flow diagram
 - Design criteria table
 - Facility hydraulic profile
 - Site layouts
 - Yard piping layouts
 - Building layouts/general arrangements
 - Piping and instrumentation diagrams
 - Water and sewer piping alignments
 - Electrical one-line diagrams
 - Control diagram
 - Specification table of contents
 - Identify and prepare a list of required permits and participate in a pre-application review with the City's planning and building departments.
 - Prepare preliminary cost estimate.
 - Conduct a preliminary engineering review workshop with the City and receive comments from the City.
- Prepare 60-percent design documents. Conduct a 60-percent review workshop with the City and receive comments from the City.
- Prepare 90-percent design documents. Conduct a 90-percent review workshop with the City and receive comments from the City.
- Coordinate with City and state permitting agencies to facilitate the approval of the project.
- Prepare 99-percent design documents for North Carolina Department of Environmental Quality (NCDEQ) permitting review.
- Prepare and submit 100-percent design documents.
- Coordinate internally between disciplines and subconsultants in preparation of design documents

City Responsibilities

- Review preliminary engineering, 60-percent, 90-percent, and 100-percent design drawings and technical specifications (as applicable) and provide comments.
- Participate in preliminary engineering, 60-percent, and 90-percent review workshops.
- Coordinate and participate in meetings with planning and building departments.
- Coordinate with sanitary sewer department for permit changes.

Assumptions

- The survey and geotechnical information collected in the GAC system scope of services will be used for the pretreatment system.

- No modifications will be necessary to the existing sedimentation basin sludge collection system.
- At least one sedimentation basin will be taken out of service to allow for LiDAR survey to be performed on empty basin.
- Design workshops are assumed to be three hours in length. Attendance for the workshops will include the project manager, design manager, and up to seven discipline leads.
- No federal permits are assumed required for the work.
- Permitting reviews will consist of the following:
 - One City review consisting of all required agencies will be conducted at the preliminary engineering phase (30-percent).
 - One NCDEQ review will be conducted at 99-percent to gain permit approval for Authority to Construct and Erosion and Sediment Control.
- A City review of the 99-percent review will not be conducted. Changes from the 99-percent design will only address comments from NCDEQ.
- Detailed traffic control plans will be per the contractor's responsibility.
- The opinion of probable construction cost estimate will be based on an AACE Class 3 estimate at preliminary engineering, Class 2 estimate at 60% design, and Class 1 estimate at 90% and 99% design.

Deliverables

- BODR and preliminary engineering documents.
- 60-percent design: 60-percent design drawings, draft major equipment technical specifications, and opinion of probable construction cost estimate.
- 90-percent design: design drawings, technical specifications, and opinion of probable construction cost estimate.
- 99-percent design: permit-ready design drawings and technical specifications.
- 100-percent design: sealed bid drawings, compiled project specifications (Consultant's technical specifications and City's contract specifications), and opinion of probable construction cost estimate.

Task 3 – Bidding and Award

Objective:

The purpose of this task is to assist the City in bid phase services associated with the project.

Consultant Services:

- Attend a pre-bid conference and issue meeting notes.
- Assist the City in responding to questions during bidding.
- Issue addenda as appropriate to clarify, correct, or change the bid documents
- Attend and manage the bid opening.
- Assist the City in evaluating bids by preparing an engineering letter with bid tabulation sheets and a recommendation for contract award.
- Assist the City with assembling and awarding the contract for construction

City Responsibilities:

- Advertise the project.
- Attend the pre-bid conference.
- Attend the bid opening.

Assumptions:

- Pre-bid conference and bid opening will be attended by the project manager and design manager.
- Consultant will not provide dispute resolution services between the City and any bidders.
- Consultant will issue up to two addenda.
- Scope does not include project rebidding for any reasons. Any Consultant efforts to support a rebid will be require an amendment.

Deliverables:

- Pre-Bid Conference Meeting Notes.
- Addenda.
- Bid Tabulation and Recommendation of Award Letter.
- Issued for Construction Contract Documents which conform the contract documents with all addenda.

Task 4 - Construction Administration Services

Construction administration services, including a full time resident project representative, will be negotiated at a later date and are not included in this scope. Consultant will consult with and advise the City during construction and will act as the resident project representative.

PART 3.0 ADDITIONAL SERVICES

Any additional work related to these services or other services not specifically addressed in the preceding detailed scope of services will be considered additional services. Consultant will provide additional services on an as-needed basis as determined by the City and for a fee as negotiated between Consultant and the City on a case-by-case basis.

PART 4.0 SCHEDULE

Assuming a Notice to Proceed date of June 1, 2021, Consultant's schedule for completion of tasks described in Part 2.0 above:

<u>Task</u>	<u>Task Time</u>	<u>Completion Date</u>
<u>Task 1 – Project Management</u>	16.5 months	October 15, 2022
<u>Task 2 – Design and Permitting</u>	14.5 months	August 15, 2022
<i>Preliminary Engineering</i>	4 months	October 1, 2021
<i>60-percent Design</i>	4 months	February 1, 2022
<i>90-percent Design</i>	3 months	May 1, 2022
<i>99-percent Design</i>	3 months	June 1, 2022
<i>100-percent Design</i>	2 weeks	August 15, 2022
<u>Task 3 – Bidding and Award</u>	2 months	October 15, 2022

PART 5.0 COMPENSATION

Compensation for Consultant’s services described in Part 2.0 of this document shall be on the basis of lump sum.

<u>Task</u>	<u>Fee</u>
<u>Task 1 – Project Management</u>	\$ 6,000
<u>Task 2 – Design and Permitting</u>	\$ 284,100
<u>Task 3 – Bidding and Award</u>	\$ 9,800
	<u>\$ 299,900</u>

EXHIBIT A

SCOPE OF SERVICES - GAC SYSTEM

PART 1.0 PROJECT DESCRIPTION

The City of Concord (City) operates the Hillgrove Water Treatment Plant (HGWTP), which requires upgrades and process enhancements to continue producing high quality water that meets regulatory requirements. The City has asked HDR Engineering, Inc. of the Carolinas (Consultant) to develop design packages for the construction of a new granular activated carbon (GAC) contactor building, installation of plate settlers, new flocculator drives, a new rapid mixer, and modifications and upgrades to plant systems including the sedimentation basin influent and effluent valves. This project will also include a GAC pump station to transfer water to the new GAC facility, a structural analysis of and repair work on the sedimentation basins, and associated piping and electrical modifications. This scope of services covers work associated with the GAC system design as described in Task 2.

PART 2.0 DETAILED SCOPE OF SERVICES

The following Scope of Services provides a detailed description of the services to be performed by Consultant. General assumptions include the following:

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- Deliverables will be transmitted in electronic format and as hard copies (two full-sized sets and 4 half-size sets) and comments from the City will be received in a compiled document.
- City to pay for all permitting and agency review fees.
- City review will take no longer than two weeks per document.
- During design, work elements associated with the pretreatment design will be incorporated into the GAC system review set for the City to review as a complete package. The bid documents for the pretreatment system, including drawings and technical specifications, will also be incorporated into the GAC system bid package for a single bid package. Work associated with preparing common work elements, such as front end bid documents, common technical specifications, and site plans, will be developed under the GAC system scope of services. The City will provide contract agreement forms, general conditions, supplementary conditions, advertisement to bid, and instructions to bidders. Consultant will provide technical specifications, including Division 01 General Requirements.

Task 1 – Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

Consultant Services:

- Project initiation, development of a schedule, and project documentation and filing
- Coordination with the City on project status and key issues including monthly progress meetings when design workshops are not scheduled
- General project accounting activities including invoicing and progress reports
- Overall project quality assurance and quality control (QA/QC)

City Responsibilities:

- Attend progress meetings.

Assumptions:

- Design and bid phase services are assumed to be 14 months
- Monthly progress meeting will be held during months when design workshops are not scheduled. Monthly progress meetings are assumed to last one hour and will be attended by Consultant's project manager and design manager. Up to nine progress meetings are anticipated.
- Individual QC reviews are budgeted for under the design task.

Deliverables:

- Monthly progress reports and invoices including project schedule and budget updates.
- Notes from progress meetings.

Task 2 – Design and Permitting

Objective:

The purpose of this task is to complete the design and permitting of the proposed work. This comprises GAC: site investigations including survey, subsurface utility engineering (SUE), and geotechnical services; preparation of preliminary engineering (30-percent) documents including a basis of design report (BODR) and 30-percent drawings; prepare 60-percent, 90-percent, and 99-percent (Issued for Permitting) sets of drawings and specifications; coordinate with permitting agencies and apply for and obtain permits required prior to construction; and prepare Issued for Bid drawings and specifications.

Design components are anticipated to include:

- New GAC Contactor System:
 - GAC Contactor Building including a CMU block building to house the GAC contactors, electrical and maintenance rooms, mechanical support systems, and a steel-framed canopied maintenance/storage area.
 - GAC pressure vessels including the associated power, piping and connections, instrumentation and controls.
 - Site civil work to improve the existing access to the north end of the site and to provide storm drainage around new structures.

- GAC wet well and pump station to transfer water from the filters to the GAC pressure vessels, and associated flow control to bypass the GAC system. Flow control may include automated valves and flow meters.
- Yard piping for services including GAC influent and effluent, backwash supply and backwash waste and modifications to existing pipes on site.
- Disinfection modifications including a new chlorine injection vault and new chlorine feed lines

Consultant Services:

- Conduct the project kick-off meeting to review project logistics and management activities, and confirm project goals
- Conduct one site visit to confirm site conditions
- GAC: Gather information on the existing site conditions including conducting a site survey and geotechnical investigation
 - Review record drawings and available plant data
 - Subcontract with geotechnical firm and coordinate onsite activities and schedule
 - Subcontract with surveying firm and coordinate onsite activities and schedule
- Prepare preliminary engineering documents (30-percent)
 - Prepare a basis of design report to document preliminary design activities.
 - Prepare the following draft preliminary design documents:
 - Major equipment list
 - Process flow diagram
 - Design criteria table
 - Facility hydraulic profile
 - Site layouts
 - Yard piping layouts
 - Building layouts/general arrangements
 - Piping and instrumentation diagrams
 - Water and sewer piping alignments
 - Electrical one-line diagrams
 - Control diagram
 - Specification table of contents
 - Identify and prepare a list of required permits and participate in a pre-application review with the City's planning and building departments.
 - Prepare preliminary cost estimate.
 - Conduct a preliminary engineering review workshop with the City and receive comments from the City.
- Prepare 60-percent design documents. Conduct a 60-percent review workshop with the City and receive comments from the City.
- Prepare 90-percent design documents. Conduct a 90-percent review workshop with the City and receive comments from the City.
- Coordinate with City and state permitting agencies to facilitate the approval of the project.

- Prepare 99-percent design documents for North Carolina Department of Environmental Quality (NCDEQ) permitting review.
- Prepare and submit 100-percent design documents.
- Coordinate internally between disciplines and subconsultants in preparation of design documents

S&ME, Inc. Activities:

- Visit the site to mark boring locations and call in utility locates.
- Conduct geotechnical exploration.
- Perform laboratory analysis of boring samples.
- Prepare geotechnical report.

CES Group Engineers, LLP Activities:

- Conduct a topographic survey of the site and areas affected by the project including areas inside the HGWTP fence and adjacent roadways.
- Locate aboveground and underground utilities and structures in the area. Perform SUE to identify the location and depth of critical pipeline crossings and tie-in locations. This will include Quality Level D through A SUE.
- Locate geotechnical borings for geotechnical report.

City Responsibilities

- Review preliminary engineering, 60-percent, 90-percent, and 100-percent design drawings and technical specifications (as applicable) and provide comments.
- Participate in preliminary engineering, 60-percent, and 90-percent review workshops.
- Coordinate and participate in meetings with planning and building departments.
- Coordinate with sanitary sewer department for permit changes.

Assumptions

- The design flow for the GAC contactors is 6 million gallons per day. The GAC design will be a continuation of the work performed as part of the GAC alternatives evaluation previously conducted by Consultant.
- The new GAC building will be designed as a CMU block building with a brick exterior to meet historical district requirements. Architectural style will match the current hypochlorite storage building.
- Up to 5 geotechnical borings at a depth of 30 feet will be performed. Laboratory testing will consist Mechanical analysis, (ASTM D422) and Atterberg limits, (ASTM D423 and D424). No permits are required for the geotechnical investigation. The site has no contaminated soils or materials.
- A total of 12 vacuum excavations for SUE Quality Level A utility locate are assumed.
- Topographic survey will have a resolution of 1-foot contours. No legal descriptions for properties or easements are prepared.

- Design workshops are assumed to be three hours in length. Attendance for the workshops will include the project manager, design manager, and up to seven discipline leads.
- No federal permits are assumed required for the work.
- Permitting reviews will consist of the following:
 - One City review consisting of all required agencies will be conducted at the preliminary engineering phase (30-percent).
 - One NCDEQ review will be conducted at 99-percent to gain permit approval for Authority to Construct and Erosion and Sediment Control.
- A City review of the 99-percent review will not be conducted. Changes from the 99-percent design will only address comments from NCDEQ.
- Detailed traffic control plans will be per the contractor's responsibility.
- The opinion of probable construction cost estimate will be based on an ACE Class 3 estimate at preliminary engineering, Class 2 estimate at 60% design, and Class 1 estimate at 90% and 99% design.

Deliverables

- Geotechnical report.
- BODR and preliminary engineering documents.
- 60-percent design: 60-percent design drawings, draft major equipment technical specifications, and opinion of probable construction cost estimate.
- 90-percent design: design drawings, technical specifications, and opinion of probable construction cost estimate.
- 99-percent design: permit-ready design drawings and technical specifications.
- 100-percent design: sealed bid drawings, compiled project specifications (Consultant's technical specifications and City's contract specifications), and opinion of probable construction cost estimate.

Task 3 – Bidding and Award

Objective:

The purpose of this task is to assist the City in bid phase services associated with the project.

Consultant Services:

- Attend a pre-bid conference and issue meeting notes.
- Assist the City in responding to questions during bidding.
- Issue addenda as appropriate to clarify, correct, or change the bid documents
- Attend and manage the bid opening.
- Assist the City in evaluating bids by preparing an engineering letter with bid tabulation sheets and a recommendation for contract award.
- Assist the City with assembling and awarding the contract for construction

City Responsibilities:

- Advertise the project.
- Attend the pre-bid conference.

- Attend the bid opening.

Assumptions:

- Pre-bid conference and bid opening will be attended by the project manager and design manager.
- Consultant will not provide dispute resolution services between the City and any bidders.
- Consultant will issue up to four addenda.
- Scope does not include project rebidding for any reasons. Any Consultant efforts to support a rebid will be require an amendment.

Deliverables:

- Pre-Bid Conference Meeting Notes.
- Addenda.
- Bid Tabulation and Recommendation of Award Letter.
- Issued for Construction Contract Documents which conform the contract documents with all addenda.

Task 4 - Construction Administration Services

Construction administration services, including a full time resident project representative, will be negotiated at a later date and are not included in this scope. Consultant will consult with and advise the City during construction and will act as the resident project representative.

PART 3.0 ADDITIONAL SERVICES

Any additional work related to these services or other services not specifically addressed in the preceding detailed scope of services will be considered additional services. Consultant will provide additional services on an as-needed basis as determined by the City and for a fee as negotiated between Consultant and the City on a case-by-case basis.

PART 4.0 SCHEDULE

Assuming a Notice to Proceed date of June 1, 2021, Consultant’s schedule for completion of tasks described in Part 2.0 above:

<u>Task</u>	<u>Task Time</u>	<u>Completion Date</u>
<u>Task 1 – Project Management</u>	16.5 months	October 15, 2022
<u>Task 2 – Design and Permitting</u>	14.5 months	August 15, 2022
<i>Preliminary Engineering</i>	4 months	October 1, 2021
<i>60-percent Design</i>	4 months	February 1, 2022
<i>90-percent Design</i>	3 months	May 1, 2022
<i>99-percent Design</i>	3 months	June 1, 2022
<i>100-percent Design</i>	2 weeks	August 15, 2022
<u>Task 3 – Bidding and Award</u>	2 months	October 15, 2022

PART 5.0 COMPENSATION

Compensation for Consultant's services described in Part 2.0 of this document shall be on the basis of lump sum.

	<u>Fee</u>
<u>Task 1 – Project Management</u>	\$ 68,700
<u>Task 2 – Design and Permitting</u>	\$ 687,600
<u>Task 3 – Bidding and Award</u>	\$ 18,600
	<hr/> \$ 774,900

CURRENT ORDINANCES

Chapter 46-Solid Waste, the term “litter” is defined as follows:

Littering means the act of causing objects to be strewn or scattered about.

Litter means any object, such as solid waste materials, industrial, household trash, business trash, building materials, scrap materials and hazardous waste that is strewn or scattered about. Litter includes materials from the collection truck hopper that fall to the ground as the rollout carts are emptied. Litter that results from the householder's failure to secure household garbage and refuse in tied plastic bags within the approved rollout cart is the responsibility of the householder.

The prohibition on littering is found in Chapter 30-Environment in Sec. 30-166. - Throwing upon street and rights-of-way:

It shall be unlawful for any person to throw, deposit or otherwise cause to be thrown or deposited in or on the streets of the city or any rights-of-way that are a part of a street, any bottles, glass, construction debris, residential, commercial or industrial solid waste, white goods, hazardous waste, scrap tires, medical waste, land-clearing debris, or yard waste.

(Code 1987, § 10-9; Ord. No. 11-19, § 1, 3-10-2011)

Cross reference— Solid waste, ch. 46; streets, sidewalks and other public places, ch. 50.

The penalty ordinance is found in Chapter 30 and reads as follows:

Sec. 30-210. - Penalties for violation.

The first violation of this section shall be a misdemeanor punishable by a \$10.00 fine as provided in [section 1-6](#) of this Code and G.S. 160A-175 and 14-4. The second and all subsequent violations of this section shall be a misdemeanor punishable by up to a \$500.00 fine as provided in [section 1-6](#) of this Code. Violators may also be subject to a civil penalty of \$500.00 to be recovered in the nature of a debt as allowed in [section 1-6](#) of this Code.

Revised Litter Ordinance

Sec. 30-165- Littering Upon Streets and Rights-of -Way

It shall be unlawful for any person to throw, scatter, drop, deposit or otherwise dispose of any litter, garbage, refuse grass, shrubbery, tree clippings, yard waste, land clearing debris, bottles, cans or containers of any kind, cigarette butts, cigars, drink containers, gum or candy wrappers or plastic products, discarded fruit, construction debris, residential, commercial or industrial solid waste, white goods, hazardous waste, scrap tires, medical waste or other similar items upon any sidewalk, median strip, alleyway, street or street right-of-way, or grass strip of the city or upon any public halls, theaters, auditoriums or arenas, or public transportation vehicles or any portion of the public transportation system.

Citation and civil penalty. A citation for a civil penalty of \$150.00 shall be issued for the first violation of this section as provided in section 1-6 of this Code and G.S. 160A-175 and 14-4. If such civil penalty is not paid within 30 calendar days from the date of issuance of the citation or appealed within 15 calendar days from the date of issuance, an additional late fee civil penalty in the amount of \$100.00 shall apply. The second and all subsequent violations of this section shall be punishable by a \$500.00 civil penalty. A violation enforced through the issuance of a civil penalty may be appealed pursuant to section 2-5.

Sec. 30-166 -Littering from a vehicle

- (a) *Prohibited.* It shall be unlawful for any person to throw, scatter, drop, or otherwise dispose of any cigarette butts, cigars, drink containers or containers of any kind, gum or candy wrapper, paper or plastic products, discarded fruit, or other similar items from a vehicle or any other mode of transportation upon any public street, public property, public median, or private property not owned by that person.
- (b) *Presumption.* When any such item is thrown, scattered, spilled, dropped or otherwise disposed of from a vehicle, the operator thereof shall be presumed to have committed such offense.
- (c) *Citation and civil penalty.* A citation for a civil penalty of \$150.00 shall be issued for the first violation of this section as provided in section 1-6 of this Code and G.S. 160A-175 and 14-4. If such civil penalty is not paid within 30 calendar days from the date of issuance of the citation or appealed within 15 calendar days from the date of issuance, an additional late fee civil penalty in the amount of \$100.00 shall apply. The second and all subsequent violations of this section shall be punishable by a \$500.00 civil penalty. A violation enforced through the issuance of a civil penalty may be appealed pursuant to section 2-5.
- (d) Subsection (a) of this section does not apply to the accidental blowing, scattering, or spilling of an insignificant amount of municipal solid waste, as defined in G.S. 130A-290(18a), during the automated loading of a vehicle designed and constructed to transport municipal solid waste if the vehicle is operated in a reasonable manner and according to manufacturer specifications.

ORDINANCE AMENDING CHAPTER 30 ARTICLE IV, Sec. 30-165 and Sec. 30-166
OF THE CITY OF CONCORD CODE OF ORDINANCES

WHEREAS, the City desires to revise the City's litter ordinance;

WHEREAS, the Council of the City of Concord has approved the revision of the City Ordinance Chapter 30, Article IV, Sec. 30-165 and Sec. 30-166;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord, that Chapter 30, Article IV, Sec. 30-165 and Sec. 166 be revised as follows:

1. Sec. 30-165 - Littering Upon Streets and Rights-of -Way

- (a) *Prohibited.* It shall be unlawful for any person to throw, scatter, drop, deposit or otherwise dispose of any litter, garbage, refuse grass, shrubbery, tree clippings, yard waste, land clearing debris, bottles, cans or containers of any kind, cigarette butts, cigars, drink containers, gum or candy wrappers or plastic products, discarded fruit, construction debris, residential, commercial or industrial solid waste, white goods, hazardous waste, scrap tires, medical waste or other similar items upon any sidewalk, median strip, alleyway, street or street right-of-way, or grass strip of the city or upon any public halls, theaters, auditoriums or arenas, or public transportation vehicles or any portion of the public transportation system.
- (b) *Citation and civil penalty.* A citation for a civil penalty of \$150.00 shall be issued for the first violation of this section as provided in section 1-6 of this Code and G.S. 160A-175 and 14-4. If such civil penalty is not paid within 30 calendar days from the date of issuance of the citation or appealed within 15 calendar days from the date of issuance, an additional late fee civil penalty in the amount of \$100.00 shall apply. The second and all subsequent violations of this section shall be punishable by a \$500.00 civil penalty. A violation enforced through the issuance of a civil penalty may be appealed pursuant to section 2-5.

2. Sec. 30-166 -Littering from a vehicle

- (a) *Prohibited.* It shall be unlawful for any person to throw, scatter, drop, or otherwise dispose of any cigarette butts, cigars, drink containers or containers of any kind, gum or candy wrapper, paper or plastic products, discarded fruit, or other similar items from a vehicle or any other mode of transportation upon any public street, public property, public median, or private property not owned by that person.
- (b) *Presumption.* When any such item is thrown, scattered, spilled, dropped or otherwise disposed of from a vehicle, the operator thereof shall be presumed to have committed such offense.
- (c) *Citation and civil penalty.* A citation for a civil penalty of \$150.00 shall be issued for the first violation of this section as provided in section 1-6 of this Code and G.S. 160A-175 and 14-4. If such civil penalty is not paid within 30 calendar days from the date of issuance of the citation or appealed within 15 calendar days from the date of issuance, an additional late fee civil penalty in the amount of \$100.00 shall apply. The second and all subsequent violations of this section shall be punishable by a \$500.00 civil penalty. A violation enforced through the issuance of a civil penalty may be appealed pursuant to section 2-5.
- (d) Subsection (a) of this section does not apply to the accidental blowing, scattering, or spilling of an insignificant amount of municipal solid waste, as defined in G.S. 130A-290(18a), during the automated loading of a vehicle

designed and constructed to transport municipal solid waste if the vehicle is operated in a reasonable manner and according to manufacturer specifications.

This Resolution shall be effective upon passage.

Adopted this _____ day of April, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION TO ADOPT A TITLE VI POLICY
TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES
AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the City of Concord has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the City, City Departments and private persons and companies doing business with the City and receiving federal financial assistance.

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

1. The attached "Title VI Plan", including its policies and procedures, is hereby adopted as the official policy of the City of Concord for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

2. The City Manager is authorized to approve this policy on a yearly basis if no changes are made to it.

Adopted this __th day of _____, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim J. Deason, City Clerk



City of Concord Title VI Plan

City of Concord Title VI Plan



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Introduction

The City of Concord (hereinafter referred to as the City) has adopted this Title VI Plan to ensure that the City is in compliance with the provisions of Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. Discrimination on the basis of gender, age, and disability is prohibited under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

Federal-aid recipients, subrecipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services whether these programs, activities and services are federally funded or not. The City of Concord Title VI Coordinator is responsible for providing leadership, direction and policy to ensure compliance with Title VI and environmental justice principles.

Title VI is a mechanism that directs the federal financial assistance, which drives or promotes economic development. By legislative mandate, Title VI examines the following public policy issues:

Accessibility for all persons	Infrastructure development
Accountability in public funds expenditures	Minority participation in decision making
Disparate impact	Program service delivery
Economic empowerment	Public and private partnerships built in part or whole with public funds
Environmental justice	Site and location of facilities

Title VI was enacted to ensure equal distribution of federal funds regardless of race, color, or national origin. Because of this, Title VI:

- Encourages the participation of minorities as members of planning or advisory bodies for programs receiving federal funds
- Prohibits discriminatory activity in a facility built in whole or part with federal funds
- Prohibits entities from denying an individual any service, financial aid, or other benefit because of race, color, or national origin
- Prohibits entities from providing a different service or benefit, or providing these in a different manner from those provided to others under the program
- Prohibits entities from requiring different standards or conditions as prerequisites for serving individuals
- Prohibits locating facilities in any way that would limit or impede access to a federally funded service or benefit
- Prohibits segregation or separate treatment in any manner related to receiving program services or benefits

- Requires assurance of nondiscrimination in purchasing of services
- Requires entities to notify the respective population about applicable programs
- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English-speaking ability

Any City of Concord resident who has experienced discrimination or harassment or have a human rights concern may file a discrimination complaint with the City.

Authorities in Summary

The City of Concord establishes the Title VI plan not only on the adoption of a local policy, but by long standing federal law.

Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000-4]: Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, sec. 6 (1988), codified as 42 U.S.C. §2000D-4A]: The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]: The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102]: The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]: The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]: Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

23 CFR Part 200: 23 CFR 200: are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

49 CFR Part 21: 49 CFR 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

Executive Order No. 12898: Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low-income populations. (Environmental justice seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including racial, ethnic or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal and commercial operations or the execution of federal, state, local and municipal program and policies).

Executive Order No. 13166: Executive Order 13166 regards the improvement of access to services for persons with Limited English Proficiency.

Definitions

As used in this Title VI Plan, the following mean:

Affected Parties: persons protected against discrimination because of race, color, national origin, sex, age, disability, or income by the Title VI Requirements, and the City of Concord's Non-Discrimination Policy.

Contractor: a person or entity that has entered into an agreement with the City that is subject to the Title VI Requirements.

Locating and siting actions: a recommendation by City staff or decision by the City staff or the City Council that will result in the construction of a public facility that could have adverse environmental impacts on the surrounding area.

Meaningful access: the provision of communicative assistance by the City necessary to allow affected persons to participate in governmental services/activities.

Proposed Project: a project that receives federal funds and is subject to the Title VI Requirements.

Subrecipient: a person or entity that receives federal funds from the City to be used by the entity to further the objectives of the federal grant. The City is the recipient of the grant, and the person or entity is a subrecipient of those grant funds.

Title VI Assurances: conditions imposed upon contractors or subrecipients as a result of federal funding being directly or indirectly provided to the contractor or subrecipient.

Title VI Requirements: the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

Areas of Practice

Policy and Public Notice: The City will create, publish and post a Public Notice of non-discrimination. The City Council will adopt within this plan a Non-Discrimination Policy.

Elimination of Discrimination: The City will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination.

Public Dissemination of Information: The Title VI Coordinator shall assist City staff in the creation and dissemination of Title VI Program information to City employees, subrecipients, contractors, Affected Parties, and the general public. Public dissemination efforts may include: posting public statements setting forth the City's non-discrimination policy; inclusion of Title VI Assurances in City contracts and grants; and publishing a Title VI Policy Statement on the City's website; including the notice and policy into all adopted plans and program documents.

Title VI Assurances in Contracts and Grants: Contracts and procurement are integrated into each department. Staff will ensure that all federally funded contracts administered by the City contain Title VI Assurances. In the event that the City distributes federal funds to another entity through grants or other agreements, the Department Head administering the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The Department's project administrator or grant administrator will monitor the performance of the contract or grant for compliance. The Title VI Coordinator and Department Head will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

Data Collection: Statistical data on Affected Parties will be compiled by each department head and provided to the Planning Director. The data compilation process will be reviewed regularly by the Planning Director to ensure the data is sufficient to meet the requirements of this Title VI Plan.

Site and Facility Location: The City shall not make selection of a site or location of a facility for participants in and beneficiaries of the City's federal aid programs if that selection could exclude individuals from participation in, or deny them benefits of, or subject them to discrimination on grounds of race, color or national origin, or could substantially impair the accomplishment of the objectives of the nondiscrimination policy.

Environmental Justice in Minority and Low-Income Populations: In accordance with Executive Order 12898, titled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," the City will develop strategies to review, consider, and address disproportionately high and adverse human health or environmental effects on minority and low-income populations, to promote nondiscrimination in Federal-aid programs, substantially effect human health and the environment, and to provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Limited English Proficiency: Approximately 13% of residents in the City primarily speak a language other than English. The City will review demographic data annually to identify language assistance needs within its service areas, utilizing the American Community Survey, to determine if a formal Limited English Proficiency (LEP) Program is needed.

Staffing and Organization/Implementation

City Manager: The City Manager is ultimately responsible for ensuring the City's compliance with Title VI Requirements, including, but not limited to, monitoring City programs, preparing required reports and undertaking such other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21. To ensure compliance the City Manager has appointed the Diversity, Equity and Inclusion Coordinator to serve as the Title VI Coordinator. Other department heads will collaborate with the Title VI Coordinator as needed to ensure required compliance.

Diversity, Equity and Inclusion Coordinator Serving as Title VI Plan and Program Coordinator: The Diversity, Equity and Inclusion Coordinator is responsible for the overall management of the Title VI Program, under the direct supervision of the City Manager to include the following responsibilities as the Title VI Coordinator:

- Process and research complaints regarding compliance with this Title VI Plan that are received by the City and coordinate with relevant and appropriate staff and the City Attorney, to compile statistical data related to race, color, national origin, sex, age, disability, and income of participants in, and beneficiaries of, federally funded programs to ensure compliance with the Title VI Requirements.
- Review City programs or projects receiving federal funding for matters regarding Title VI compliance and reporting.
- Conduct training programs related to Title VI Requirements for City staff who are responsible for Title VI compliance, and for contractors or subrecipients who are subject to Title VI Requirements. Make recommendations to the City Manager on ways to achieve compliance with Title VI Requirements.
- Develop information regarding this Title VI Plan for dissemination to the general public
- Ensure that individuals who will be affected by locating and siting actions obtain meaningful access to the public awareness/involvement process.
- Identify deficiencies in compliance with the Title VI Requirements, and make recommendations to the City Manager for remedial actions to be taken to promptly resolve such deficiencies.
- Annually prepare a Title VI Plan Report that documents progress, accomplishments, impediments and goals in fulfilling this Title VI Plan.

Departmental Responsibility: Each Department Head is responsible for Title VI compliance, with support from the Title VI Coordinator, for individual projects. Compliance activities include, but are not limited to:

- Ensuring that all aspects of a project's planning process and operations comply with the Title VI Requirements.
- Ensuring that Affected Parties have meaningful access to a project's planning processes.
- Assisting the Title VI Coordinator in gathering and organizing data for the Title VI Plan Report.
- Reviewing the Department work programs, policies, and other directives to ensure compliance with the Title VI Requirements.
- Verifying the level of participation of Affected Parties at public outreach meetings.

Title VI Nondiscrimination Complaint Process

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in his or her receipt of benefits and/or services from the City, or by a contractor or subrecipient on the grounds of race, color, national origin, sex, age, disability, or income, may file a Title VI Complaint with the Title VI Coordinator.

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services, or on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, may file a complaint. The complaint form is included in this document.

Every effort will be made to obtain early resolution of complaints. The option of information mediation meeting(s) between the Title VI Coordinator, City staff, contractors, subrecipients and Affected Parties may be utilized for resolution.

The following procedures cover all complaints filed under Title VI. These procedures do not deny the right of the complainant after the completion of the Title VI process to file a complaint with state or federal agencies or to bring private action based on the complaint.

1. Any person, group of persons, or entity that believes they have been subjected to discrimination under the Title VI requirements may file a written complaint with the Title VI Coordinator. The complaint must be filed within 180 days of the alleged discriminatory act or occurrence.
2. Upon receipt of the complaint, the Title VI Coordinator will determine whether the City has jurisdiction over the complaint, whether the complaint contains the necessary information, what additional information is needed, and whether further investigation is needed. Within five working days of receipt of the complaint, the Title VI Coordinator will determine whether the complaint is complete, and if it requires additional investigation.
3. The Title VI Coordinator will provide the respondent the opportunity to respond in writing to the allegations of the complaint. The respondent shall have fifteen days from receipt of notification to provide a response to the allegation in the complaint.
4. If the complaint is against a contractor or subrecipient, the City shall have fifteen days from receipt of the complaint to advise the appropriate state or federal agency of the receipt of complaint and statutes of the investigation.
5. Within sixty days of the receipt of the complaint the Title VI Coordinator shall prepare a written investigative report. The report shall include narrative description of the incident, identification of persons interviewed, findings, and recommendations for resolution and corrective action. The written report will be sent to the Deputy City Attorney.
6. The Deputy City Attorney will review the report and meet with the Title VI Coordinator and the City Manager to determine the appropriate action.

7. When the investigative report is complete and appropriate action has been determined, the complainant and respondent shall receive a copy of the report, statement of appropriate action, and notification of appeal rights.
8. Within fifteen days of the complainant and respondent receiving a copy of the report and determination of appropriate action, the Title VI Coordinator will meet with each party to discuss the determination of appropriate action as well as the findings made in the investigative report.
9. Within sixty days of receipt of the original complaint, a copy of the complaint and the City's investigative report and determination of appropriate action will be provided to the appropriate federal or state agency for comments.
10. Within fifteen days of receiving comments from the federal or state agency, the Title VI Coordinator will meet with all parties to discuss comments provided by the responding agencies.
11. After receiving comments from the federal or state agency, the City Manager shall review the comments and adopt a final decision that includes taking appropriate actions to address any comments provided by a federal or state agency. The final decision shall be provided to all parties of the proceedings and shall include a statement that a party has a right to appeal the decision if the party produces evidence of new facts that were not previously considered and could not have been reasonably discovered during the investigation.
12. If a party is not satisfied with the results of the investigation or the resolution of the complaint, the party may appeal the City Manager's decision to the appropriate federal or state agency, by filing a request for an appeal no later than 180 days after the date of the City Manager's final decision.

Council Resolution

**RESOLUTION TO ADOPT A TITLE VI POLICY
TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES
AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE**

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the City of Concord has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the City, City Departments and private persons and companies doing business with the City and receiving federal financial assistance.

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

1. The attached "Title VI Plan", including its policies and procedures, is hereby adopted as the official policy of the City of Concord for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.
2. The City Manager is authorized to approve this policy on a yearly basis if no changes are made to it.

Adopted this ___th day of _____, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim J. Deason, City Clerk

Title VI Nondiscrimination Policy Statement

It is the policy of the City of Concord to ensure that no person shall, on the ground of race, color, national origin, limited English Proficiency, income level, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Concord program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964, United States Department of Transportation (DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) Part 21, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the City of Concord to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service or other program benefit without good cause.
- Providing any service or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any part of a program.
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others.
- Methods of Administration, which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination.
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities.
- Acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment.

To assure that appropriate program measures are implemented and monitored, I have designated Emma Sellers, Diversity, Equity and Inclusion Coordinator, as the City of Concord’s Title VI Coordinator: (704) 920-5201, sellerse@concordnc.gov As an expression of my commitment to and support of the City’s Title VI Nondiscrimination Program, below is my signature as the City Manager of the City of Concord.

Lloyd Wm. Payne, Jr., City Manager

Date

Notice of Nondiscrimination and Accessibility Rights

The City of Concord, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, national origin, limited English Proficiency, income-level, sex, age, or disability (or religion, where applicable), under any programs or activities conducted or funded by the City of Concord.

Any person who believes they have been wronged by a discriminatory act (action or inaction) of the City of Concord or its funding recipients, has the right to file a complaint with the City of Concord. For instructions on how to file a complaint, or additional information regarding the City of Concord's nondiscrimination obligations, please contact:

City of Concord City Manager's Office
Emma Sellers, Diversity Equity and Inclusion Coordinator
P. O. Box 308
Concord, NC 28025
704-920-5201

You may also visit www.concordnc.gov

Anyone with a hearing or speech impairment may use Relay NC, a telecommunications relay service, to call the City of Concord City Manager's Office. Relay NC can be accessed by dialing 711 or 1-877-735-8200.

ATTENTION: If you speak a language other than English, the following language assistance services are available to you, free of charge. Qualified interpreters and information written in other languages. Call 1-800-522-0453.

ATENCION: Si habla un idioma distinto del inglés, los siguientes servicios de asistencia de idiomas están disponibles para usted, de forma gratuita. Intérpretes cualificados e informaciã escrita en otros idiomas. Lianne al 1-800-522-0453.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The City of Concord is an equal opportunity employer. Discrimination against any person in recruitment, examinations, appointments, training, promotion, retention, discipline, salary increases, or any other aspect of personnel administration because of race, color, national origin, or because of political or religious opinions or affiliations is hereby prohibited. Discrimination on the basis of age, sex, or physical disability is hereby prohibited except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. Any applicants or employees "not at will" who believe that employment, promotion, training, transfer or salary increases were denied them or that demotion, transfer, layoff, or termination was forced on them may, as a matter of right, use the grievance procedure described in this manual without fear of coercion or reprisal. In addition, employees are entitled under federal statutes to register their complaints with the United States Equal Employment Opportunity Commission. The City of Concord is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment opportunities.

City of Concord Title VI Complaint Form

<p>Any person who believes that he/she has been subjected to discrimination based upon race, color, sex, age, national origin, disability, income-level, or limited English proficiency may file a written complaint with the City of Concord's Title VI Coordinator within 180 days after the discrimination occurred.</p>			
Last Name:	First Name:	<input type="checkbox"/>	Male
		<input type="checkbox"/>	Female
Mailing Address:	City:	State:	Zip Code:
Home Telephone:	Work/Cell Phone:	Email Address:	
<p>Identify the Category of Discrimination:</p> <p> <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> LIMITED ENGLISH PROFICIENCY <input type="checkbox"/> RELIGION <input type="checkbox"/> DISABILITY <input type="checkbox"/> SEX <input type="checkbox"/> INCOME LEVEL <input type="checkbox"/> AGE <input type="checkbox"/> OTHER _____ </p> <p><i>NOTE: Religion is covered as a basis only under NCDOT's Right of Way Unit (Fair Housing) and Public Transportation and Aviation Division.</i></p>			
<p>Identify the Race of the Complainant:</p> <p> <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____ </p>			
<p>Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination:</p> <hr/>			
<p>Names of individuals responsible for the alleged discriminatory action(s):</p> <hr/>			
<p>How were you allegedly discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. Attach additional page(s) if necessary.</p>			

The law prohibits intimidation or retaliation against anyone because he/she either has taken action, or participated in action, to secure rights protected by these laws. If you feel you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation. Attach additional page(s) if necessary.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support to clarify your complaint: Attach additional page(s) if necessary.

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- _____ Federal Highway Administration _____
- _____ Federal Transit Administration _____
- _____ Federal Motor Carrier Safety Administration _____
- _____ US Department of Transportation _____
- _____ Federal or State Court _____
- _____ NC Department of Transportation _____
- _____ Other _____

Have you discussed the complaint with any City of Concord representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

AN UNSIGNED COMPLAINT WILL NOT BE ACCEPTED. PLEASE SIGN AND DATE THE FORM BELOW.

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:
City of Concord
Emma Sellers, Title VI Coordinator
via email at sellerse@concordnc.gov or
via mail at PO Box 308 Concord, NC 28025

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Referred to: _____

Date Referred: _____

CONCORD UNITED COMMITTEE

NAME	TERM	NOTE
Ann Fleming	May 1, 2021-April 30, 2023	Co-Chairs
Bertram Hinton, Jr.	May 1, 2021-April 30, 2022	
Robert Kirk	May 1, 2021-April 30, 2024	
Aimy Steele	May 1, 2021-April 30, 2022	
Betty Stocks	May 1, 2021-April 30, 2022	
Caroline Overcash	May 1, 2021-April 30, 2022	
Greg Mills	May 1, 2021-April 30, 2022	
Lamarie Austin-Stripling	May 1, 2021-April 30, 2022	
Mandy Jones	May 1, 2021-April 30, 2022	
Quinton Locklear	May 1, 2021-April 30, 2022	
Amos McClorey	May 1, 2021-April 30, 2023	
Chris Bowe	May 1, 2021-April 30, 2023	
Cindy Hanson	May 1, 2021-April 30, 2023	
Douglas Carroll	May 1, 2021-April 30, 2023	
Gracie Galloway	May 1, 2021-April 30, 2023	
Ingrid Nurse	May 1, 2021-April 30, 2023	
Lisa Matthews	May 1, 2021-April 30, 2023	
Jennifer Terris	May 1, 2021-April 30, 2024	
Joe DeJesus	May 1, 2021-April 30, 2024	
Kiran Patel	May 1, 2021-April 30, 2024	
Lyndia Gabriel	May 1, 2021-April 30, 2024	
Rayshion Sashington	May 1, 2021-April 30, 2024	
Sandra Torres	May 1, 2021-April 30, 2024	
Theresa Scott-Stills	May 1, 2021-April 30, 2024	

For Office Use Only

Case No. _____
Date Received: _____
Received by: _____

**APPLICATION FOR LICENSE TO ENCROACH
UPON A PUBLIC UTILITY EASEMENT AND/OR RIGHT OF WAY**

Minimum Submission Requirements:

- Complete Application. Please add additional pages if needed to complete your application.
- Exhibit 1 (high-resolution photo of proposed banner)
- Exhibit 2 (proof of insurance)
- Exhibit 3 (contract between event sponsor/organization and professional installer)
- Exhibit 4 (written approval of NCDOT district engineer) if applicable

APPLICANT'S INFORMATION (Primary contact for the project):

Name Conder Flag company, Inc/ Ernest C Creech E-mail: eccreech@conderflags.com

/ eccreech@conderflags.com

Street Address 4705 Dwight Evans Rd City Charlotte
State NC Zip 28217

Phone Number 704-529-1976 Fax Number 704-529-5237

REQUESTED LOCATION OF PUBLIC UTILITY EASEMENT BEING ENCROACHED UPON (please check location):

Concord Mills Blvd. (between Derita Road and I-85)

Bruton Smith Blvd (between I-85 and US 29)

US 29 Concord Parkway (between Mecklenburg County and the Rocky River) (the "Exit 49" Area)

Spring St. SW from Corban to Cabarrus Ave. W.

Cabarrus Ave W. from Spring Street to Cabarrus Ave E. at MacEachern Blvd SE

MacEachern Blvd SE to Corban Ave SE

Corban Ave SE to Corban Ave SW at Spring Street

Church St. S. from Killarney Ave NE to Corban Ave SE

All of Barbrick Ave. SW

All of Means St. SE (the "Downtown Area")

DATES FOR DISPLAY: May 15th – June 7th / Charlotte Speedway COKE 600 MEMORIAL WEEKEND

Banners will be 1- DESIGN AS SHOWN FOR MEMORIAL WEEKEND

DESCRIPTION OF BANNER (including the dimensions, shape weight, mounting hardware, and style of each banner):

30" x 72" double sided

DESCRIPTION OF PURPOSE OF BANNER OR EVENT PROMOTED BY BANNER:

To promote the COKE 600 AND OTHER RACES DURING THAT WEEKEND

DESCRIPTION OF ORGANIZATION PROMOTING EVENT (including contact information):

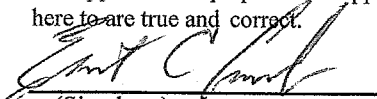
Charlotte Motor Speedway/ David MacDonald/ market

PROFESSIONAL INSTALLER THAT WILL INSTALL BANNER(S) (including contact information):

Conder Flags/ same men used as always.

The applicant certifies that the event sponsor and professional installer are current on all City taxes and fees.

The applicant has prepared this application and certifies that the facts stated therein and exhibits attached here to are true and correct.



(Sign here)_

Ernest C Creech
Applicant (Print)

Date: 9-24, 2018

limited to the size, weight, depiction, substance, dimensions, and overall style depicted in the attached Application.

- 2) Applicant may install its banners no earlier than May 15th and must remove the banners no later than January 7th, 2021.

Applicant will pay to the City \$15.00 (FIFTEEN DOLLARS AND NO CENTS) per banner described in the attached Application at least 5 business days after execution of this Agreement and before installation of the described banner(s). There will be no refunds for banners described in the attached Application but not displayed by Applicant.

- 3) The installation, operation, and maintenance of the described banners will be accomplished in accordance with the Code of the City of Concord, applicable standards and specifications of the NCDOT Construction and Maintenance Operations Supplement, the policies, regulations, standards, and specifications of the NCDOT, the rules and regulations of OSHA, and such revisions and amendments thereto as may be in effect at the date of this agreement (hereinafter "regulations"). Information as to these regulations may be obtained from the City Transportation Director or the NCDOT Division Engineer.

- 4) Applicant, its assignees, successors in interest, and related parties agree to install and maintain the encroaching banners in such safe and proper condition that they will not interfere with or endanger electrical operations or travel upon streets or sidewalks, nor obstruct nor interfere with the proper maintenance. Applicant agrees to reimburse the City for all costs incurred for any repairs or maintenance to the City's electrical infrastructure, roadways, sidewalks, structures and utilities due to the installation and existence of the banners of Applicants. If at any time the City shall require the removal of or changes in the location of the said banners, the said Applicant binds itself, its successors and assigns, and related parties to promptly remove or alter the banners without cost to the City in order to conform to the said request.

- 5) Applicant shall provide during installation of the banner(s) and during any subsequent maintenance, proper signs, signal lights, flagmen and other warning devices for the protection of traffic and pedestrians in conformance with the latest *Manual on Uniform Traffic Control Devices for Streets and Highways* and Amendments or Supplements thereto.

- 6) Applicant shall indemnify and save harmless the City from all damages and claims for damage that may arise by reason of the installation and maintenance of these banners, including but not limited to personal injury and death.

- 7) Applicant shall restore all areas disturbed during installation, maintenance, and removal of the banner(s) to the satisfaction of the City Manager or his designee.

- 8) If Applicant fails to comply with the terms of this agreement including but not limited to failure to display banner(s) as described in the attached Application, the City reserves the right to stop all installation of the banner(s) until the installation has been brought into compliance or removed from the right-of-way at no cost to the City.

- 9) Applicant shall provide 48-hour notice to the City's Electric Services Department and/or other affected City department prior to installation, maintenance, or removal of any banner(s). Applicant is solely responsible for arranging and coordinating the installation, maintenance, and removal with the City and other agencies as needed.

10) If the Applicant misrepresents or falsifies information in the attached Application, the City may immediately rescind this Agreement. If Applicant fails to display banner(s) in the form, manner, and location described in the attached Application, the City may immediately rescind this Agreement.

11) The terms of this Agreement shall run until revoked by the City Council. Any banner(s) remaining on City property after the dates approved under paragraph 2, shall be removed by the City at the Applicant's expense. If this agreement is rescinded or revoked for any reason, Applicant shall immediately remove any banner(s) displayed under this Agreement at its own expense.

12) The terms of this License are inclusive. Topics not specified, permissions not explicitly granted may not be assumed, implied or interfered and are hereby expressly denied.

13) Attachments. Additional Exhibits may be used to further define this Agreement when the Applicant and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with sequential numbers, 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 1 – High-resolution photo of proposed banner(s);
- (b) Exhibit 2 – Proof of Insurance;
- (c) Exhibit 3 – Contract between event sponsor/organization and professional installer;
- (d) Exhibit 4 - Written approval of NCDOT district engineer, if applicable.

IN WITNESS WHEREOF, each party to this Agreement has caused the same to be executed as of the day and year first above written.

Conder Flag Company, Inc, APPLICANT



BY

Printed Name: *Ernest C. Creech*

Title: President

DATE: September 25th, 2018

CITY OF CONCORD

BY: _____
, City Manager

DATE: _____

ATTEST BY:

, City Clerk

Return to: City Attorney / City of Concord, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

LICENSE TO ATTACH BANNERS
TO CITY OF CONCORD PROPERTY

This AGREEMENT, entered into this 8TH day of April, 2021, between the City of Concord, a North Carolina municipal corporation ("City"), and Conder Flag Company, Inc ("Applicant").

WITNESSETH:

WHEREAS, Applicant desires to encroach upon certain City public utility and/or illumination pole(s); and

WHEREAS, City's paramount interest in the operation of its utilities is to provide safe and abundant water, electricity and efficient collection and removal of waste water and storm water to the citizen's, visitors and businesses in Concord in accordance with all federal, state and City regulations. Concord's secondary interests are to maintain its utilities infrastructure in an esthetic manner and to promote the identity and image of the City by, for example, placing government-owned, or other banners on the electric poles for the purpose of promoting the City of Concord, North Carolina;

WHEREAS, a portion of the City's economic future is dependent upon increasing tourism and recognition of the City of Concord's name, along with the development of downtown Concord, as a recognized sporting destination; and

WHEREAS, Applicant seeks to encroach upon the City's public utility and/or illumination pole by placing a decorative banner upon the same which promotes or celebrates the City, its neighborhoods, civic institutions, or public activities; and

WHEREAS, Applicant has completed and submitted an Application for License to Encroach upon Public Utility Easement which is attached and incorporated herein by reference; and

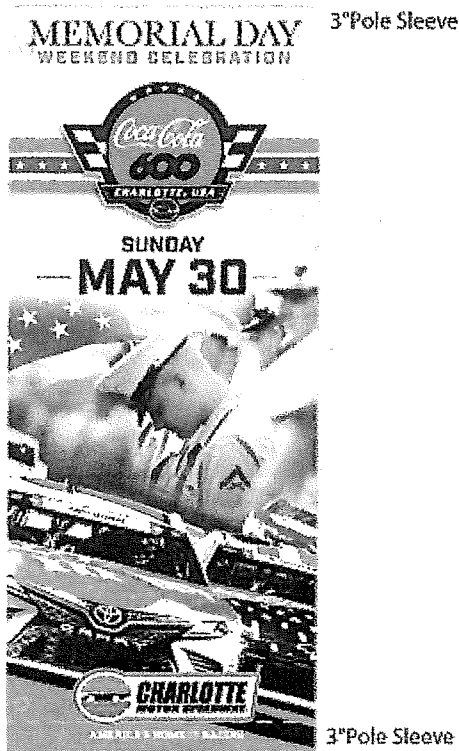
WHEREAS, Applicant certifies that the information provided in said Application is true and correct; and

WHEREAS, the City has reviewed said application and found that it complies with the City Policy for Placement of Private Banners on Public Utility and Illumination Poles and other applicable City policies and procedures; and

WHEREAS, the City enters this Agreement based upon the Applicant's representations in the attached Application.

NOW, THEREFORE, IT IS AGREED THAT:

1) City hereby grants the Applicant the privilege to display the banner(s) described in the attached Application on the City's utility poles located as specified in the attached Application. The banner(s) shall be



72.00' high x 30.00' wide

Charlotte Motor Speedway - Memorial Day Lightpole Banner

* Magenta line represents cut lines and edges of substrate and will not be visible on final product

NOTE: Color varies from monitor to monitor. We print to match the closest CMYK or PMS color. There is no guarantee that your product will be the exact color that appears on your monitor.

APPROVED

DATE

ORD. #

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th 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 Approp	\$9,920,634	\$9,921,134	\$500
Total				\$500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	\$350	\$850	\$500
Total				\$500

Reason: To appropriate reserves from the Mayor's Golf Tournament to Samaritan's Feet.

Adopted this 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, North Carolina General Statute 160A-288 promotes cooperation between law enforcement agencies by authorizing the head of any law enforcement agency to temporarily provide assistance to another agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, the assistance may comprise allowing officers of the agency to work temporarily with officers of the requesting agency and lending equipment and supplies; and

WHEREAS, while working with the requesting agency under the authority of this statute, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities as the officer of the requesting agency, in addition to those he normally possesses; and

WHEREAS, while on duty with the requesting agency, the officer shall be subject to the lawful operational command of his superior officers in the requesting agency, but for personnel and administrative purposes, he shall remain under the control of his own agency, including for purposes of pay; and

WHEREAS, an officer shall be entitled to Workmen's Compensation and the same benefits when acting pursuant to a law enforcement assistance agreement to the extent as though he were functioning within the normal scope of his duties.

NOW, THEREFORE, BE IT RESOLVED that the Concord City Council designates the Police Chief of the City of Concord as the "Head" of the City's Police Department as the term is used in North Carolina General Statute 160A-288 and the said Police Chief is hereby delegated authority to make or grant requests pursuant to this statute.

BE IT FURTHER RESOLVED that the Police Chief of the City of Concord is hereby authorized to enter into mutual assistance agreements for exchanging law enforcement officers, equipment or supplies in accordance with the provisions of North Carolina General Statute 160A-288.

Adopted, this the 13th day of May, 2021.

City of Concord
North Carolina by:

Mayor Bill Dusch

City Manager Lloyd Payne

City Clerk Kim Deason

REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1st day of June 2021, by and between the law enforcement agencies listed in the attached "List of Participating Agencies" and any other agencies added to this Agreement by amendment ("Participating Agencies").

BASIS FOR AGREEMENT

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency.

AGREEMENT

The Participating Agencies agree to the following terms and conditions:

1. REQUESTING ASSISTANCE

- a. **REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
- b. **WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

In accordance with North Carolina General Statutes Section 90-95.2(b1) requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the agency shall have the delegated authority at one time.

The following sample statement used as part of a DCI message would satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION]. The duration of this aid shall be [TIME FRAME].

- c. **EMERGENCY REQUEST.** In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

2. DUTIES OF REQUESTING AGENCY

- a. **OPERATIONAL COMMAND.** While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance, and shall operate under the direct supervision of said officer.
- b. **REPORTING REQUIREMENTS.** The officer supervising the division or unit to which the Assisting Agency's officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).
- c. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional money, equipment, supplies and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

3. DUTIES OF ASSISTING AGENCY

- a. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.
- b. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer

in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or their designee.

4. AUTHORITY OF ASSIGNED OFFICERS

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section 15A-402.

5. INSURANCE AND INDEMNITY

- a. **LIABILITY INSURANCE.** The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance.
- b. **INDEMNITY FOR ACTS OR OMISSIONS.** The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify the Assisting Agency for any damages or costs, including attorney's fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- c. **INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer's duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- d. **RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.

6. TERM AND WITHDRAWAL

- a. **TERM.** In any event, the term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term.
- b. **WITHDRAWAL.** In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.

7. OTHER MUTUAL AID AGREEMENTS

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor prevents the Participating Agencies from entering into other such agreements.

8. GOVERNING BODY AUTHORIZATION

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

9. ADDITIONAL PARTICIPATING AGENCIES

Additional law enforcement agencies may participate in this Agreement by contacting Centralina Regional Council and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

10. FILING REQUIREMENTS AND COPIES OF AGREEMENT

A complete, digital version of this Agreement shall be kept at the offices of Centralina Regional Council. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

IN WITNESS WHEREOF, the parties hereto have set their hand and seals.

Please click the link below to access the 2021 Updated Rider Transit Public Transportation Agency Safety Plan:

[Rider Transit PTASP](#)



MEMORADUM

DATE: Friday, March 26, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Wyntree-Bethel Park
 PROJECT NUMBER: 2014-047
 DEVELOPER: Carolina Development, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-149
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021
 ONE-YEAR WARRANTY DATE: Thursday, May 12, 2022

Water Infrastructure	Quantity
8-inch in LF	73.00
8-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	228.70
Manholes as EA	1



MEMORADUM

DATE: Wednesday, April 7, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: IBP Lot 12
 PROJECT NUMBER: 2012-056
 DEVELOPER: Cabarrus Health Alliance
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021
 ONE-YEAR WARRANTY DATE: Thursday, May 12, 2022

Water Infrastructure	Quantity
12-inch	83 LF
12-inch Valves	1
2-inch	14 LF
2-inch Valves	1

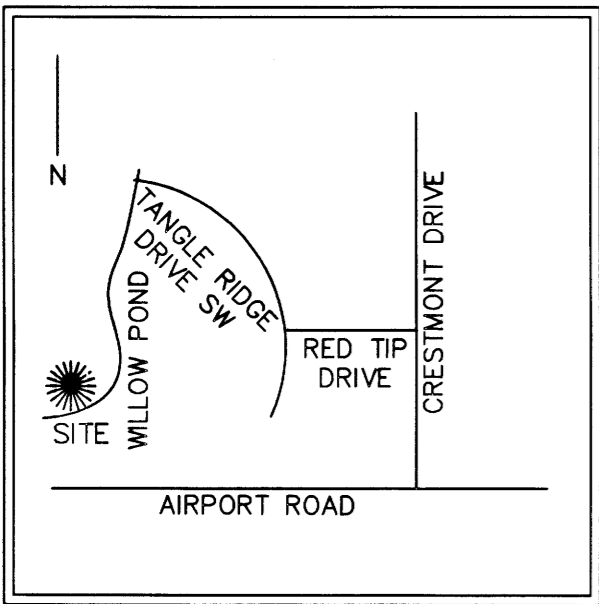


MEMORADUM

DATE: Monday, April 12, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Pendleton Subdivision PH 2
 PROJECT NUMBER: 2008-039
 DEVELOPER: Pendleton Bowman, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021
 ONE-YEAR WARRANTY DATE: Thursday, May 12, 2022

Street	Length in LF	ROW in FT	Plat
Willow Pond LN SE	721.00	50.00	PH 2 MP1
Willow Pond LN SE	894.00	50.00	PH 2 MP 2
Thorn Spring LN SE	135.00	50.00	PH 2 MP 2
Thorn Spring LN SE	707.00 (Scaled Dimension)	50.00	PH 2 MP 4
Tangle Ridge DR SE	475.00	50.00	PH 2 MP 4
TOTAL	2932.00		

3/17/19



VICINITY MAP (N.T.S.)

- NOTES: 1. SUBJECT PARCELS: A PORTION OF-56309260700000 2. AREA CALCULATED BY COORDINATE GEOMETRY METHOD. LOT AREA = 3.743 ACRES± COS AREA = 4.369 ACRES± R/W AREA = 0.828 ACRES± TOTAL AREA = 8.940 ACRES± 3. ZONING: CD-RC & RC SETBACKS: FRONT - 20' SIDE - 7' REAR - 5' MINIMUM LOT WIDTH - 50' MINIMUM LOT SIZE - 5,000 SQ. FT. 4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED. A FULL AND COMPLETE TITLE SEARCH WAS NOT PERFORMED FOR THIS SURVEY. 5. ALL SET CORNERS ARE #4 REBARS UNLESS OTHERWISE NOTED 6. THE PURPOSE OF THE STORM DRAINAGE EASEMENT (PSDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPED STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED 7. THIS PROPERTY IS GRAPHICALLY LOCATED PARTIALLY IN ZONE AE (SPECIAL FLOOD HAZARD AREA; BASE FLOOD ELEVATIONS DETERMINED) ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND PARTIALLY IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS IDENTIFIED ON FEMA FIRM COMMUNITY MAP AND PANEL 370037-3710563000K DATED 11/16/18 8. ABOVE GROUND EVIDENCE OF DEMOLITION LANDFILL OR DEVELOPMENTAL STUMP HOLES OBSERVED ON THE SUBJECT TRACT 9. THE NORTH CAROLINA GRID COORDINATES SHOWN ON THIS MAP WERE DERIVED BY REAL-TIME KINEMATIC GPS OBSERVATIONS USING TOPCON RECEIVERS AND PROCESSED USING NORTH CAROLINA GEODETIC SURVEY VIRTUAL REFERENCE SYSTEM. 10. TOTAL NUMBER OF LOTS THIS PLAT IS 23 11. TEMPORARY CUL-DE-SAC EASEMENT SHALL TERMINATE UPON RECORDATION OF PENDLETON, PHASE 2, MAP 1 PLAT. 12. LOTS 98-111 WILL BE REQUIRED TO MEET ARTICLE 4 - SECTION 4.7 OF THE CITY OF CONCORD DEVELOPMENT ORDINANCE. THOSE LOTS WILL BE SUBJECT TO THE EFFECTIVE FLOODPLAIN MAPS UNTIL THE LOWR-F IS APPROVED BY FEMA AND SUBJECT LOTS MAY BE NON-BUILDABLE DEPENDING ON THE COVERAGE OF THE APPLICABLE LOWR-F TO BE SUBMITTED ON BEHALF OF THE DEVELOPER.

- LEGEND EIR EXISTING IRON ROD SIR SET IRON ROD R/W RIGHT-OF-WAY DB DEED BOOK PG PAGE MB MAP BOOK N/F NOW OR FORMERLY AC ACRES ECM EXISTING CONCRETE MONUMENT CM CONCRETE MONUMENT CL CENTERLINE YR YEAR MBL MINIMUM BUILDING LINE (N.T.S.) NOT TO SCALE STE SIGHT TRIANGLE COS COMMON OPEN SPACE EOP EDGE OF PAVEMENT PSDE PUBLIC STORM DRAIN EASEMENT BFE BASE FLOOD ELEVATION
- LINE TYPE LEGEND PSDE PROPERTY LINE ADJOINING LINE (NOT SURVEYED) TIE LINE SSRW CENTERLINE 100 YEAR FLOOD LINE TOP OF BANK TEMPORARY CONSTRUCTION EASEMENT

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD NAME OF SUBDIVISION PENDLETON, PHASE 2, MAP 1 NAME OF STREETS IN SUBDIVISION WILLOW POND LANE SE SUBDIVIDER PENDLETON BOWMAN LLC 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 PUNISHMENT 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] REGISTERED PROFESSIONAL ENGINEER REGISTRATION NO. 020523 DATE 02-21-2019

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

I, HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTS THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON Dec 18, 2018

[Signature] CITY CLERK DATE 2/26/19 [Signature] FINANCE DIRECTOR DATE 2/24/19

REVIEW OFFICER

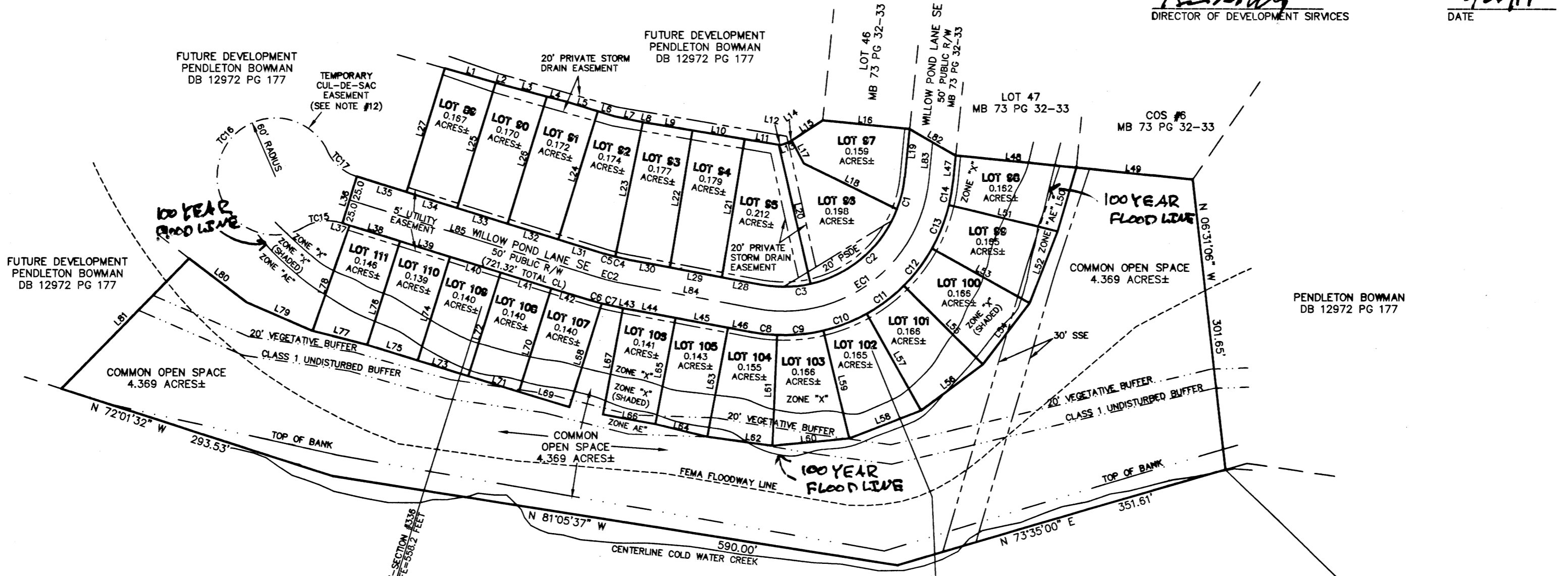
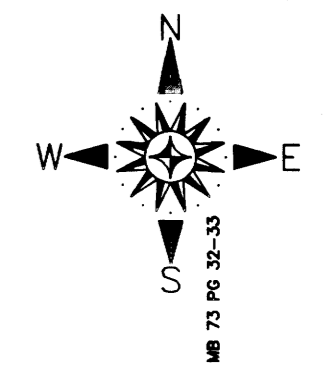
[Signature] REVIEW OFFICER OF CABARRUS COUNTY, I CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING DATE 2/26/19

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 ALL 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 ACCORDABLE MANNER AND ACCORDING TO SPECIFICATIONS AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA [Signature] DIRECTOR OF ENGINEERING DATE 2/25/19

CERTIFICATE OF FINAL PLAT APPROVAL

I, HEREBY CERTIFY THAT PHASE 2 MAP 1 PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE PENDLETON SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 2/24/19 [Signature] DIRECTOR OF DEVELOPMENT SERVICES DATE 2/26/19



LINE TABLE

LINE	BEARING	LENGTH
L1	N74°15'20"W	54.52'
L2	N74°15'20"W	8.48'
L3	N75°12'27"W	46.08'
L4	N75°12'27"W	19.49'
L5	N73°17'17"W	35.02'
L6	N73°17'17"W	18.13'
L7	N78°29'55"W	29.58'
L8	N78°29'55"W	4.89'
L9	N80°45'37"W	46.79'
L10	N80°45'37"W	54.50'
L11	N80°45'37"W	35.48'
L12	N80°45'37"W	2.14'
L13	S70°51'31"W	8.84'
L14	N58°55'15"E	3.80'
L15	N58°55'15"E	37.80'
L16	N84°21'18"W	30.00'
L17	N27°56'52"W	28.58'
L18	N64°01'07"W	108.90'
L19	N05°38'42"E	49.47'
L20	N13°03'38"W	146.33'
L21	N09°14'23"E	143.55'
L22	N09°14'23"E	142.35'
L23	N11°30'05"E	140.98'
L24	S17°06'39"W	137.62'
L25	S17°06'39"W	134.53'
L26	S17°06'39"W	136.59'
L27	S17°06'39"W	133.23'
L28	S79°30'10"E	41.43'
L29	S79°30'10"E	54.51'
L30	S79°30'10"E	43.58'
L31	S72°53'21"E	49.08'
L32	S72°53'21"E	54.50'
L33	S72°53'21"E	54.50'
L34	S72°53'21"E	54.50'
L35	S72°53'21"E	53.75'
L36	S17°06'39"W	50.00'
L37	N72°53'21"W	7.73'
L38	N72°53'21"W	54.31'
L39	N72°53'21"W	54.00'
L40	N72°53'21"W	54.90'
L41	N72°53'21"W	54.68'
L42	N72°53'21"W	41.13'
L43	N79°30'10"W	3.78'
L44	N79°30'10"W	55.00'
L45	N79°30'10"W	55.00'
L46	N79°30'10"W	25.74'
L47	S05°38'42"W	27.11'
L48	N84°21'18"W	125.00'
L49	S84°20'09"E	120.08'
L50	N18°28'19"E	87.88'
L51	N76°30'48"W	115.00'
L52	N21°15'17"E	79.21'
L53	N60°49'08"W	115.11'
L54	N37°08'38"E	79.57'
L55	N45°03'05"W	115.00'
L56	N52°48'55"E	79.55'
L57	N29°15'05"W	115.01'
L58	N68°35'56"E	79.55'
L59	N13°31'03"W	115.00'
L60	N84°21'57"E	79.55'
L61	N02°14'58"E	115.00'
L62	S82°03'12"E	87.41'
L63	N10°29'50"E	115.00'
L64	S78°22'50"E	55.08'
L65	N10°29'50"E	112.00'
L66	S79°30'10"E	55.00'
L67	N10°29'50"E	112.00'
L68	N17°06'40"E	112.09'
L69	S73°07'36"E	54.50'
L70	N17°11'33"E	112.00'
L71	S72°53'21"E	54.52'
L72	N17°07'08"E	112.01'
L73	S72°53'21"E	54.51'
L74	N17°07'35"E	112.00'
L75	S72°53'21"E	54.47'
L76	N17°22'00"E	112.00'
L77	S75°51'07"E	58.04'
L78	N19°10'43"E	115.07'
L79	S88°25'43"E	74.25'
L80	S52°48'55"E	74.40'
L81	N44°20'53"E	188.23'
L82	S80°15'50"E	54.77'

CENTERLINE LINE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
L83	N05°38'42"E	38.29'			
L84	N79°30'10"W	139.52'			
L85	N72°53'21"W	286.33'			

CENTERLINE CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
EC1	150.00'	248.32'	220.92'	N53°04'16"E	94°51'09"
EC2	250.00'	28.88'	28.84'	S75°11'45"E	8°38'49"

TEMP. CUL-DE-SAC ESMT. CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
TC15	50.00'	38.45'	44.12'	S81°28'12"W	52°20'15"
TC16	60.00'	277.37'	88.57'	N17°12'32"E	284°52'02"
TC17	50.00'	28.88'	44.12'	S45°41'48"E	52°20'15"

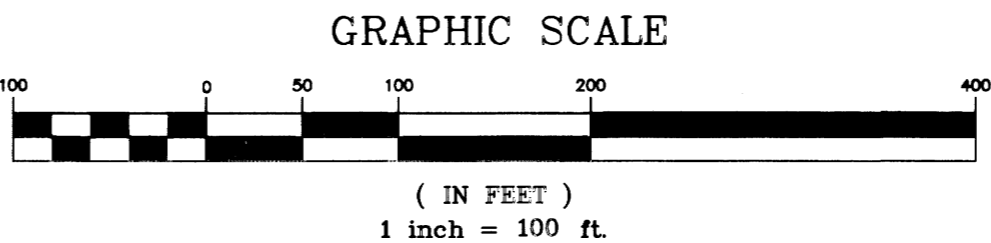
NOW OR FORMERLY ANA MARIA & ALAN G MISENHEIMER DB 7478 PG 285

FILED Feb 26, 2019 03:09 pm BOOK 00079 PAGE 0099 THRU 0099 INSTRUMENT # 04280 EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

State of North Carolina County of Mecklenburg I, T. Michael Green, Jr., certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 12972 Page 177 as recorded in the Cabarrus County Public Registry; that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision is a minimum of 1:10,000, that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and seal this 20th day of February, 2019.

[Signature] T. MICHAEL GREEN, JR., PLS NC PLS License No. L-4821



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

OWNER-PENDLETON BOWMAN LLC [Signature] DATE 2/26/19

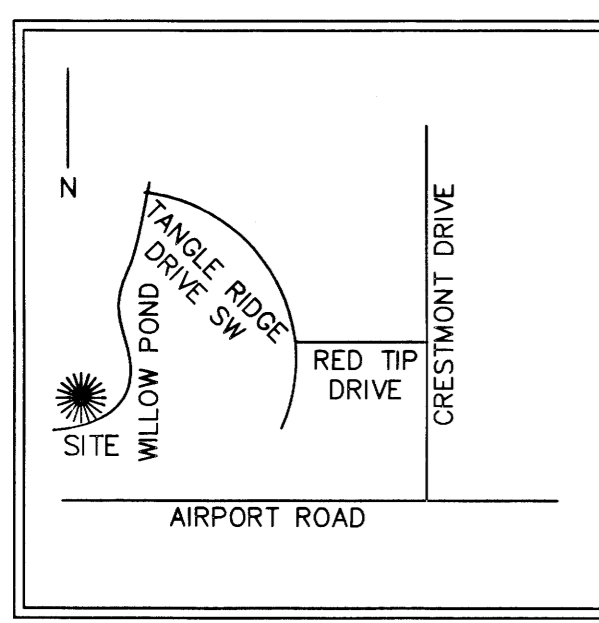
STATE OF NORTH CAROLINA AND MECKLENBURG COUNTY I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS 21 DAY OF FEBRUARY 2019. [Signature] NOTARY PUBLIC

FINAL PLAT PENDLETON, PHASE 2 MAP 1 Title: OWNER: PENDLETON BOWMAN LLC 13815 CINNABAR PL HUNTERSVILLE, NC 28078 DB 12972 PG 177 Location: CITY OF CONCORD, TOWNSHIP 11 COUNTY OF CABARRUS, STATE OF NORTH CAROLINA Date: 9/21/18 Drawn By: JDA Checked By: Job No. DCA/CAD No. PH2MP1.DWG

DELTA LAND SERVICES, INC. FIRM LICENSE #C-735 608-G Matthews Mint Hill Road MATTHEWS, NORTH CAROLINA 28105 PHONE NUMBER (704) 847-4700

#	DATE	BY	REVISION
2	1/8/19	TMG	ADDRESS MUNICIPAL COMMENTS
1	12/17/18	TMG	ADDRESS MUNICIPAL COMMENTS

BE-50 P107



VICINITY MAP (N.T.S.)

NOTES:
1. SUBJECT PARCELS: A PORTION OF-5630928070000

2. AREA CALCULATED BY COORDINATE GEOMETRY METHOD.
LOT AREA = 2.659 ACRES±
COS AREA = 1.272 ACRES±
TOTAL AREA = 3.931 ACRES±

3. ZONING: CD-RC & RC
SETBACKS:
FRONT - 20'
SIDE - 7'
REAR - 5'
CORNER SIDE YARD: 20'
MINIMUM LOT WIDTH - 50'
MINIMUM LOT SIZE - 5,000 SQ. FT.

4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED, A FULL AND COMPLETE TITLE SEARCH WAS NOT PERFORMED FOR THIS SURVEY.
5. ALL SET CURVES ARE #4 REBARS UNLESS OTHERWISE NOTED

6. THE PURPOSE OF THE PUBLIC STORM DRAINAGE EASEMENT (PSDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPED STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED

8. THIS PROPERTY IS GRAPHICALLY LOCATED ENTIRELY IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS IDENTIFIED ON FEMA FIRM COMMUNITY MAP AND PANEL 370037-3710563000K DATED 11/16/18

10. THE NORTH CAROLINA GRID COORDINATES SHOWN ON THIS MAP WERE DERIVED BY REAL-TIME KINEMATIC GPS OBSERVATIONS USING TOPCON RECEIVERS AND PROCESSED USING NORTH CAROLINA GEODETIC SURVEY VIRTUAL REFERENCE SYSTEM.
11. TOTAL NUMBER OF LOTS THIS PLAT = 15

13. LOTS 112-128 WILL BE REQUIRED TO MEET ARTICLE 4 - SECTION 4.7 OF THE CITY OF CONCORD DEVELOPMENT ORDINANCE. THOSE LOTS WILL BE SUBJECT TO THE EFFECTIVE FLOODPLAIN MAPS UNTIL THE LOMR-F IS APPROVED BY FEMA AND SUBJECT LOTS MAY BE NON-BUILDABLE DEPENDING ON THE COVERAGE OF THE APPLICABLE LOMR-F TO BE SUBMITTED ON BEHALF OF THE DEVELOPER.

LEGEND

EIR	EXISTING IRON ROD
SIR	SET IRON ROD
R/W	RIGHT-OF-WAY
DB	DEED BOOK
PG	PAGE
MB	MAP BOOK
N/F	NOW OR FORMERLY
AC	ACRES
ECM	EXISTING CONCRETE MONUMENT
CM	CONCRETE MONUMENT
CL	CENTERLINE
YR	YEAR
MBL	MINIMUM BUILDING LINE
(N.T.S.)	NOT TO SCALE
STE	SIGHT TRIANGLE
COS	COMMON OPEN SPACE
EOP	EDGE OF PAVEMENT
PSDE	PUBLIC STORM DRAIN EASEMENT
BFE	BASE FLOOD ELEVATION

LINETYPE LEGEND

---	PSDE
---	PROPERTY LINE
---	ADJOINING LINE (NOT SURVEYED)
---	TIE LINE
---	SSRW
---	CENTERLINE
---	100 YEAR FLOOD LINE
---	TOP OF BANK

CENTERLINE LINE TABLE

LINE	BEARING	DISTANCE
EC1	S 72°53'21" E	54.32'
EC2	S 81°38'10" E	43.01'
EC3	S 81°38'10" E	195.59'
EC4	N 10°54'24" E	135.09'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
TC1	502.65'	160.00'	179°59'59"	N 17°06'39" E	320.00'
TC2	14.96'	250.00'	3°25'41"	N 79°55'19" W	14.96'

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS
Jun 20 2019 11:13 am
BOOK 00080
PAGE 0107 THRU 0107
INSTRUMENT # 15097
EXCISE TAX \$0.00

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

NOW OR FORMERLY
ANA MARIA & ALAN G MISENHEIMER
DB 7478 PG 285

STATE OF North Carolina AND Mecklenburg COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT
Ronan Bowman PERSONALLY APPEARED BEFORE ME THIS DATE
AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS
MY HAND AND OFFICIAL STAMP OR SEAL, THIS 3 DAY OF June
(Ronan Bowman)
NOTARY PUBLIC

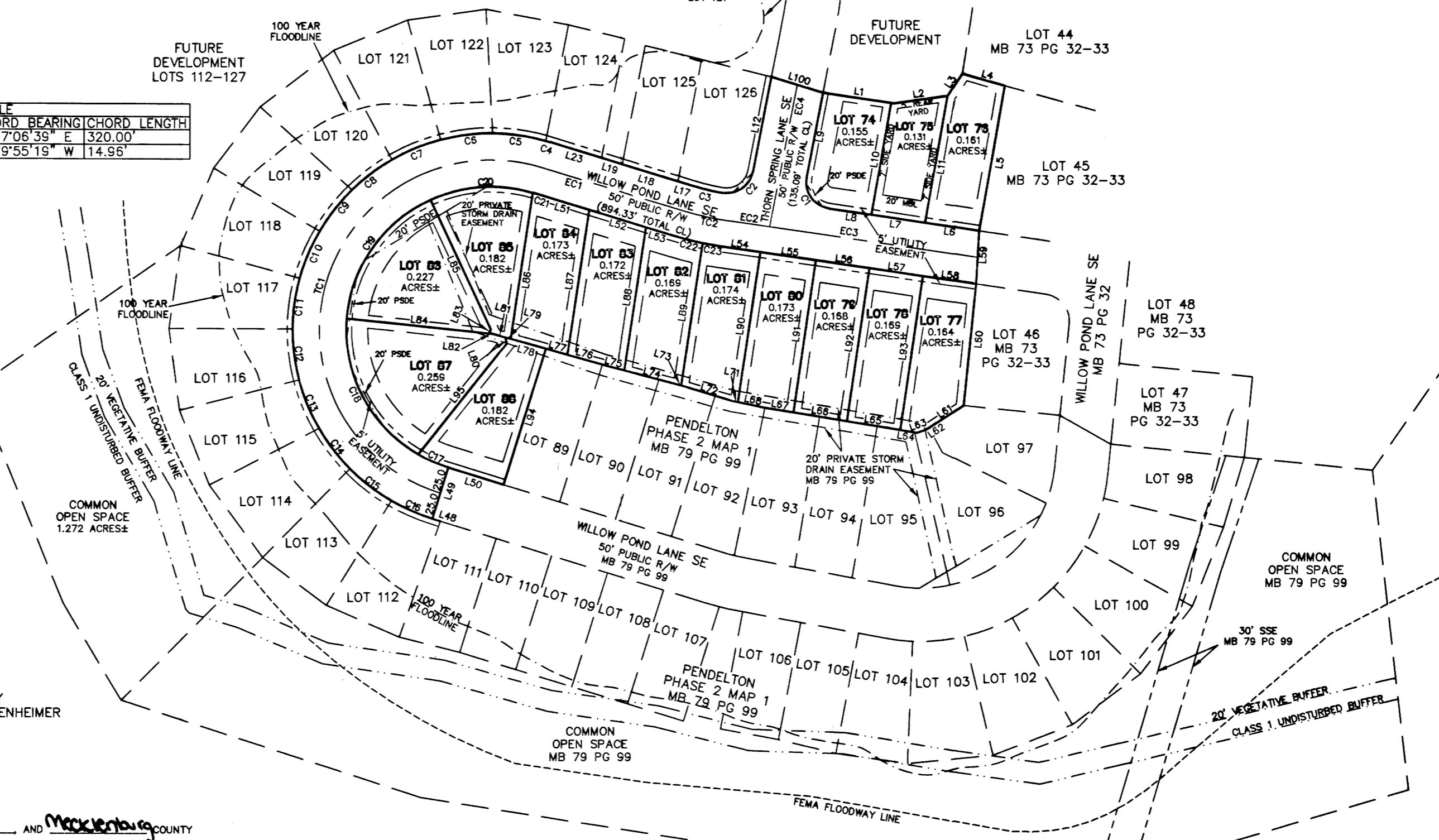
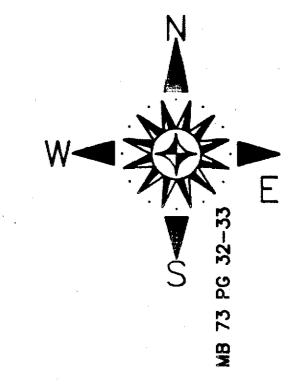
CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS
CITY OF CONCORD
NAME OF SUBDIVISION
PENDLETON, PHASE 2, MAP 2
NAME OF STREETS IN SUBDIVISION
WILLOW POND LANE SE
THORN SPRING LANE
SUBDIVIDER
PENDLETON BOWMAN LLC
I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET, STORM DRAINAGE, 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 PUNISHMENT 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:
H. Williams
REGISTERED PROFESSIONAL ENGINEER
030523 2019-06-03
REGISTRATION NO. DATE

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
I, HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTS THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON Dec. 13, 2018
Kimi A. Deane 6-19-19
CITY CLERK DATE
I HEREBY CERTIFY THAT ALL FEES FOR PENDLETON PHASE 2 MAP 1 HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE
T. Michael Green 6/19/19
FINANCE DIRECTOR DATE

REVIEW OFFICER
Greg Beck
REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING
Greg Beck (704) 06/20/2019
REVIEW OFFICER DATE

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS
I, HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND ALL 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 SPECIFICATIONS AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA
M. S. ... 6/19/19
DIRECTOR OF ENGINEERING DATE

CERTIFICATE OF FINAL PLAT APPROVAL
I, HEREBY CERTIFY THAT PHASE 2 MAP 1 PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE PENDLETON SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 6/19/19
K. ... 6/19/19
DIRECTOR OF DEVELOPMENT SERVICES DATE



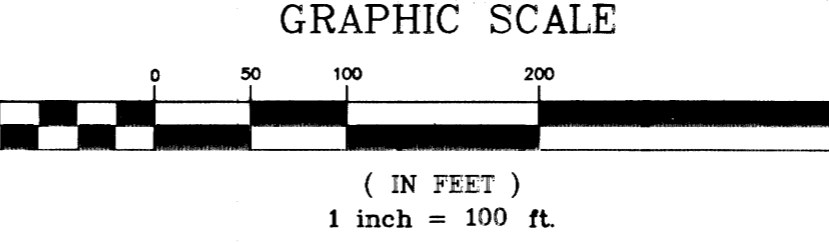
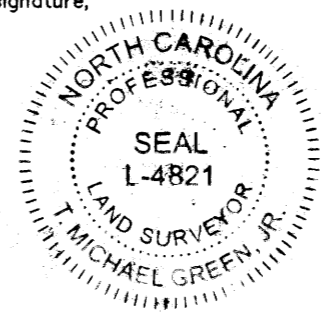
LINE BEARING LENGTH

L1	S81°38'10"W	64.21'
L2	N81°43'34"E	49.90'
L3	N33°28'39"E	24.34'
L4	N74°46'03"W	40.95'
L5	N09°53'23"E	137.67'
L6	N81°38'10"W	50.52'
L7	N81°38'10"W	50.52'
L8	N81°38'10"W	39.98'
L9	N10°54'24"E	20.13'
L10	N09°53'23"E	108.22'
L11	N09°53'23"E	120.51'
L12	N10°54'24"E	89.80'
L13	S72°53'21"E	13.71'
L14	S72°53'21"E	54.32'
L15	S72°53'21"E	20.12'
L16	S72°53'21"E	49.97'
L17	N72°53'21"W	7.74'
L18	S72°53'21"E	50.00'
L19	S72°53'21"E	53.75'
L20	N72°53'21"W	53.51'
L21	N72°53'21"W	55.14'
L22	N72°53'21"W	29.47'
L23	N81°38'10"W	38.06'
L24	N81°38'10"W	52.21'
L25	N81°38'10"W	50.50'
L26	N81°38'10"W	50.50'
L27	N81°38'10"W	49.88'
L28	N03°02'49"E	50.22'
L29	N05°30'27"E	114.85'
L30	S58°51'58"W	37.83'
L31	S58°51'58"W	3.60'
L32	S70°51'31"W	8.84'
L33	N80°45'37"W	15.57'
L34	N80°45'37"W	50.51'
L35	N80°45'37"W	50.51'
L36	N80°45'37"W	27.10'
L37	N78°04'06"W	25.73'
L38	N78°29'55"W	3.88'
L39	N73°17'15"W	51.19'
L40	N73°17'15"W	5.98'
L41	N75°12'28"W	52.89'
L42	N75°12'28"W	12.58'
L43	N74°15'20"W	42.27'
L44	N74°15'20"W	20.73'
L45	N74°15'20"W	34.23'
L46	N74°15'20"W	5.36'
L47	N74°15'20"W	5.89'
L48	N74°15'20"W	11.50'
L49	N84°02'15"W	3.78'
L50	S21°34'11"W	4.49'
L51	N84°02'15"W	133.27'
L52	N24°45'38"W	134.02'
L53	S08°21'50"W	138.20'
L54	S08°21'50"W	137.08'
L55	S08°21'50"W	136.35'
L56	S08°21'50"W	135.36'
L57	S08°21'50"W	142.52'
L58	N08°08'31"E	144.53'
L59	N08°08'31"E	145.30'
L60	N08°08'31"E	146.08'
L61	S17°06'39"E	133.23'
L62	S38°18'05"W	133.03'
L63	S72°58'35"E	50.89'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	25.00'	40.38'	36.13'	S35°21'53"E	92°32'34"
C2	25.00'	38.76'	35.00'	N55°19'33"E	88°50'19"
C3	225.00'	28.93'	28.91'	S75°34'19"E	72°1'57"
C4	185.00'	4.35'	4.34'	N73°33'43"W	1°20'44"
C5	185.00'	49.85'	49.79'	N81°58'08"W	15°28'07"
C6	185.00'	48.97'	48.83'	S82°42'54"W	15°10'00"
C7	185.00'	49.06'	48.94'	S87°31'52"W	15°12'07"
C8	185.00'	48.92'	48.80'	S92°39'45"W	14°31'58"
C9	185.00'	49.40'	49.25'	S37°44'55"W	151°7'52"
C10	185.00'	49.24'	49.10'	S23°37'42"W	145°8'28"
C11	185.00'	48.26'	48.14'	S07°40'53"W	14°57'10"
C12	185.00'	48.52'	48.38'	S07°18'32"E	15°01'41"
C13	185.00'	49.08'	48.94'	S22°25'26"E	15°12'04"
C14	185.00'	47.57'	47.44'	S37°23'29"E	14°43'59"
C15	185.00'	49.09'	48.95'	S52°21'35"E	15°12'13"
C16	185.00'	41.74'	41.65'	S85°25'31"E	12°55'39"
C17	135.00'	30.63'	30.56'	S66°23'21"E	12°56'59"
C18	135.00'	151.70'	143.85'	S27°41'49"E	84°23'07"
C19	135.00'	142.97'	138.38'	S34°50'03"W	80°40'37"
C20	135.00'	87.18'	85.10'	S85°47'45"W	41°14'48"
C21	135.00'	1.83'	1.83'	N73°14'08"W	0°41'31"
C22	275.00'	25.53'	25.52'	S75°32'55"E	51°9'08"
C23	275.00'	16.45'	16.45'	S79°55'19"E	3°25'41"

State of North Carolina
County of Mecklenburg
I, T. Michael Green, Jr., certify that this plat was drawn under my supervision from an actual field survey made under my supervision of Deed Book 12972 Page 177 as recorded in the Cabarrus County Public Registry, that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision is a minimum of 1:10,000, that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and seal this 18th day of March, 2019.
T. Michael Green, Jr. 6/31/19
T. MICHAEL GREEN, JR., PLS
NC PLS License No. L-4821



FINAL PLAT
PENDLETON, PHASE 2 MAP 2

Title: _____

OWNER: _____

PENDLETON BOWMAN LLC
13815 CINNABAR PL
HUNTERSVILLE, NC 28078
DB 12972 PG 177

Location: _____

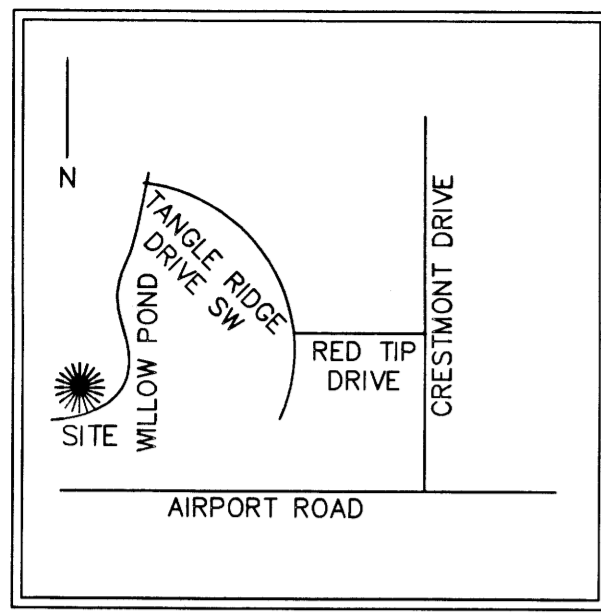
CITY OF CONCORD, TOWNSHIP 11
COUNTY OF CABARRUS, STATE OF NORTH CAROLINA

Date: 10/08/18 Drawn By: JGA Checked By: _____ Job No. _____ DCA/CAD No. _____ NEW.LOTS.DWG

#	DATE	BY	REVISION
3	5/22/19	TMG	ADDRESS MUNICIPAL COMMENTS
3	5/03/19	JDA	REMOVE FLOOD LOTS PER COUNTY COMMENTS
2	3/18/19	TMG	ADDRESS MUNICIPAL COMMENTS
1	2/7/19	TMG	ADDRESS MUNICIPAL COMMENTS

DELTA LAND SERVICES, INC.
FIRM LICENSE #C-735
608-G Matthews Mint Hill Road
MATTHEWS, NORTH CAROLINA 28105
PHONE NUMBER (704) 847-4700

BK8213 Lolo



VICINITY MAP (N.T.S.)

- NOTES: 1. SUBJECT PARCELS: A PORTION OF 56309205520000 2. AREA CALCULATED BY COORDINATE GEOMETRY METHOD. 3. ZONING: CD-RC & RC SETBACKS: FRONT - 20' SIDE - 7' REAR - 5' CORNER SIDE YARD: 20' MINIMUM LOT WIDTH - 50' MINIMUM LOT SIZE - 5,000 SQ. FT. 4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED. A FULL AND COMPLETE TITLE SEARCH WAS NOT PERFORMED FOR THIS SURVEY. 5. ALL SET CORNERS ARE #4 REBARS UNLESS OTHERWISE NOTED 6. THE PURPOSE OF THE PUBLIC STORM DRAINAGE EASEMENT (PSDE) IS TO PROVIDE STORM WATER CONVEYANCE... 7. THIS PROPERTY IS GRAPHICALLY LOCATED PARTIALLY IN ZONE AE (SPECIAL FLOOD HAZARD AREA)...

- LEGEND: EIR EXISTING IRON ROD SIR SET IRON ROD R/W RIGHT-OF-WAY DB DEED BOOK PG PAGE MB MAP BOOK N/F NOW OR FORMERLY AC ACRES ECM EXISTING CONCRETE MONUMENT CM CONCRETE MONUMENT CLR CENTERLINE YR YEAR MBL MINIMUM BUILDING LINE (N.T.S.) NOT TO SCALE STE SIGHT TRIANGLE COS COMMON OPEN SPACE EOP EDGE OF PAVEMENT PSDE PUBLIC STORM DRAIN EASEMENT BFE BASE FLOOD ELEVATION SDE STORM DRAIN EASEMENT

- LINETYPE LEGEND: PSDE PROPERTY LINE ADJOINING LINE (NOT SURVEYED) TIE LINE SSWW CENTERLINE 100 YEAR FLOOD LINE

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION I, HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTS THE OFFERS OF DEDICATION SHOWN ON THIS PLAN BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 12-9-19 DATE

STATE OF NORTH CAROLINA AND COUNTY OF CABARRUS COUNTY I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT I PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS 12/9/19 DAY OF

CERTIFICATE OF FEE PAYMENT I, HEREBY CERTIFY THAT ALL FEES FOR PENDLETON PHASE 2 MAP 4 HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE. DATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS 12/9/19 DAY OF

12/9/19 DATE

NOW OR FORMERLY GARY W LATON LLC DB 12923 PG 130

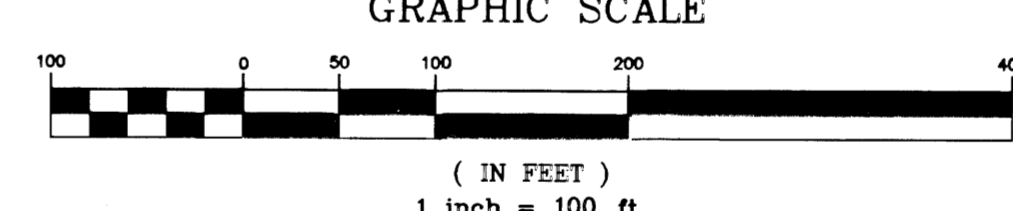
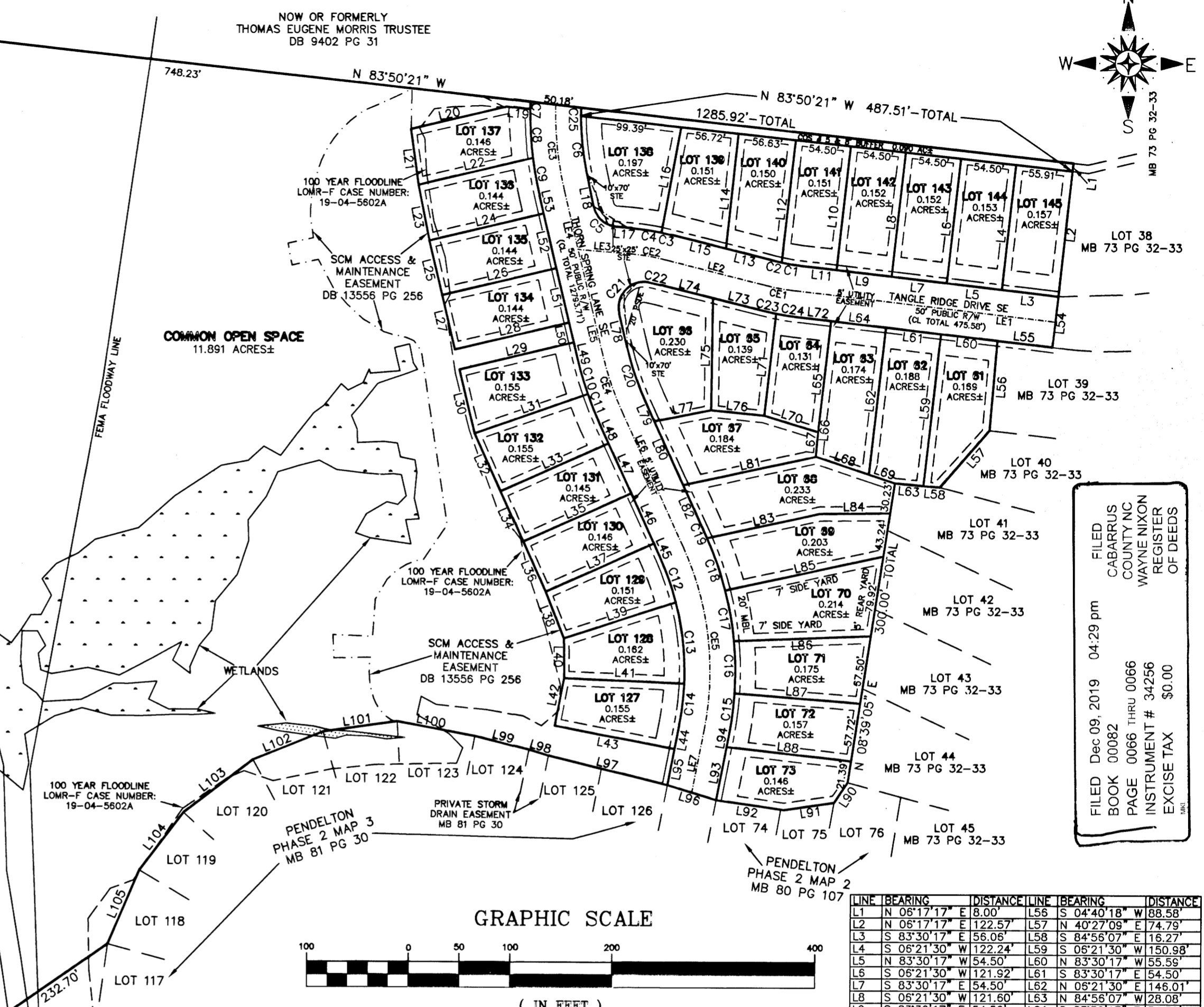
NOW OR FORMERLY ANA MARIA & ALAN G MISENHEIMER DB 7478 PG 285

CITY OF CONCORD NAME OF SUBDIVISION PENDLETON, PHASE 2, MAP 4 NAME OF STREETS IN SUBDIVISION TANGLE RIDGE DRIVE SE THORN SPRING LANE SE

REGISTERED PROFESSIONAL ENGINEER SEAL 030523 11-19-2019 REGISTRATION NO. DATE

CERTIFICATE OF FINAL PLAN APPROVAL I, HEREBY CERTIFY THAT PHASE 2 MAP 4 PLAN IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAN FOR THE PENDLETON SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR WITH THE CONCURRENT REVIEW OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 12/9/19

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 ALL 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 SPECIFICATIONS AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA



CERTIFICATION OF OWNERSHIP AND OFFER OF DEDICATION I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this 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.

11/19/19 DATE OWNER-PENDLETON BOWMAN LLC 11/19/19 DATE OWNER-NVR INC

FINAL PLAT PENDLETON, PHASE 2 MAP 4. Title: PENDLETON BOWMAN LLC 13815 CINNABAR PL HUNTERSVILLE, NC 28078 DB 12972 PG 177. Location: CITY OF CONCORD, TOWNSHIP 11 COUNTY OF CABARRUS, STATE OF NORTH CAROLINA. Date: 0/19/19

REVIEW OFFICER Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING. DATE 12/9/19

Table with columns: #, DATE, BY, REVISION. Includes entries for 2/9/19/19 KEK ADDRESS MUNICIPAL COMMENTS and 8/29/19 TMG ADDRESS MUNICIPAL COMMENTS.

State of North Carolina County of Mecklenburg I, T. Michael Green, Jr., certify that this plot was drawn under my supervision from an actual field survey made under my supervision of Deed Book 12972 Page 177 as recorded in the Cabarrus County Public Registry, that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision is a minimum of 1:10,000, that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; and that this plot was prepared in accordance with GS 47-30 as amended. Witness my original signature, registration number and seal this 19th day of November, 2019.

T. Michael Green, Jr. 11/19/19 T. MICHAEL GREEN, JR., PLS NC PLS License No. L-4821

Table with columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Lists curve data for lots C1 through C25.

Table with columns: LINE, BEARING, DISTANCE. Lists line bearings and distances for lots L1 through L55.

FILED Dec 09, 2019 04:29 pm CABARRUS COUNTY NC WAYNE NIXON REGISTER EXCISE TAX \$0.00

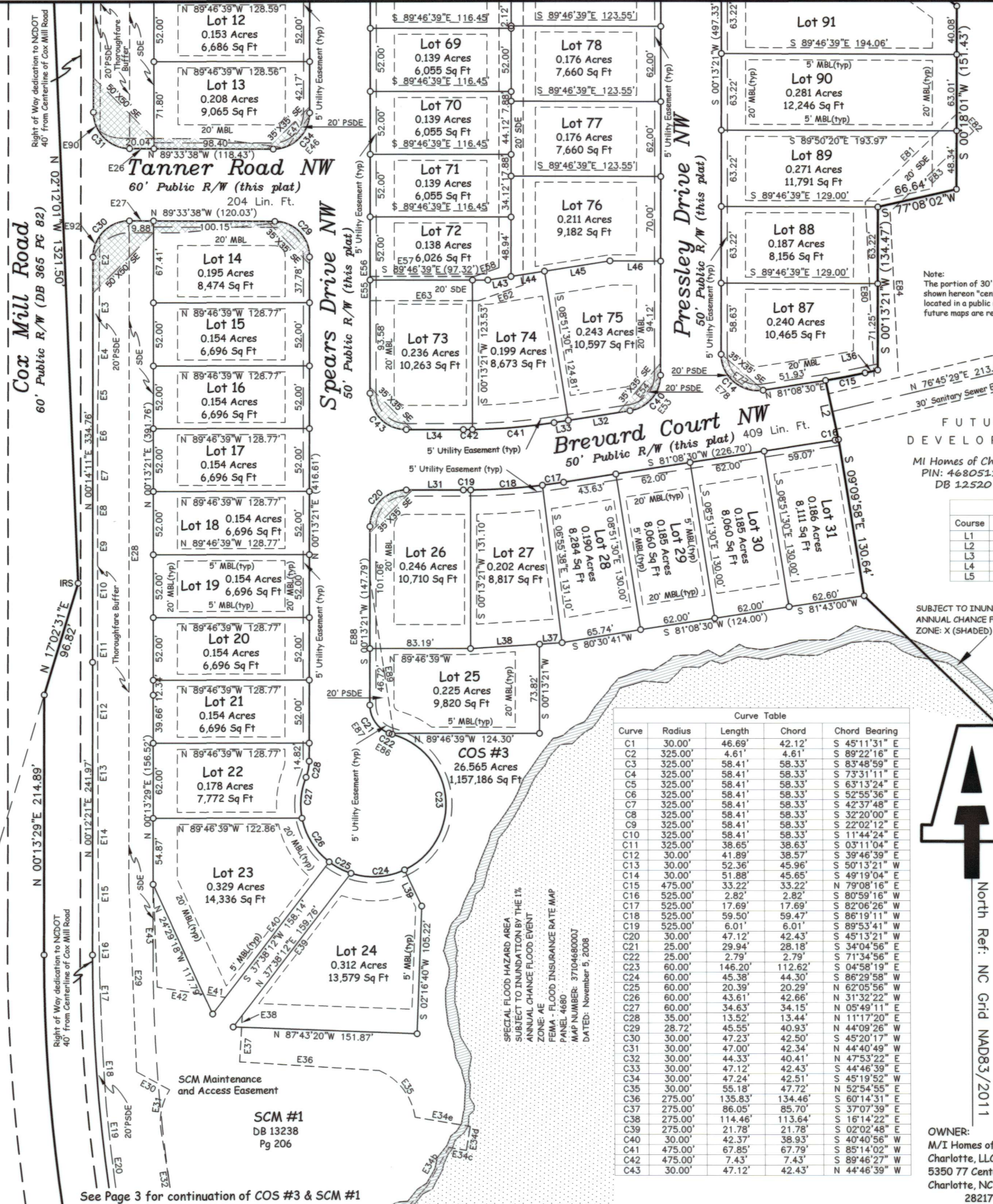


MEMORADUM

DATE: Thursday, March 25, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Edenton at Cox Mill PH 1 MP 1 & 2
 PROJECT NUMBER: 2017-030
 DEVELOPER: M/I Homes
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021

Street	Length in LF	ROW width	Plat
Pressley Drive NW	141.00	60.00	PH 1 MP 1
Pressley Drive NW	1200.00	50.00	PH 1 MP 1
Tanner Road NW	204.00	60.00	PH 1 MP 1
Spears Drive NW	1322.00	50.00	PH 1 MP 1
Brevard Court NW	509.00	50.00	PH 1 MP 1
Brevard Court NW	959.00	50.0	PH 1 MP 2
TOTAL	4,335.00		

Course	Bearing	Distance
E1	S 00°24'54" W	693.66'
E2	S 00°24'54" W	38.56'
E3	S 00°33'32" W	40.25'
E4	S 01°22'32" W	35.58'
E5	S 01°12'17" W	33.16'
E6	S 00°09'18" W	34.38'
E7	S 00°09'18" W	31.27'
E8	S 00°09'18" W	26.32'
E9	S 00°09'18" W	27.66'
E10	S 00°09'18" W	50.11'
E11	S 00°12'22" W	49.77'
E12	S 00°01'52" W	50.98'
E13	S 00°03'18" E	51.94'
E14	S 00°07'32" W	52.52'
E15	S 00°19'24" E	44.59'
E16	S 00°57'45" E	45.70'
E17	S 01°51'01" E	43.84'
E18	S 03°17'53" E	63.63'
E19	S 05°57'46" E	38.65'
E20	S 07°02'50" E	20.34'
E21	S 10°24'05" E	105.21'
E22	S 77°56'21" W	6.65'
E23	N 89°46'39" W	20.09'
E24	S 05°33'22" W	78.77'
E25	S 00°11'08" W	643.30'
E26	S 89°33'38" E	20.00'
E27	N 89°46'39" W	20.00'
E28	S 00°13'24" W	548.28'
E29	S 02°10'39" E	155.03'
E30	S 61°01'10" E	31.06'
E31	Radius: 48.72'	Arc: 34.97'
E32	Chord: S 12°12'16" W	34.23'
E33	S 08°51'45" E	78.29'
E33a	S 09°25'54" E	10.16'
E33b	Radius: 75.00'	Arc: 165.46'
E33c	Chord: S 72°41'58" E	133.89'
E34	N 44°05'54" E	107.73'
E34a	N 41°40'03" E	4.98'
E34b	N 29°47'08" E	35.85'
E34c	S 80°26'25" E	14.55'
E34d	N 09°33'34" E	20.00'
E34e	N 80°26'25" W	46.11'
E35	Radius: 50.00'	Arc: 50.94'
E35a	Chord: N 37°15'19" W	48.77'
E36	N 86°13'03" W	115.41'
E37	N 03°21'49" E	28.74'
E38	N 03°21'49" E	10.03'
E39	N 37°38'12" E	147.47'
E40	S 37°38'12" W	140.89'
E41	N 81°02'21" W	18.27'
E42	N 81°02'21" W	38.58'
E43	N 02°09'44" W	84.74'
E44	Radius: 30.00'	Arc: 35.10'
E44a	Chord: S 44°47'59" E	33.13'
E45	N 44°47'59" W	33.13'
E46	Radius: 30.00'	Arc: 32.06'
E46a	Chord: S 35°33'49" W	30.55'
E47	N 35°33'49" E	30.55'
E48	Radius: 275.00'	Arc: 76.14'
E48a	Chord: S 37°43'56" E	75.90'
E49	N 37°43'56" W	75.90'
E50	Radius: 275.00'	Arc: 75.10'
E50a	Chord: S 12°08'22" E	74.87'
E51	S 02°33'09" E	16.92'
E52	N 10°22'35" W	91.60'
E53	Radius: 30.00'	Arc: 40.74'
E53a	Chord: S 39°30'52" W	37.68'
E54	N 39°30'52" E	37.68'
E55	N 00°13'21" E	17.00'
E56	N 00°13'21" E	3.00'
E57	S 89°46'39" E	86.06'
E58	N 70°53'55" E	21.60'
E59	N 00°13'21" E	627.75'
E60	S 89°46'39" E	20.00'
E61	S 00°13'21" W	641.93'
E62	S 70°53'55" W	39.19'
E63	N 89°46'39" W	89.47'
E64	Radius: 30.00'	Arc: 28.64'
E64a	Chord: N 48°36'42" W	27.56'
E65	S 48°36'42" E	27.56'
E66	N 11°44'24" W	18.54'
E67	S 61°54'24" W	3.65'
E68	N 28°05'36" W	124.87'
E69	N 07°06'21" W	52.18'
E70	N 82°53'39" E	20.00'
E71	S 07°06'21" E	48.48'
E72	S 28°05'36" E	121.17'
E73	S 61°54'24" W	16.35'
E74	S 79°46'39" E	32.09'
E75	S 00°13'21" W	2.09'
E76	N 76°09'14" W	32.52'
E77	Radius: 30.00'	Arc: 23.36'
E77a	Chord: S 55°45'29" E	22.77'
E78	N 55°45'29" W	22.77'
E79	S 77°08'02" W	3.25'
E80	N 02°41'32" W	139.37'
E81	N 45°55'01" E	105.36'
E82	S 44°04'59" E	20.00'
E83	S 45°55'01" W	96.32'
E84	S 02°41'32" E	126.75'
E85	S 77°08'02" W	17.07'
E86	Radius: 60.00'	Arc: 1.45'
E86a	Chord: N 74°05'08" W	1.45'
E87	Radius: 25.00'	Arc: 32.72'
E87a	Chord: N 37°16'38" W	30.44'
E88	N 00°13'21" E	105.49'
E89	S 08°29'20" E	131.55'
E90	Radius: 30.00'	Arc: 18.45'
E90a	Chord: N 17°24'50" W	18.16'
E91	Radius: 30.00'	Arc: 12.48'
E91a	Chord: N 17°28'19" E	12.39'
E92	Radius: 30.00'	Arc: 18.53'
E92a	Chord: N 17°56'03" E	18.24'



See Page 1 for continuation of Sanitary Sewer Easement

See Page 1 for continuation of Spears Drive NW, Pressley Drive NW and more Lots

North Carolina Professional Seal
JEFFREY C. ALLEN
LAND SURVEYOR
L-3810
11-9-18

Note: The portion of 30' Sanitary Sewer Easement shown hereon "centered 15±15", will be located in a public road right-of-way when future maps are recorded.

Refer to Page 5 for SDE and SCM #2

FUTURE DEVELOPMENT
MI Homes of Charlotte, LLC.
PIN: 46805114550000
DB 12520 PG 273

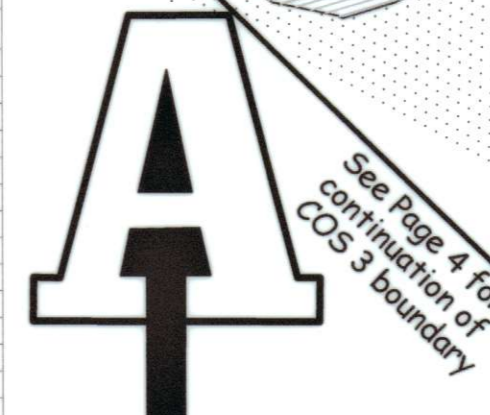
Call Table

Course	Bearing	Distance
L1	S 11°44'24" E	22.28'
L2	S 12°05'12" E	50.07'
L3	S 53°32'35" E	41.57'
L4	S 00°13'21" W	38.65'
L5	S 53°32'35" E	39.15'

SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

Call Table

Course	Bearing	Distance
L27	N 20°44'56" W	85.53'
L28	S 69°16'14" W	11.30'
L29	S 82°51'35" E	41.51'
L30	S 00°13'21" W	11.75'
L31	N 89°46'39" W	47.18'
L32	S 81°08'30" W	51.52'
L33	S 81°08'30" W	11.86'
L34	N 89°46'39" W	47.18'
L35	S 11°44'24" E	60.61'
L36	S 77°08'02" W	10.67'
L37	S 86°23'19" W	18.70'
L38	S 86°23'19" W	57.13'
L39	S 25°10'00" E	33.28'
L40	S 41°15'31" E	45.82'
L41	S 27°45'43" E	18.04'
L42	S 27°45'43" E	8.91'
L43	N 81°08'30" E	19.37'
L44	N 81°08'30" E	28.06'
L45	N 81°08'30" E	54.67'
L46	S 89°46'39" E	41.85'



SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT ZONE: AE FLOOD INSURANCE RATE MAP PANEL 4680 MAP NUMBER: 3704680007 DATED: November 5, 2008

See Page 3 for continuation of COS #3 & SCM #1

Page 2 of 5
Final Plat

Edenton at Cox Mill Map 1

77 Single-Family Lots and 3 COS Lots
No 2 Township - Cabarrus County
Concord, NORTH CAROLINA

SCALE 1"=60' DATE 11/19/18 JOB # 0708 DRAWN MCF

Allen geomatics
LAND SURVEYING

OWNER: M/I Homes of Charlotte, LLC
5350 77 Center Dr Charlotte, NC 28217

Allen Geomatics, P.C. (C-3191)
PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com

FUTURE DEVELOPMENT

MI Homes of Charlotte, LLC.
PIN: 46805114550000
DB 12520 PG 273

SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

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

S&D Coffee, Inc.
PIN: 46806159270000
DB 10291 PG 345

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am the owner of the property shown and described heron, 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.

[Signature]
M/I Homes of Charlotte, LLC
Date: 11/20/18

NORTH CAROLINA
Mecklenburg COUNTY
I, Alexis Seabrook, a Notary Public for said county and state, do hereby certify that Scott Herr personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 20 day of November, 2018.

[Signature]
Notary Public
My Commission Expires 6/19/2021

Alexis Seabrook
Notary Public
Mecklenburg County, NC
My Commission Expires June 19, 2021

I hereby certify, to the best of my knowledge and belief, that all street, storm drainage, water and sanitary 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.

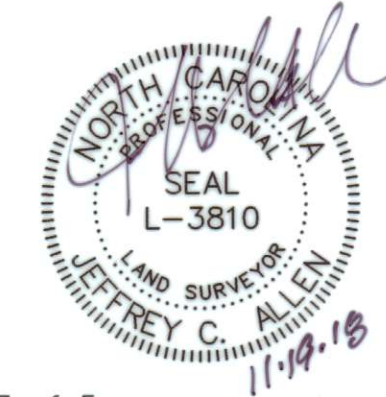
I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

[Signature] 135603 11-20-18
Professional Engineer License No. Date



NORTH CAROLINA
Mecklenburg COUNTY
I, Amanda D. Orsborn, a notary public for said county and state, do hereby certify that Christopher Todd personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this, the 20 day of November, 2018.
My commission expires: 10-13-19 *[Signature]*
Notary Public



- NOTES:**
- PIN: A portion of 46805114550000
 - Deed Reference: DB 12520 Pg 273
 - Current Zoning: PRD
 - Building setbacks: Front=20', Rear=20'
Front = 20'
Side = 5'
Rear = 20'
Side Abutting Street = 20'
 - Total Area: 51.551 Acres
77 Lots: 14,829 Acres
3 COS: 30.264 Acres
Right-of-Way: 6.458 Acres
 - Total linear footage in roads: 3,376 lin ft
Pressley Drive NW (60' R/W): 141 lin ft
Pressley Drive NW (50' R/W): 1,200 lin ft
Tanner Road NW (60' R/W): 204 lin ft
Spears Drive NW (50' R/W): 1,322 lin ft
Brevard Court NW (50' R/W): 100 lin ft (northern portion of loop)
Brevard Court NW (50' R/W): 409 lin ft (southern portion of loop)
 - 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 77 single family lots, 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 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 property subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and the State of North Carolina recorded in the Cabarrus County Registry in DB 13238 PG 206.

Refer to Page 5 for SDE and SCM #2

WIDE-SPACED HATCHING PATTERN IS THE FLOODWAY.

Existing SSMH

S&D Coffee, Inc.
PIN: 46806159270000
DB 10291 PG 345

MORE CERTIFICATIONS CAN BE FOUND ON PAGES 1 & 4

See Pages 1 and 2 for Lots and Roads

FUTURE DEVELOPMENT

MI Homes of Charlotte, LLC.
PIN: 46805114550000
DB 12520 PG 273

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

FUTURE DEVELOPMENT

MI Homes of Charlotte, LLC.
PIN: 46805114550000
DB 12520 PG 273

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.

[Signature] 1/14/19
Director of Engineering Date

Review Officer's Certificate

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, Greg Beck, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

[Signature] 1/15/19
Review Officer Date

Page 3 of 5
Final Plat
**Edenton at Cox Mill
Map 1**
77 Single-Family Lots and 3 COS Lots
No 2 Township - Cabarrus County
Concord, NORTH CAROLINA

60' 30' 0 60' 120' 180'

SCALE	DATE	JOB #	DRAWN
1"=60'	11/19/18	0708	MCF



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 Dr
Charlotte, NC 28217

See Pages 1 and 2 for Lots and Roads
 MORE CALL TABLES CAN BE FOUND ON PAGE 2



Lot 21
See Page 2 of 4

Lot 22
See Page 2 of 4

Lot 23
See Page 2 of 4

Lot 24
See Page 2 of 4

COS #3
26,565 Acres
1,157,186 Sq Ft

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

FUTURE DEVELOPMENT
 MI Homes of Charlotte, LLC
 PIN: 46805114550000
 DB 12520 PG 273

B & W Motley, LLC
 C & M Motley, LLC
 PIN: 46806000250000
 DB 3009 PG 319
 PB 43 PG 57
 "Final Plat For
 Westwinds Business Park"

SCM #1
DB 13238
Pg 206

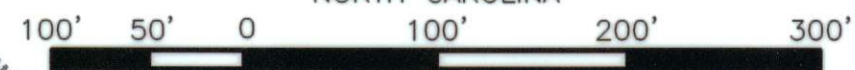
Call Table for Property Line
 along Rocky River and Clarke Creek

Course	Bearing	Distance
L6	S 32°18'48" E	68.36'
L7	S 13°05'12" W	66.57'
L8	S 53°15'26" W	40.32'
L9	S 74°50'00" W	58.68'
L10	S 86°40'04" W	80.97'
L11	S 37°28'49" W	78.80'
L12	S 00°31'16" W	70.95'
L13	S 08°18'12" W	83.92'
L14	S 27°22'48" W	126.73'
L15	S 46°41'01" W	43.67'
L16	N 40°00'57" W	128.57'
L17	N 65°53'32" W	121.97'
L18	S 83°30'11" W	121.06'
L19	S 28°25'42" W	284.42'
L20	S 62°07'40" W	165.00'
L21	N 23°22'20" W	198.00'
L22	N 17°07'40" E	82.50'
L23	N 40°22'20" W	82.50'
L24	S 81°37'40" W	99.00'
L25	S 18°56'01" W	49.64'
L26	S 18°56'01" W	77.64'

Page 4 of 5
Final Plat

**Edenton at Cox Mill
Map 1**

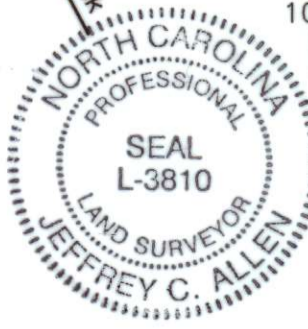
77 Single-Family Lots and 3 COS Lots
 No 2 Township - Cabarrus County
 NORTH CAROLINA



SCALE 1"=100' DATE 11/19/18 JOB # 0708 DRAWN MCF



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 PO Box 89, Advance, NC 27006
 (336) 998-0218
 www.AllenGeomatics.com



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 12520, Page 273); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 12520, page 273; 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 12/05/15;
 NAD83 Datum / Epoch 2011 / GE0109;
 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 19th day of November, 2018.

PROFESSIONAL LAND SURVEYOR L-3810

Christenbury Master Association, Inc.
 PIN: 45894917740000
 DB 7982 PG 52
 PB 50 PG 17
 "Final Plat of
 Christenbury Village D
 (Christenbury Mews)
 Phase 1"

Christenbury Master Association, Inc.
 PIN: 45894917740000
 DB 11727 PG 28
 PB 64 PG 93
 "Final Plat of
 Christenbury Chase
 Phase 4, Map 1"

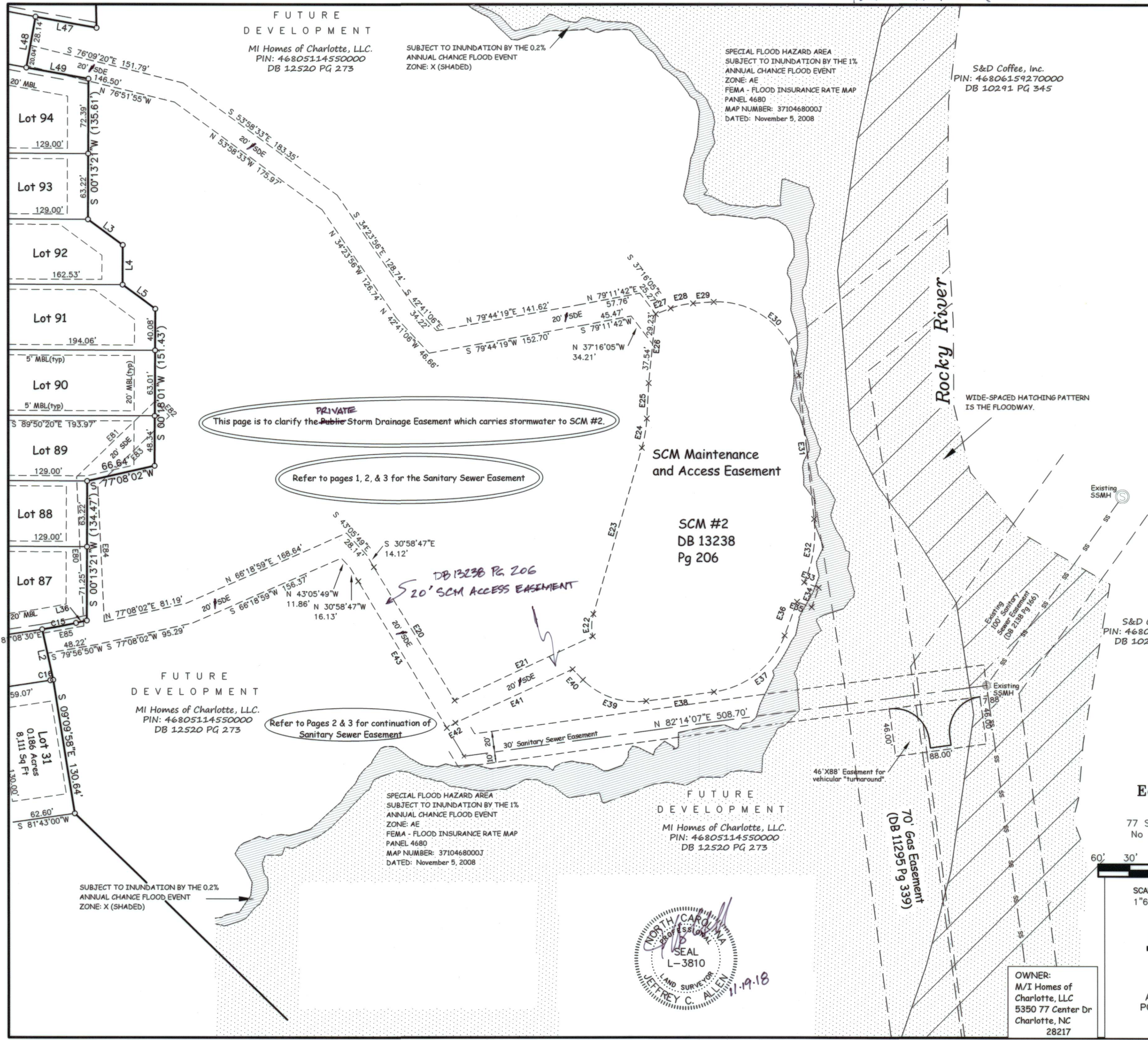
Tarleton Place, LLC
 PIN: 46803057260000
 DB 12667 PG 207

Grid Bearing and Distance
 N 45°14'13"E 3680.67'
 Tie line (nts)

NCGS Monument "MC 135"
 N: 597,737.44'
 E: 1,481,437.78'
 NAD83/2011
 Combined Grid Factor:
 0.99984599'

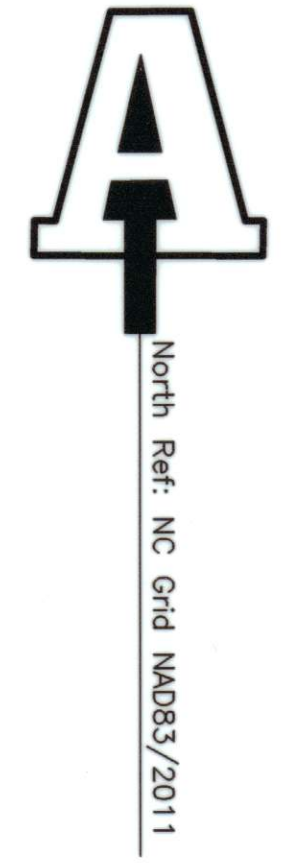
- LEGEND**
- EIR EXISTING IRON REBAR
 - EIP EXISTING IRON PIPE
 - IRS #5 REBAR SET
 - NCGS NORTH CAROLINA GEODETIC SURVEY
 - NAD NORTH AMERICAN DATUM
 - EP EDGE OF PAVEMENT
 - R/W RIGHT-OF-WAY
 - PIN PARCEL IDENTIFICATION NUMBER
 - SSMH SANITARY SEWER MANHOLE
 - SS- SANITARY SEWER LINE
 - SDE STORM DRAINAGE EASEMENT (PRIVATE)
 - PSDE PUBLIC STORM DRAINAGE EASEMENT

MORE CERTIFICATIONS CAN BE FOUND ON PAGES 1 AND 3



SCM #2 Call Table

Course	Bearing	Distance
E20	S 30°58'47" E	150.89'
E21	N 65°05'09" E	147.10'
E22	Radius: 43.00'	Arc: 21.98'
E23	Chord: N 01°37'43" E	21.74'
E23	N 16°19'02" E	167.09'
E24	Radius: 124.15'	Arc: 28.91'
E24	Chord: N 09°38'49" E	28.84'
E25	N 02°58'04" E	34.28'
E26	N 05°53'52" E	66.78'
E27	N 69°01'37" E	15.37'
E28	Radius: 75.20'	Arc: 22.33'
E28	Chord: N 77°32'08" E	22.25'
E29	N 85°48'24" E	19.93'
E30	Radius: 79.00'	Arc: 119.49'
E30	Chord: S 49°18'39" E	108.42'
E31	S 05°54'29" E	139.47'
E32	Radius: 118.72'	Arc: 62.57'
E32	Chord: S 08°54'52" W	61.85'
E33	S 69°50'24" E	15.03'
E34	S 20°09'35" W	20.00'
E35	N 69°50'24" W	15.03'
E36	S 20°09'35" W	34.76'
E37	Radius: 84.94'	Arc: 91.93'
E37	Chord: S 51°13'52" W	87.51'
E38	S 82°14'07" W	65.87'
E39	Radius: 71.87'	Arc: 66.99'
E39	Chord: N 71°23'15" W	64.59'
E40	N 44°41'06" W	14.15'
E41	S 65°28'07" W	124.42'
E42	S 59°22'41" W	9.53'
E43	N 30°56'11" W	165.64'



S&D Coffee, Inc.
PIN: 46806159270000
DB 10291 PG 345

Page 5 of 5
Final Plat

**Edenton at Cox Mill
Map 1**

77 Single-Family Lots and 3 COS Lots
No 2 Township - Cabarrus County
Concord, NORTH CAROLINA

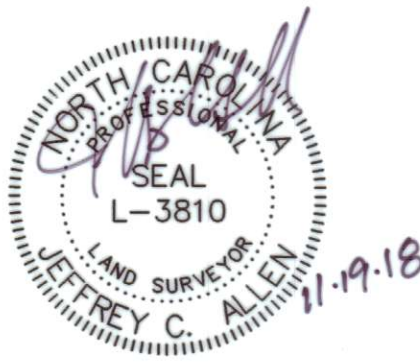


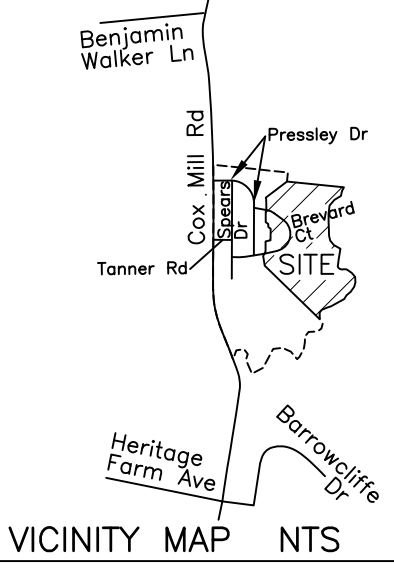
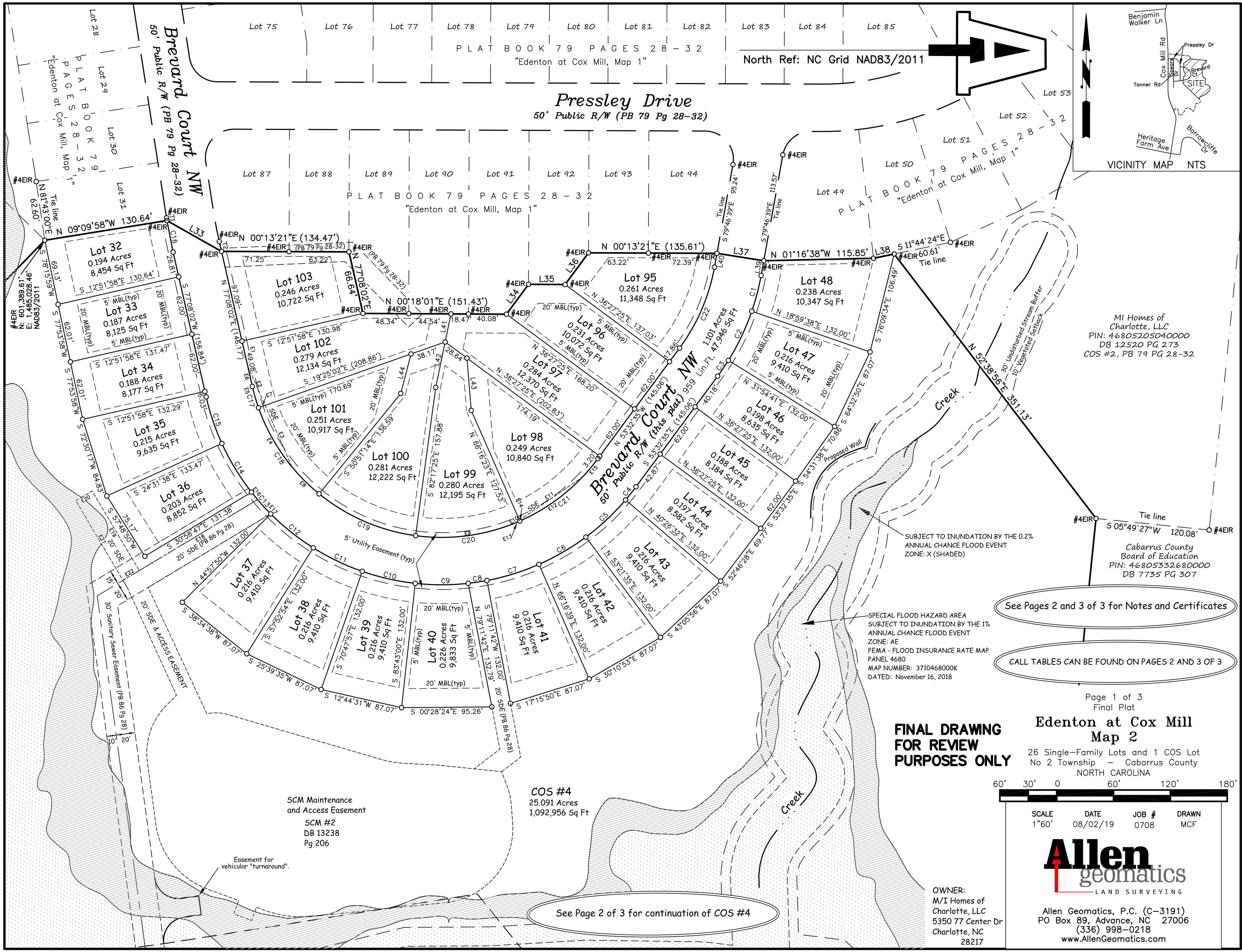
SCALE	DATE	JOB #	DRAWN
1"=60'	11/19/18	0708	MCF



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OWNER:
M/I Homes of
Charlotte, LLC
5350 77 Center Dr
Charlotte, NC
28217





PLAT BOOK 79 PAGES 28 - 32
"Edenton at Cox Mill, Map 1"

North Ref: NC Grid NAD83/2011

Pressley Drive
50' Public R/W (PB 79 Pg 28-32)

Brevard Court NW
60' Public R/W (PB 79 Pg 28-32)

MI Homes of Charlotte, LLC
PIN: 46805205040000
DB 12520 PG 273
COS #2, PB 79 PG 28-32

Cabarrus County Board of Education
PIN: 46805332680000
DB 7735 PG 307

See Pages 2 and 3 of 3 for Notes and Certificates

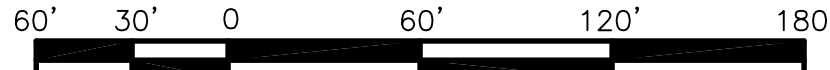
CALL TABLES CAN BE FOUND ON PAGES 2 AND 3 OF 3

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: 3710468000K
DATED: November 16, 2018

FINAL DRAWING FOR REVIEW PURPOSES ONLY

Page 1 of 3
Final Plat
Edenton at Cox Mill Map 2

26 Single-Family Lots and 1 COS Lot
No 2 Township - Cabarrus County
NORTH CAROLINA



SCALE	DATE	JOB #	DRAWN
1"=60'	08/02/19	0708	MCF



OWNER:
M/I Homes of Charlotte, LLC
5350 77 Center Dr
Charlotte, NC 28217

Allen Geomatics, P.C. (C-3191)
PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com

SCM Maintenance and Access Easement
SCM #2
DB 13238
Pg 206

COS #4
25.091 Acres
1,092,956 Sq Ft

See Page 2 of 3 for continuation of COS #4

Easement for vehicular "turnaround".

Course	Bearing	Distance
L1	S 28°39'57" W	53.27'
L2	S 12°30'54" W	66.92'
L3	S 58°31'37" W	100.00'
L4	S 40°21'27" W	100.00'
L5	S 07°02'41" W	104.11'
L6	S 00°45'46" W	116.22'
L7	S 03°23'55" E	98.44'
L8	S 00°22'14" E	79.57'
L9	S 13°45'32" E	66.42'
L10	S 39°41'09" E	75.00'
L11	S 59°59'30" E	100.00'
L12	S 09°33'59" W	156.22'
L13	S 04°45'32" W	53.26'
L14	S 14°30'52" W	21.18'
L15	S 21°14'50" E	25.03'
L16	S 51°16'32" E	23.33'
L17	S 77°04'15" E	32.50'
L18	N 78°47'07" E	21.53'
L19	S 86°41'46" E	37.80'
L20	S 55°30'23" E	83.74'
L21	S 39°48'08" E	67.69'
L22	S 02°41'39" E	50.07'
L23	S 02°43'08" E	20.74'
L24	S 14°22'30" W	61.93'
L25	S 35°27'35" W	79.55'
L26	S 48°56'36" W	73.22'
L27	S 32°45'47" W	55.87'
L28	S 60°54'17" W	201.34'
L29	S 72°23'23" W	47.97'
L30	S 66°49'44" W	77.62'
L31	S 41°47'01" W	47.71'
L32	S 01°24'58" E	89.37'

NCGS Grid Monument "MC 135"
 N: 597,737.44'
 E: 1,481,437.78'
 NAD83/2011
 Combined Grid Factor:
 0.99984599'

MI Homes of Charlotte, LLC
 PIN: 46805007130000
 DB 12520 PG 273
 COS #3, PB 79 PG 28-32

SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

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: 3710468000K
 DATED: November 16, 2018

SCM Maintenance and Access Easement
 SCM #2
 DB 13238
 Pg 206

COS #4
 25,091 Acres
 1,092,956 Sq Ft

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: 3710468000K
 DATED: November 16, 2018

Cabarrus County Board of Education
 PIN: 46805332680000
 DB 7735 PG 307

B & W Motley, LLC
 C & M Motley, LLC
 PIN: 46806000250000
 DB 3009 PG 319
 PB 43 PG 57

17422 Murphy Site, LLC
 PIN: 46806035910000
 DB 12041 PG 31
 Parcel 2, PB 66 PG 31

Carolina Blue Sky Properties, LLC
 PIN: 46806049020000
 DB 11015 PG 95
 Parcel 1, PB 66 PG 31

New Covenant Partners VI, LLC
 PIN: 46806152280000
 DB 12302 PG 82
 Lot 3, PB 36 PG 88

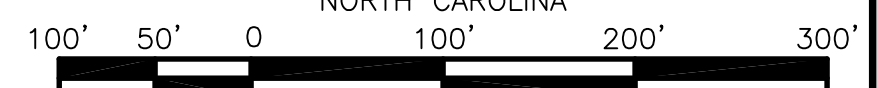
I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12520, Page 273); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page NOTED; that the ratio 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 12/05/15;
 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 XXth day of XXXXXX, 2019.

PROFESSIONAL LAND SURVEYOR L-3810

FINAL DRAWING FOR REVIEW PURPOSES ONLY

OWNER:
 M/I Homes of Charlotte, LLC
 5350 77 Center Dr
 Charlotte, NC 28217



SCALE	DATE	JOB #	DRAWN
1"=100'	08/02/19	0708	MCF



Allen Geomatics, P.C. (C-3191)
 PO Box 89, Advance, NC 27006
 (336) 998-0218
 www.AllenGeomatics.com

Edenton at Cox Mill Map 2

26 Single-Family Lots and 1 COS Lot
 No 2 Township - Cabarrus County
 NORTH CAROLINA

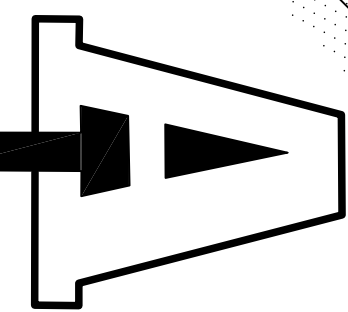
Page 2 of 3
 Final Plat

See Page 1 of 3 for Lots and Roads

MORE CERTIFICATIONS CAN BE FOUND ON PAGE 3 OF 3

MORE CALL TABLES CAN BE FOUND ON PAGE 3 OF 3

North Ref: NC Grid NAD83/2011



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

I hereby certify, to the best of my knowledge and belief, that all street, storm drainage, water and sanitary 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.

Professional Engineer License No. Date

NOTES:

- PIN: 46805156660000
- Deed Reference: DB 12520 Pg 273
- Current Zoning: PRD
- Building setbacks: Front=20', Rear=20'
Front = 20'
Side = 5'
Rear = 20'
Side Abutting Street = 20'
- Total Area: 32.100 Acres
26 Lots: 5.908 Acres
1 COS: 25.091 Acres
Right-of-Way: 1.101 Acres
- Total linear footage in roads:
Brevard Court NW (50' R/W): 959 lin ft
- This property is not located in a watershed district.
- #5 iron rebar set at all property corners, unless otherwise noted.
All property corners along creek are points not found or set.
- The purpose of this plat is to define 26 single family lots, 1 COS lot, 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: 3710468000K Dated: 11/16/18
- 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 36, 102, 103, 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).
- The property subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and the State of North Carolina recorded in the Cabarrus County Registry in DB 13238 PG 206.

NORTH CAROLINA
COUNTY

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the ____ day of _____, 2019.

Notary Public

My Commission Expires _____

NORTH CAROLINA
COUNTY

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

WITNESS my hand and seal, this, the ____ day of _____, 2019.

My commission expires: _____ Notary Public

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 _____, 2019.

City Clerk Date

Certificate of Fee Payment

I hereby certify that all fees for the Edenton at Cox Mill subdivision have been paid, or that the fees are not applicable.

Finance Director 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.

Director of Engineering Date

Review Officer's Certificate

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

LEGEND

- EIR EXISTING IRON REBAR
- EIP EXISTING IRON PIPE
- IRS #5 REBAR SET
- NCGS NORTH CAROLINA GEODETIC SURVEY
- NAD NORTH AMERICAN DATUM
- EP EDGE OF PAVEMENT
- R/W RIGHT-OF-WAY
- PIN PARCEL IDENTIFICATION NUMBER
- SSMH SANITARY SEWER MANHOLE
- SS- SANITARY SEWER LINE
- SDE STORM DRAINAGE EASEMENT (PRIVATE)
- PSDE PUBLIC STORM DRAINAGE EASEMENT

Curve Table				
Curve	Radius	Length	Chord	Chord Bearing
C1	255.00'	39.04'	39.00'	S 75°23'30" E
C2	255.00'	57.49'	57.37'	S 64°32'50" E
C3	255.00'	20.23'	20.22'	S 55°48'57" E
C4	255.00'	17.74'	17.73'	S 51°33'01" E
C5	255.00'	57.49'	57.37'	S 43°05'56" E
C6	255.00'	57.49'	57.37'	S 30°10'53" E
C7	255.00'	57.49'	57.37'	S 17°15'50" E
C8	255.00'	20.02'	20.02'	S 08°33'21" E
C9	255.00'	56.03'	55.92'	S 00°00'42" E
C10	255.00'	57.49'	57.37'	S 12°44'31" W
C11	255.00'	57.49'	57.37'	S 25°39'35" W
C12	255.00'	57.49'	57.37'	S 38°34'38" W
C13	255.00'	30.66'	30.64'	S 48°28'49" W
C14	255.00'	60.30'	60.16'	S 58°41'55" W
C15	255.00'	51.90'	51.81'	S 71°18'12" W
C16	525.00'	33.90'	33.90'	S 78°59'02" W
C17	205.00'	23.44'	23.43'	N 73°51'30" E
C18	205.00'	112.48'	111.07'	N 54°51'52" E
C19	205.00'	112.48'	111.07'	N 23°25'40" E
C20	205.00'	112.48'	111.07'	N 08°00'31" W
C21	205.00'	106.68'	105.48'	N 38°38'06" W
C22	205.00'	93.86'	93.05'	N 66°39'37" W

Call Table		
Course	Bearing	Distance
L33	N 29°27'50" E	66.15'
L34	N 53°32'35" W	39.15'
L35	N 00°13'21" E	38.65'
L36	N 53°32'35" W	41.57'
L37	N 09°00'06" E	50.01'
L38	N 11°44'24" W	22.28'
L39	S 79°46'39" E	15.83'
L40	N 79°46'39" W	14.77'
L41	S 78°16'10" E	30.23'
L42	S 78°16'10" E	49.01'
L43	N 85°20'44" E	55.37'
L44	S 75°25'13" E	43.04'

Call Table for Tie Lines		
Course	Bearing	Distance
T1	N 80°59'16" E	2.82'
T2	N 77°08'02" E	10.67'

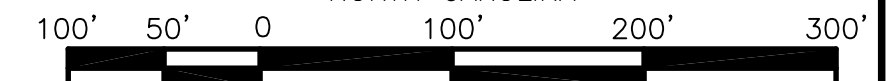
SDE / PSDE Call Table		
Course	Bearing	Distance
E1	N 77°08'02" E	26.45'
E2	N 66°18'59" E	46.00'
E3	N 66°18'59" E	71.03'
E4	Radius: 205.00' Chord: S 60°28'32" W	Arc: 72.33' 71.95'
E5	Radius: 205.00' Chord: S 73°51'30" W	Arc: 23.44' 23.43'
E6	S 77°08'02" W	22.63'
E7	N 19°25'02" W	7.34'
E8	Radius: 205.00' Chord: S 44°45'26" W	Arc: 40.15' 40.09'
E9	Radius: 205.00' Chord: N 07°20'12" W	Arc: 107.67' 106.43'
E10	N 34°23'24" W	4.89'
E11	N 34°23'24" W	80.40'
E12	Radius: 205.00' Chord: S 35°03'43" E	Arc: 81.11' 80.58'
E13	Radius: 205.00' Chord: S 23°03'18" E	Arc: 4.81' 4.81'
E14	N 66°16'23" E	0.96'
E15	Radius: 205.00' Chord: S 49°58'12" E	Arc: 25.57' 25.55'
E16	Radius: 255.00' Chord: N 50°47'21" E	Arc: 10.10' 10.10'
E17	Radius: 255.00' Chord: S 47°20'42" W	Arc: 20.55' 20.55'
E18	S 30°58'47" E	145.64'
E19	S 59°22'41" W	97.69'
E20	S 30°37'19" E	20.00'
E21	N 59°22'41" E	97.69'
E22	N 30°37'19" W	20.00'

FINAL DRAWING FOR REVIEW PURPOSES ONLY

Page 3 of 3
Final Plat

Edenton at Cox Mill Map 2

26 Single-Family Lots and 1 COS Lot
No 2 Township - Cabarrus County
NORTH CAROLINA



SCALE 1"=100' DATE 08/02/19 JOB # 0708 DRAWN MCF



OWNER:
M/I Homes of
Charlotte, LLC
5350 77 Center Dr
Charlotte, NC
28217

Allen Geomatics, P.C. (C-3191)
PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com



MEMORADUM

DATE: Tuesday, March 30, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Courtyards at Poplar Tent
 PROJECT NUMBER: 2019-005
 DEVELOPER: Epcon Poplar Tent, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 20, 27-29, 45-87
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021
 ONE-YEAR WARRANTY DATE: Wednesday, May 11, 2022

Water Infrastructure	Quantity
2-inch in LF	305.49
2-inch Valves	1
8-inch in LF	1302.14
8-inch Valves	3
Hydrants	5

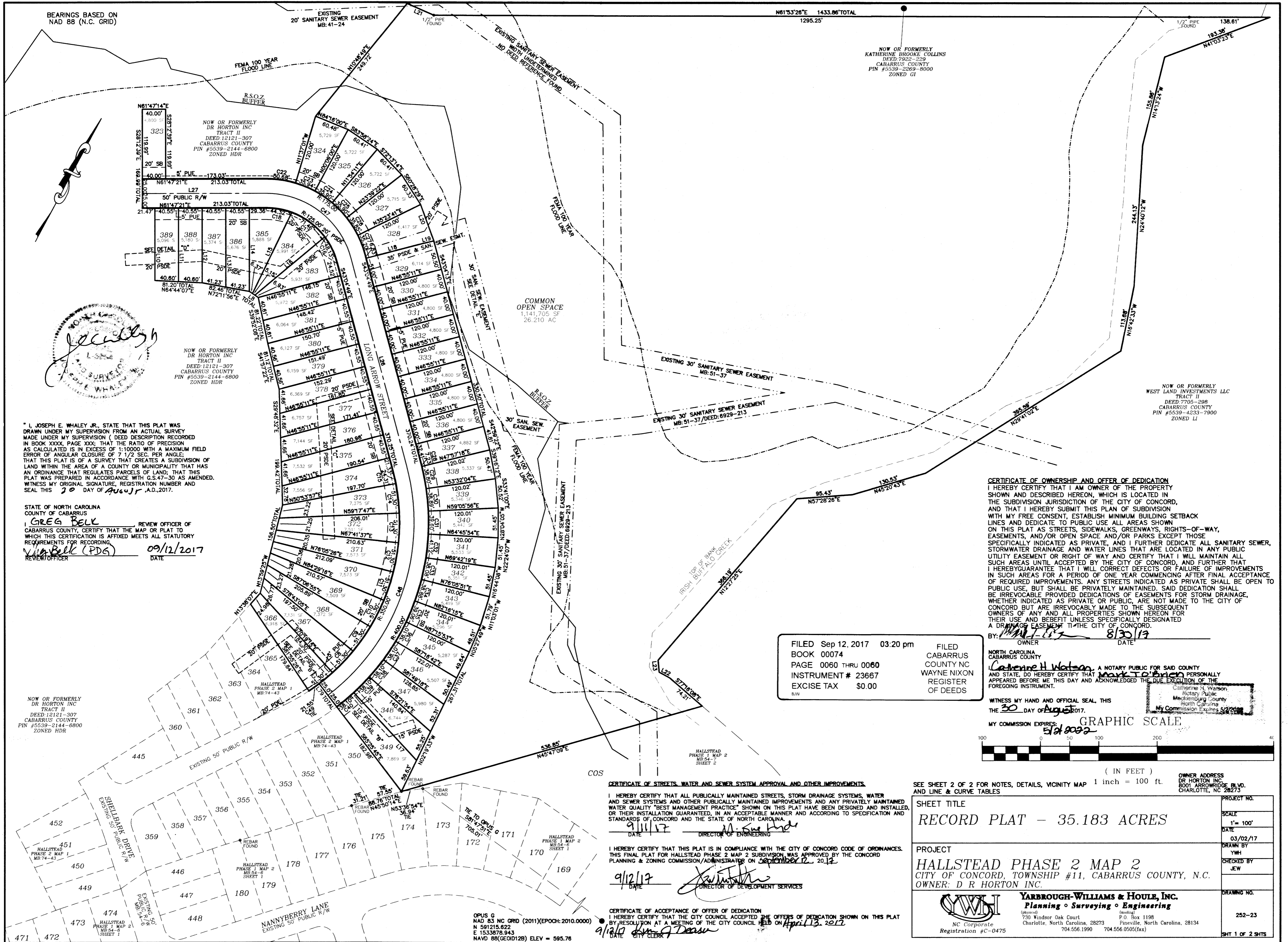
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1363.00
Manholes as EA	9



MEMORADUM

DATE: Tuesday, April 13, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Hallstead Subdivision Phase 2
 PROJECT NUMBER: 2006-042
 DEVELOPER: D. R. Horton, Inc.
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021
 ONE-YEAR WARRANTY DATE: Thursday, May 12, 2022

Street	Length in LF	ROW in FT	Plat
Shellbark Drive	197.00	50.00	PH 2 MP 1
Long Arrow Street	423.00	50.00	PH 2 MP 1
Long Arrow Street	1717.00	50.00	PH 2 MP 2
Long Arrow Street	1432.00	50.00	PH 2 MP 3
Bright Orchard Avenue	359.00	50.00	PH 2 MP 3
Shellbark Drive	409.00	50.00	PH 2 MP 3
Bethesda Place	626.00	50.00	PH 2 MP 3
Bloomover Street	608.00	50.00	PH 2 MP 4
Nannyberry Lane	551.00	50.00	PH 2 MP 4
Potts Grove Place	752.00	50.00	PH 2 MP 4
Total	7074.00		



BEARINGS BASED ON NAD 88 (N.C. GRID)

N61°33'26"E 1433.86' TOTAL
1295.25'

NOW OR FORMERLY
KATHERINE BROOKE COLLINS
DEED: 7922-229
CABARRUS COUNTY
PIN #5539-2269-8000
ZONED G1

NOW OR FORMERLY
DR HORTON INC
TRACT II
DEED: 12121-307
CABARRUS COUNTY
PIN #5539-2144-6800
ZONED HDR



NOW OR FORMERLY
DR HORTON INC
TRACT II
DEED: 12121-307
CABARRUS COUNTY
PIN #5539-2144-6800
ZONED HDR

"I, JOSEPH E. WHALEY JR., STATE THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK XXXX, PAGE XXX; THAT THE RATIO OF PRECISION AS CALCULATED IS IN EXCESS OF 1:10000 WITH A MAXIMUM FIELD ERROR OF ANGULAR CLOSURE OF 7 1/2 SEC. PER ANGLE; 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; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITH MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30 DAY OF August, A.D., 2017.

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 (PDS) 09/12/2017
REVIEW OFFICER DATE

NOW OR FORMERLY
DR HORTON INC
TRACT II
DEED: 12121-307
CABARRUS COUNTY
PIN #5539-2144-6800
ZONED HDR

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.
BY: Greg Bell 8/30/17
OWNER DATE

FILED Sep 12, 2017 03:20 pm
BOOK 00074
PAGE 0060 THRU 0060
INSTRUMENT # 23667
EXCISE TAX \$0.00
FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

NORTH CAROLINA
CABARRUS COUNTY
I, Catherine H. Watson, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Greg Bell PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
Catherine H. Watson
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 5/2/2018

WITNESS MY HAND AND OFFICIAL SEAL, THIS
30 DAY OF August, 2017.
MY COMMISSION EXPIRES: 5/2/2018
GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

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.
DATE 9/11/17 M. Ewe
DIRECTOR OF ENGINEERING

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR HALLSTEAD PHASE 2 MAP 2 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR ON September 12, 2017.
DATE 9/12/17 Greg Bell
DIRECTOR OF DEVELOPMENT SERVICES

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 April 13, 2017.
DATE 9/12/17 Greg Bell
CITY CLERK

SEE SHEET 2 OF 2 FOR NOTES, DETAILS, VICINITY MAP AND LINE & CURVE TABLES

SHEET TITLE	PROJECT	DRAWING NO.
RECORD PLAT - 35.183 ACRES	HALLSTEAD PHASE 2 MAP 2 CITY OF CONCORD, TOWNSHIP #11, CABARRUS COUNTY, N.C. OWNER: D R HORTON INC.	252-23
SCALE	DATE	DRAWN BY
1" = 100'	03/02/17	YMH
OWNER ADDRESS	CHECKED BY	DATE
DR HORTON INC. 8001 ARROWWOOD BLVD. CHARLOTTE, NC 28273	JEW	09/12/17
PROJECT NO.	DRAWING NO.	DATE
	252-23	03/02/17
	SHT 1 OF 2 SHTS	

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court
Pineville, North Carolina, 28273
704.556.1990 704.556.0505(fax)
P.O. Box 1198
Pineville, North Carolina, 28134

#23668

Page 74 Page 61

I, JOSEPH E. WHALEY JR., STATE THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK XXXX, PAGE XXX; THAT THE RATIO OF PRECISION AS CALCULATED IS IN EXCESS OF 1:1000 WITH A MAXIMUM FIELD ERROR OF ANGULAR CLOSURE OF 7 1/2 SEC. PER ANGLE; 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; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30 DAY OF August, A.D., 2017.



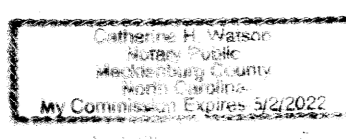
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, **GREG DELK**, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
GREG DELK (PDS) 09/12/2017
REVIEW OFFICER DATE

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: **Mark J. O'Brien** 8/30/17
OWNER DATE

NORTH CAROLINA
CABARRUS COUNTY
I, **Catherine H. Watson**, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT **Mark J. O'Brien** PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 30 DAY OF August, 2017.

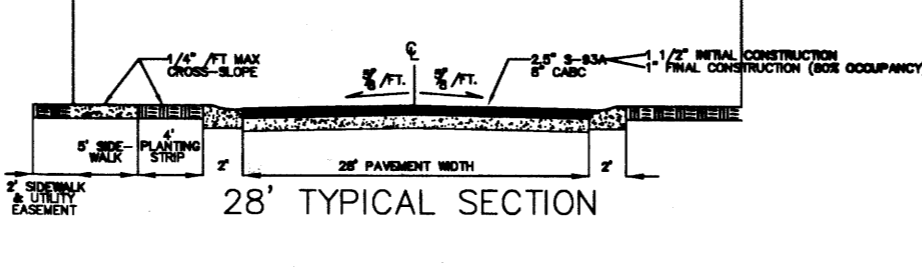
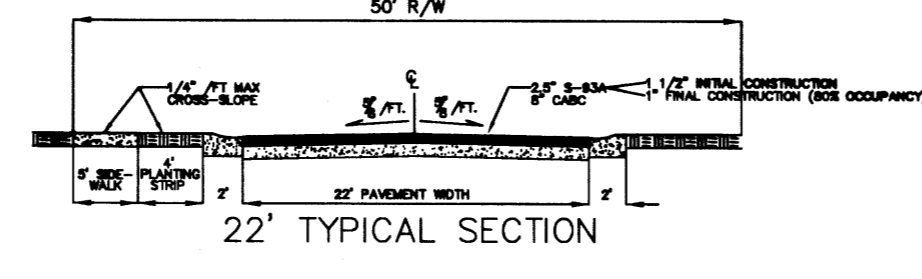
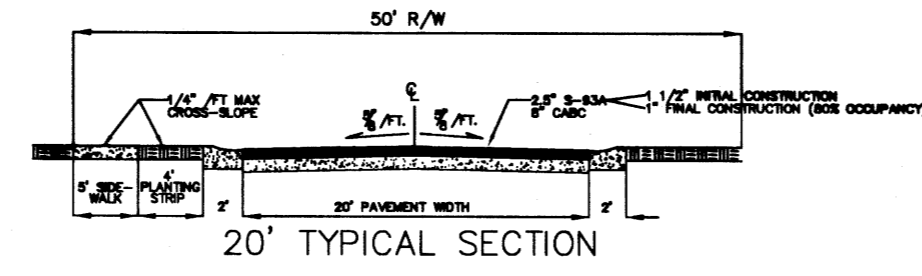


MY COMMISSION EXPIRES: 3/31/2022

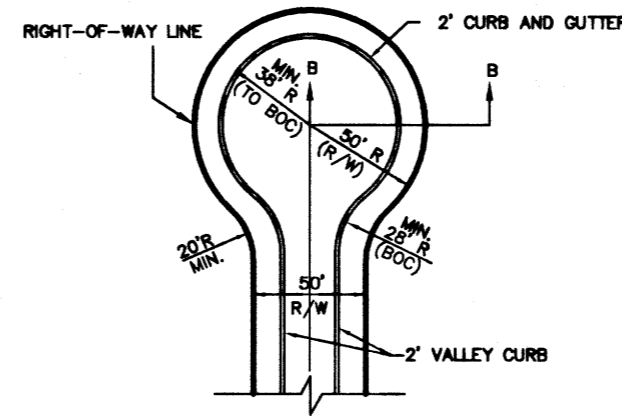
- LEGEND
ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
COS - COMMON OPEN SPACE
LF - LINEAR FEET
LME - LANDSCAPE AND MONUMENT EASEMENT
MB - MAP BOOK
PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
PSDE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
5' PUE - 5' PUBLIC UTILITY EASEMENT
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
ST - 25'X25' SIGHT TRIANGLE EASEMENT
ST2 - 35'X35' SIGHT TRIANGLE EASEMENT
ST3 - 10'X70' SIGHT TRIANGLE EASEMENT
SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
SL - SEWER LINE
5' RY - 5' REARYARD
YWASH - YARBROUGH-WILLIAMS AND HOULE
FLOOD PROTECTION ELEVATION (BASE FLOOD ELEVATION PLUS TWO FOOT)
- LINE TYPE LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
SETBACK AND REARYARD LINES
CENTERLINE
UTILITY EASEMENT
SANITARY SEWER EASEMENT
SIDEWALK EASEMENT
LANDSCAPE & MONUMENT EASEMENT

NOTES
ALL CURBS SHALL HAVE A MINIMUM 25' RADIUS AT THE BACK OF CURB UNLESS OTHERWISE NOTED. ALL R/W SHALL HAVE A MINIMUM 25' RADIUS UNLESS OTHERWISE NOTED. ALL COLLECTORS TO HAVE A 30' MINIMUM RADIUS.
DEVELOPER WILL PROVIDE STREET SIGNS.
SIGHT TRIANGLES SHOWN ARE THE MINIMUM REQUIRED. PER NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT).
THE PURPOSE OF THE PUBLIC DRAINAGE EASEMENT (PDE) IS TO PROVIDE STORM WATER CONFORMANCE AND ANY STRUCTURES AND/OR OBSTRUCTION TO STORM WATER FLOW IS PROHIBITED. THE SDE WILL BE MAINTAINED BY THE OWNERS, HIS HEIRS OR ASSIGNS, FOR WHAT PURPOSE AT NO EXPENSE TO THE DEPARTMENT OF TRANSPORTATION.
THE DEVELOPER SHALL MAKE A DILIGENT EFFORT TO PRESERVE AREAS OF REQUIRED BUFFERS WHERE SIGNIFICANT VEGETATION EXISTS. THESE AREAS SHALL REMAIN UNDISTURBED EXCEPT TO THE EXTENT NECESSARY TO ACCOMMODATE THE ABOVE ITEMS OF THIS SECTION.
THE SUBDIVISION WILL FOLLOW GUIDELINES FOR CUSTOMIZED DEVELOPMENT AS PER THE CCZO.
THE OUTER BOUNDARIES OF CLUSTER NEIGHBORHOODS MUST MEET THE SETBACK REQUIREMENTS OF A 50' BUFFERYARD ALONG ZION CHURCH ROAD EAST AND ALONG COMMON TRACT LINES WITH EXISTING RESIDENTIAL DEVELOPMENT PER SECTION 5-11. MANMADE BUFFERS SHALL MEET THE LANDSCAPING STANDARDS OF A LEVEL 3 BUFFERYARD AS SET FORTH IN CHAPTER 9, TABLE 4 OF THE CCZO PER SECTION 5-9-2.
BOUNDARY INFORMATION PREPARED BY YARBROUGH-WILLIAMS & HOULE, INC.
WATER CONNECTION, WASTEWATER CONNECTION AND METER FEES WILL BE PAID AT THE TIME THE ZONING CLEARANCE PERMIT IS REQUESTED FOR EACH LOT.
ANY ORNAMENTAL VEGETATION, TREES AND ASSOCIATED IRRIGATION SYSTEM(S) LOCATED WITHIN THE PUBLIC ROAD/STREET RIGHTS-OF-WAY SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
THE SUBDIVISION WILL BE SERVED BY PUBLIC WATER AND GRAVITY SANITARY SEWER SERVICE FROM THE CITY OF CONCORD.
A 2' WIDE SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALKS ABUTS RIGHT-OF-WAY.
WHERE THE SIDEWALK CROSSES A DRIVEWAY, THE SIDEWALK SHALL BE 6" THICK.
HANDICAP RAMP SHALL BE PLACED AT ALL INTERSECTIONS AND AT THE END OF EACH SIDEWALK. SIDEWALK AND ACCESSIBLE RAMP SHALL BE PROVIDED AT ALL MINI PARKS ALONG PUBLIC STREETS.
SUBJECT PROPERTY LOCATED IN FEMA FLOOD ZONE A, AE AND X. SUBJECT PROPERTY DOES FALL IN FLOOD PLAIN.
EFFECTIVE DATE: NOVEMBER 2, 1994.
ANY DEVELOPMENT, CONSTRUCTION OR FILL ACTIVITY WILL OCCUR IN COMPLIANCE WITH THE CABARRUS COUNTY FLOOD PREVENTION ORDINANCE.
MINIMUM SIZE FOR FIRE SERVICE WATER MAINS IN RESIDENTIAL DEVELOPMENTS SHALL BE 6 INCHES.
ALL 6 INCH WATER MAINS SHALL BE LOOPED.
ALL DEAD END MAINS SHALL BE 8 INCHES.
ALL NEWLY INSTALLED FIRE HYDRANTS SHALL BE 1000 FEET INTERVALS IN RESIDENTIAL AREAS.
THE HALLSTEAD HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON OPEN SPACE.
ALL STREET RIGHT OF WAY SHOWN SHALL BE PUBLIC.

DEDICATION OF COMMON OPEN SPACE
THE HALLSTEAD PHASE 2 HOMEOWNERS ASSOCIATION OF CABARRUS, INC. IN RECORDING THIS PLAT AS A PORTION OF HALLSTEAD PHASE 2 HAS DESIGNATED CERTAIN PARTS AS "COMMON OPEN SPACES" FOR USE BY THE HOMEOWNERS OR TENANTS OF HALLSTEAD PHASE 2 FOR PARKING, RECREATIONAL AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO HALLSTEAD PHASE 2. DECLARATION TO BE RECORDED IN THE CABARRUS COUNTY REGISTRY PRIOR TO THE SALE OF ANY LOTS, AND WHICH SAID DECLARATION IS HEREBY MADE A PART OF THIS PLAT AND INCORPORATED HEREIN.
THIS SUBDIVISION HAS "SUPPLEMENTAL DEVELOPMENT STANDARDS" ATTACHED PER A SETTLEMENT AGREEMENT BETWEEN CABARRUS COUNTY AND THE CITY OF CONCORD. THEY ARE LOCATED ON THE HALLSTEAD CONSTRUCTION PLANS.
NO NCGS TRAVERSE WAS FOUND TO BE WITHIN 2000'.
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED.
THIS PROPERTY SUBJECT TO ALL OTHER RIGHTS-OF-WAY EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.
AREAS WERE CALCULATED BY COORDINATE METHOD.
PROPERTY ZONED HDR
LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS RIVER/STREAM OVERLAY ZONE (RSOZ) BUFFER DETERMINED BY CITY OF CONCORD REQUIREMENTS.
BUILDING SETBACKS
FRONT SETBACK 20'
SIDEYARD SETBACK *FLEXIBLE
SIDEYARD (CORNER LOTS) *FLEXIBLE
REAR YARD SETBACK *FLEXIBLE
*FLEXIBLE - SETBACKS IDENTIFIED AS FLEXIBLE ABOVE CAN BE MOVED WITHIN THE LOT AS LONG AS THE MINIMUM REQUIRED SEPARATION IS MAINTAINED ALONG A COMMON PROPERTY LINE.
LINEAR FEET IN STREETS
LANG ARROW STREET - 1717.87'
DEVELOPMENT DATA (PHASE ONE & TWO)
SITE AREA 155.55 AC
GROSS SITE AREA 155.55 AC
COMMON OPEN SPACE 46.67 AC (30%)
COMMON OPEN SPACE REQUIRED: 51.00 AC (33%)
COMMON OPEN SPACE PROVIDED:
ZONING: HDR
PARCEL I.D.# 5539-21-4468
TOTAL # OF PHASE 2 LOTS: 268
AREA IN STREET R/W - 1,403 ACRES
AREA IN COS - 26,210 ACRES (75.69%)
AREA IN LOTS - 7,015 ACRES
TOTAL AREA - 34,628 ACRES
51 LOTS RECORDED ON THIS PLAT.

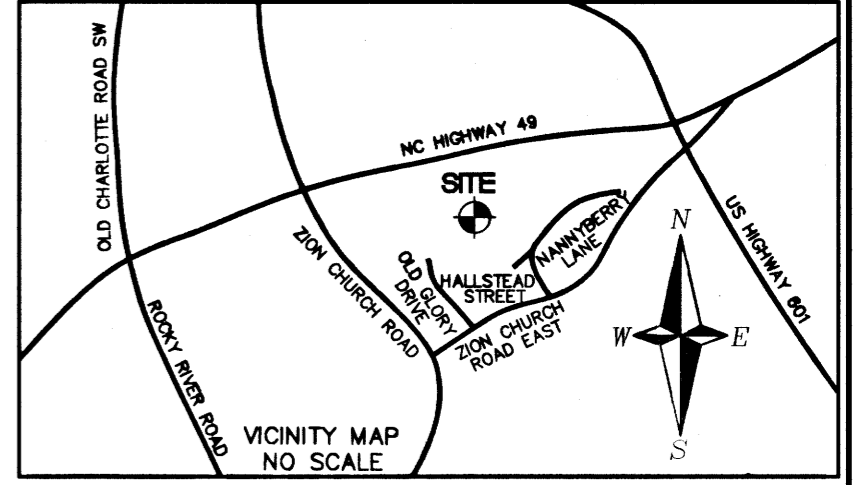


CUL-DE-SAC DETAIL



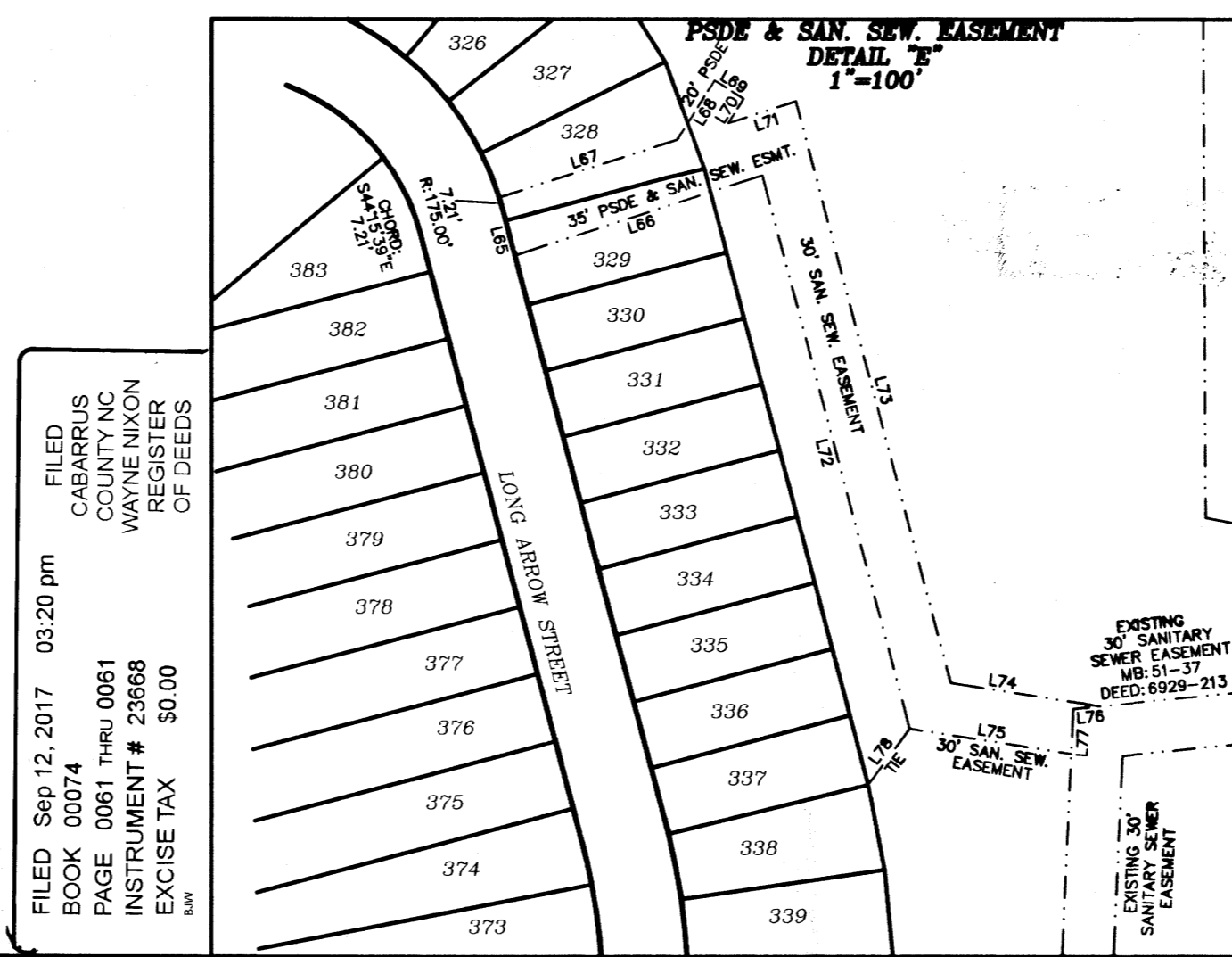
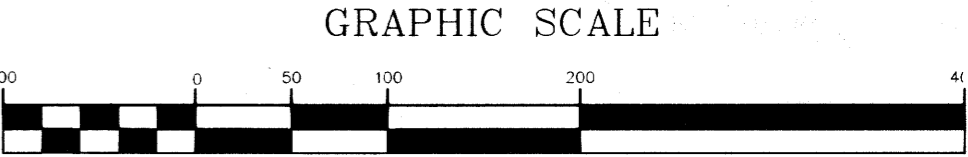
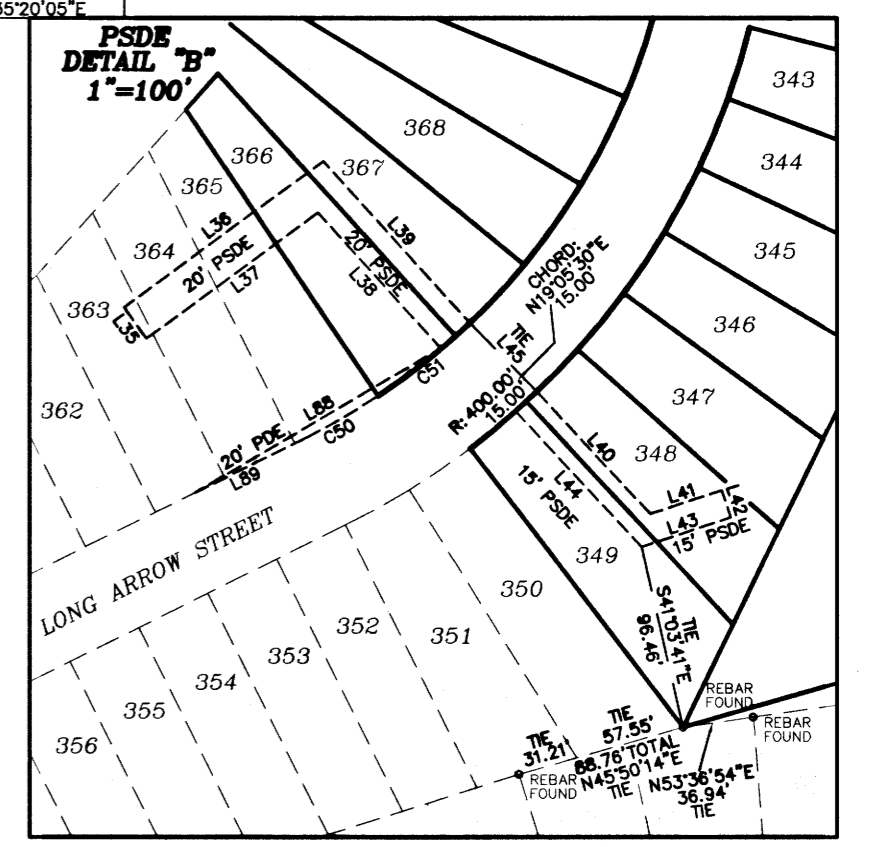
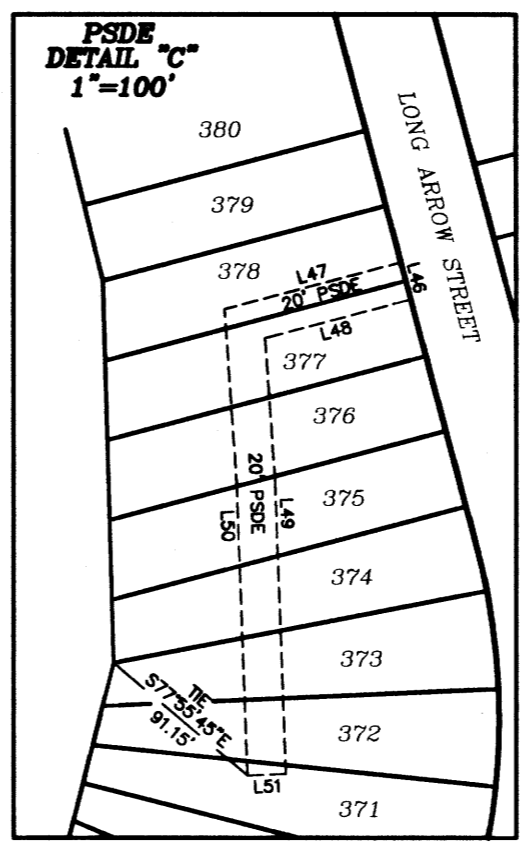
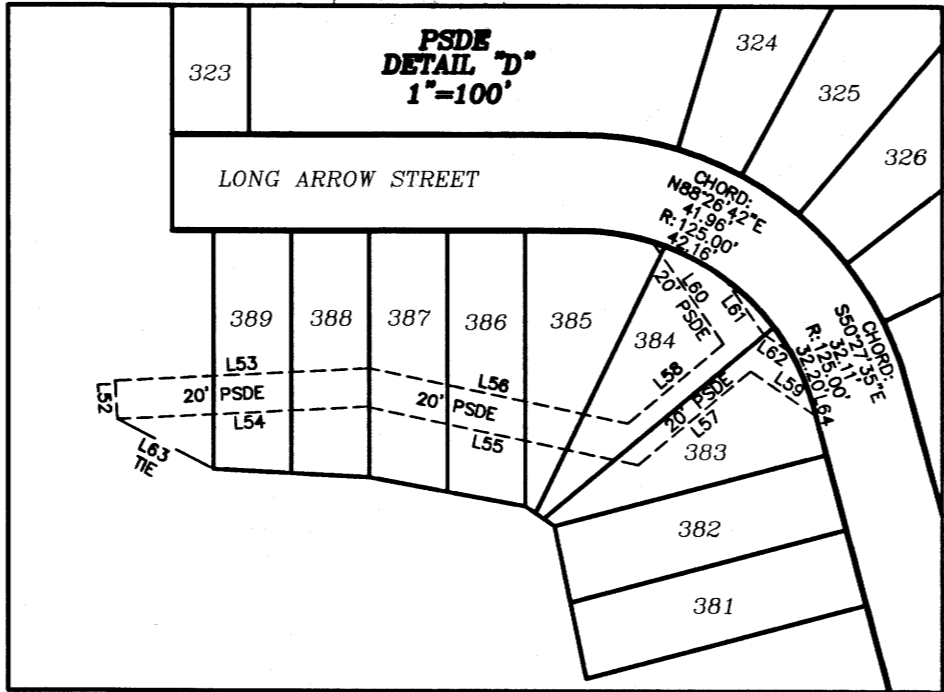
LINE TABLE

LINE	LENGTH	BEARING
L8	18.45	S83°47'30"E
L10	124.63	S28°12'39"E
L11	125.71	S28°12'39"E
L12	128.80	S28°12'39"E
L13	136.25	S28°12'39"E
L14	143.70	S28°12'39"E
L15	155.00	N02°23'40"W
L16	156.24	N21°50'29"E
L17	158.56	N70°54'30"E
L18	96.59	N48°55'11"E
L19	23.41	N48°08'50"E
L20	66.54	S48°12'32"E
L21	48.63	N85°28'59"E
L22	20.23	S89°29'37"E
L23	20.73	S33°01'11"E
L26	370.24	S43°04'49"E
L27	213.03	N61°47'21"E
L35	20.01	S63°14'56"E
L36	128.52	N25°28'26"E
L37	110.89	N25°28'22"E
L38	95.19	S70°19'15"E
L39	113.48	S70°19'15"E
L40	87.04	S70°54'30"E
L41	39.24	N43°32'42"E
L42	15.00	S48°39'06"E
L43	48.93	N43°20'54"E
L44	96.73	S70°54'30"E
L45	50.00	S72°09'12"E
L46	20.00	S43°04'49"E
L47	94.84	N48°55'11"E
L48	78.34	N48°55'11"E
L49	227.73	S30°58'14"E
L50	243.77	S30°58'14"E
L51	20.00	N59°11'11"E
L52	20.00	S31°12'56"E
L53	132.41	N58°47'04"E
L54	129.76	N58°47'04"E
L55	144.41	N73°50'25"E
L56	137.30	N73°50'25"E
L57	76.32	N21°50'29"E
L58	65.00	N21°50'29"E
L59	41.20	S83°47'30"E
L60	65.01	S83°08'07"E
L61	35.46	S63°08'07"E
L62	17.40	S83°47'30"E
L63	56.30	N89°07'24"E
L64	3.61	S43°04'49"E
L65	27.91	S43°04'49"E
L66	151.93	N43°48'52"E
L67	109.27	N43°48'52"E
L68	41.02	N04°01'26"E
L69	20.00	S85°58'34"E
L70	17.01	N04°01'26"E
L71	41.61	N43°48'52"E
L72	334.65	S43°04'49"E
L73	351.79	S43°04'49"E
L74	88.28	N70°33'44"E
L75	95.39	N70°33'44"E
L76	15.86	N56°08'34"E
L77	26.21	N28°41'25"W
L78	40.62	N08°23'18"E
L79	50.00	S65°27'05"E
L88	148.53	N31°13'45"E
L89	63.43	N35°20'05"E



CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C7	350.00	51.30	51.25	N23°52'39"E	82°33'50"
C8	350.00	51.30	51.25	N15°28'50"E	82°33'50"
C9	350.00	51.30	51.25	N07°05'00"E	82°33'50"
C10	350.00	51.30	51.25	N01°18'49"W	82°33'50"
C11	350.00	51.30	51.25	S09°42'39"E	82°33'50"
C12	350.00	51.30	51.25	S18°06'29"E	82°33'50"
C13	350.00	51.30	51.25	S26°30'18"E	82°33'50"
C14	350.00	51.30	51.25	S34°54'08"E	82°33'50"
C15	350.00	24.31	24.31	S41°05'26"E	3°58'47"
C16	125.00	48.13	47.84	S54°08'43"E	22°03'48"
C17	125.00	71.48	70.49	S81°11'6"E	32°45'17"
C18	125.00	44.32	44.08	N71°56'43"E	20°18'45"
C22	175.00	50.68	50.51	N70°05'10"E	16°35'38"
C23	175.00	35.94	35.88	N84°16'00"E	11°46'01"
C24	175.00	35.90	35.83	S83°58'24"E	11°45'11"
C25	175.00	35.90	35.83	S72°13'14"E	11°45'11"
C26	175.00	35.85	35.79	S60°28'29"E	11°44'19"
C27	175.00	35.20	35.14	S48°50'34"E	11°41'29"
C28	400.00	7.23	7.23	S42°33'46"E	1°02'08"
C29	400.00	36.80	36.78	S39°15'58"E	5°32'27"
C30	400.00	38.89	38.87	S31°42'08"E	5°34'13"
C31	400.00	39.60	39.58	S28°04'52"E	5°40'20"
C32	400.00	41.12	41.10	S22°18'00"E	5°52'24"
C33	400.00	38.08	38.07	S16°37'40"E	5°27'16"
C34	400.00	38.88	38.87	S11°08'56"E	5°34'11"
C35	400.00	39.06	39.05	S05°31'59"E	5°35'44"
C36	400.00	38.10	38.08	N00°00'25"W	5°27'24"
C37	400.00	38.10	38.08	N05°27'00"E	5°27'24"
C38	400.00	38.10	38.08	N10°54'24"E	5°27'24"
C39	400.00	38.10	38.08	N18°21'48"E	5°27'24"
C40	400.00	38.10	38.08	N21°49'13"E	5°27'24"
C46	375.00	442.63	417.38	N43°04'49"W	67°37'44"
C47	150.00	196.69	182.90	S80°38'44"E	75°07'50"
C49	350.00	21.55	21.55	N28°18'44"E	0°33'39"
C50	350.00	44.34	44.31	N31°42'19"E	0°71'30"
C51	350.00	61.30	61.22	N23°03'32"E	10°02'04"



SEE SHEET 1 OF 2 FOR PROPERTY

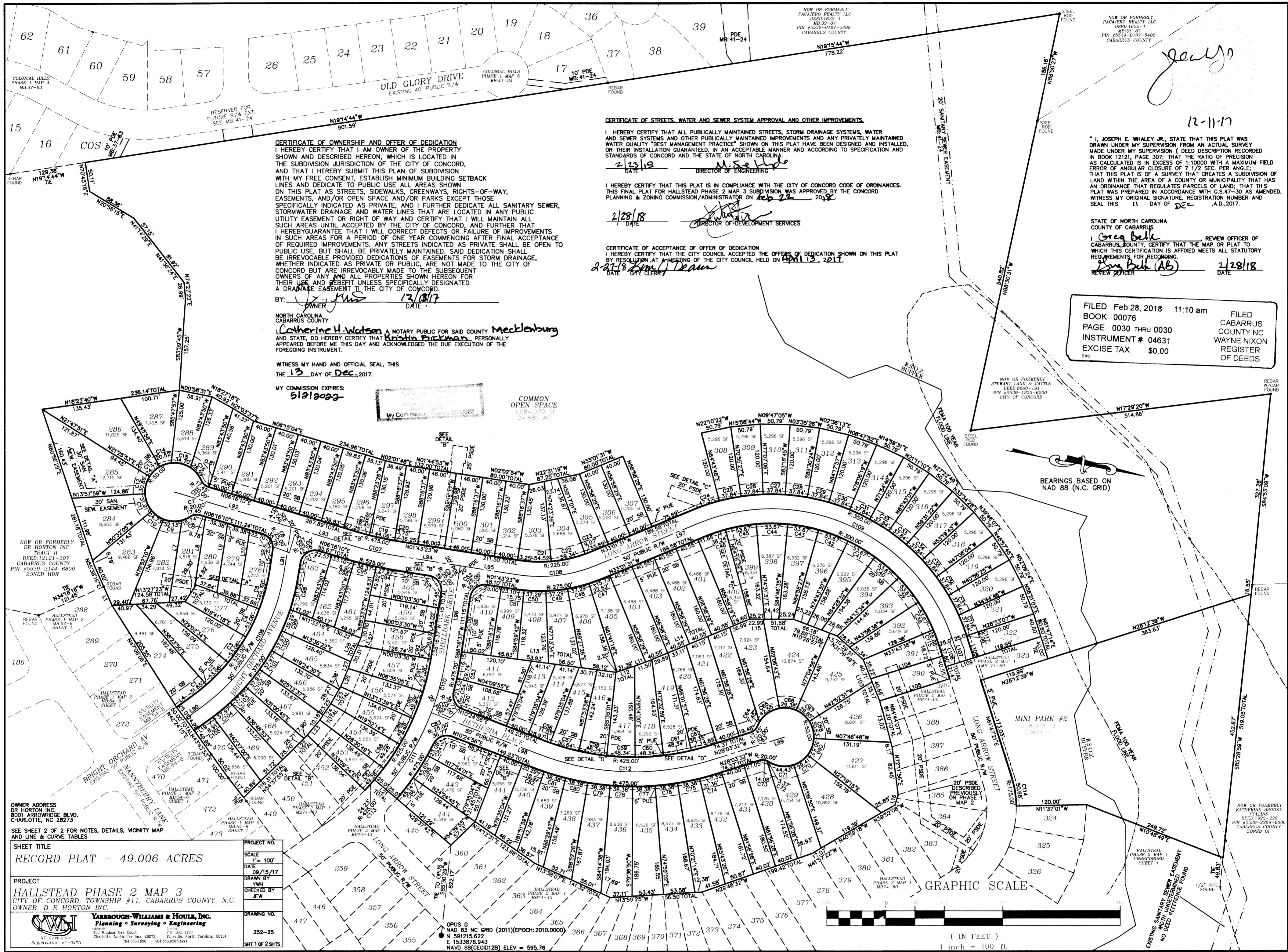
SHEET TITLE
RECORD PLAT - 35.183 ACRES

PROJECT
HALLSTEAD PHASE 2 MAP 2
CITY OF CONCORD, TOWNSHIP #11, CABARRUS COUNTY, N.C.
OWNER: D R HORTON INC.

SCALE
1" = 100'
DATE
03/02/17
DRAWN BY
YWH
CHECKED BY
JEW
DRAWING NO.
252-22
SHT 2 OF 2 SHTS

OWNER ADDRESS
DR HORTON INC.
8001 ARROWBRIDGE BLVD.
CHARLOTTE, NC 28273

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court, P.O. Box 1198
Charlotte, North Carolina, 28273 Pineville, North Carolina, 28134
704.556.1990 704.556.0505(tax)



CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
 I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: JWS DATE: 12/11/17

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND 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.

DATE: 2/23/18 DIRECTOR OF ENGINEERING: M. Seidel

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR HALLSTEAD PHASE 2 MAP 3 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR ON Feb 22, 2018.

DATE: 2/28/18 DIRECTOR OF DEVELOPMENT SERVICES: [Signature]

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 MEETING OF THE CITY COUNCIL HELD ON April 13, 2018.

DATE: 2-27-18 CITY CLERK: [Signature]

NORTH CAROLINA
 CABARRUS COUNTY
 I, Catherine H. Watson, a Notary Public for said County Mecklenburg AND STATE, DO HEREBY CERTIFY THAT ANISHA PICKMAN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS
 THE 13 DAY OF Dec, 2017.

MY COMMISSION EXPIRES: 5/12/2022

COMMON OPEN SPACE
 1,084.070 SF
 24.886 AC

12-11-17

* I, JOSEPH E. WHALEY JR., STATE THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 12121, PAGE 307; THAT THE RATIO OF PRECISION AS CALCULATED IS IN EXCESS OF 1:10000 WITH A MAXIMUM FIELD ERROR OF ANGULAR CLOSURE OF 7 1/2 SEC. PER ANGLE; 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; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 11 DAY OF DEC, A.D., 2017.

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.
 REVIEW OFFICER: Greg Bell (AB) DATE: 2/28/18

FILED Feb 28, 2018 11:10 am FILED
 BOOK 00076 CABARRUS
 PAGE 0030 THRU 0030 COUNTY NC
 INSTRUMENT # 04631 WAYNE NIXON
 EXCISE TAX \$0.00 REGISTER
 OF DEEDS

OWNER ADDRESS
 DR. HORTON INC.
 8001 ARROWCREE BLVD.
 CHARLOTTE, NC 28273

SEE SHEET 2 OF 2 FOR NOTES, DETAILS, VICINITY MAP AND LINE & CURVE TABLES

SHEET TITLE
RECORD PLAT - 49.006 ACRES

PROJECT
HALLSTEAD PHASE 2 MAP 3
 CITY OF CONCORD, TOWNSHIP #11, CABARRUS COUNTY, N.C.
 OWNER: D.R. HORTON INC.

PROJECT NO.
 252-25

SCALE
 1" = 100'

DATE
 09/15/17

DRAWN BY
 YWH

CHECKED BY
 JEW

DRAWING NO.
 252-25

SHT 1 OF 2 SHTS

YARBROUGH-WILLIAMS & HOULE, INC.
 Planning • Surveying • Engineering
 720 Windsor Oak Court
 Charlotte, North Carolina 28273
 P.O. Box 1198
 Pineville, North Carolina 28134
 704.556.1990 704.556.0505(na)

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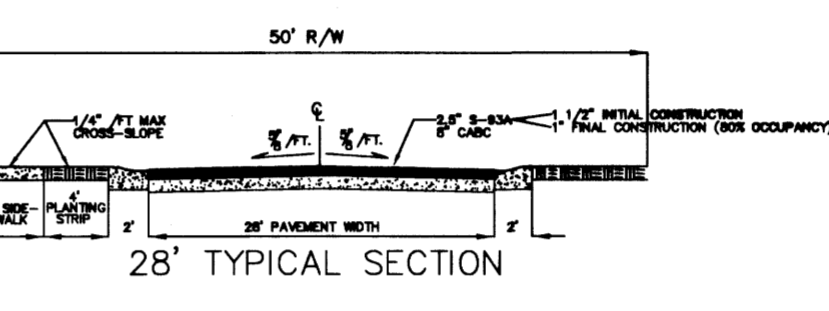
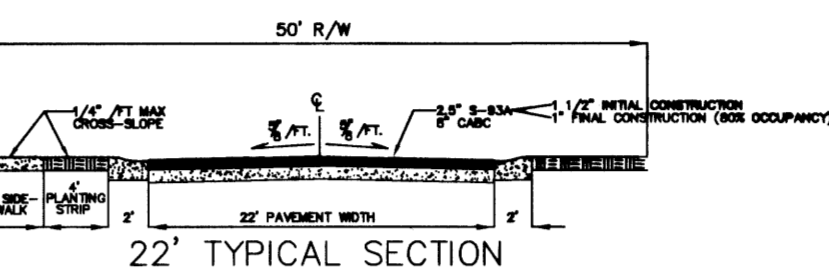
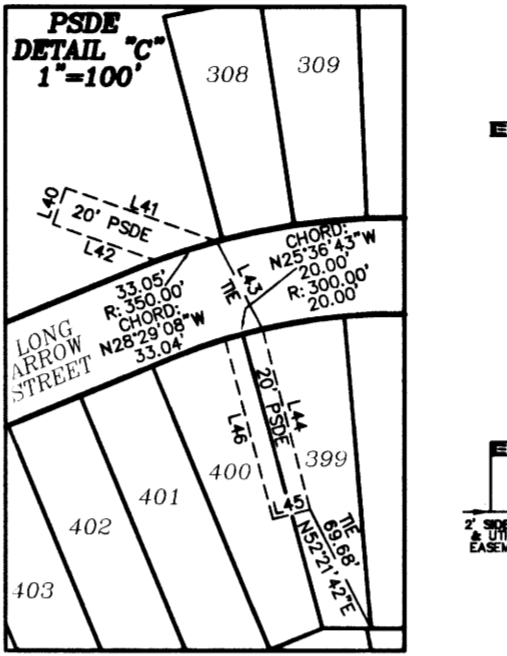
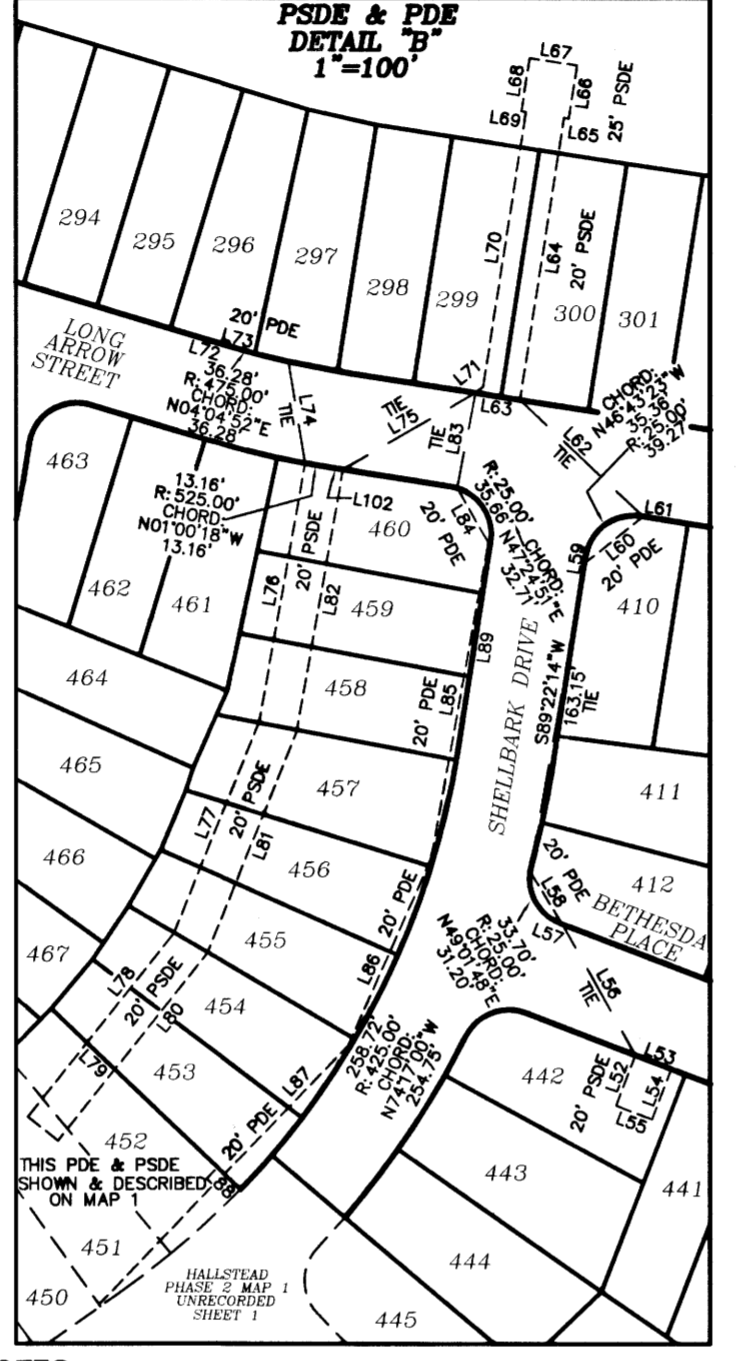
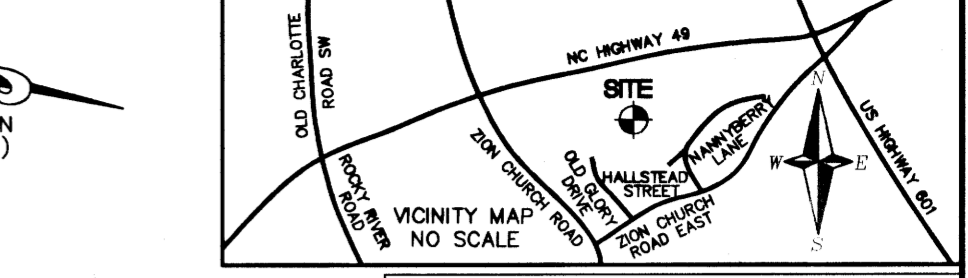
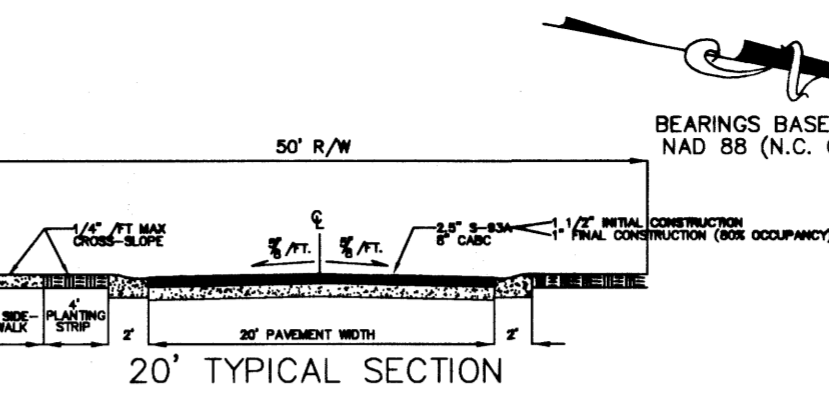
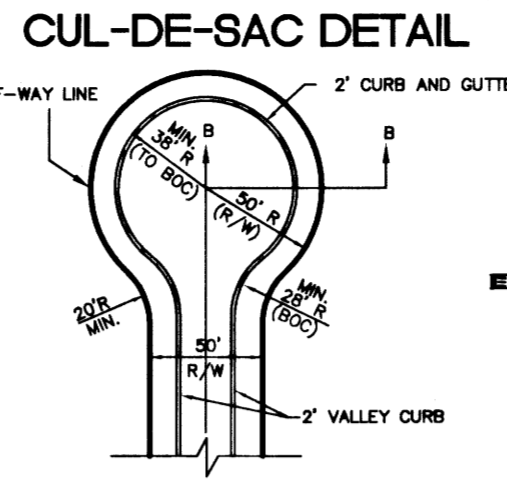
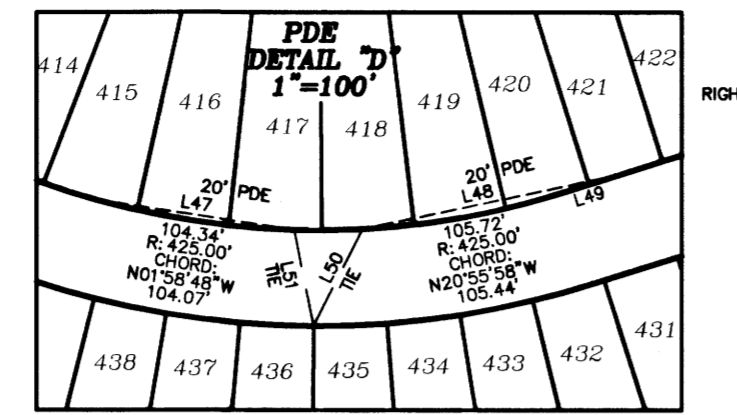
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER Greg Bell DATE 12/11/17

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS EXCEPT THOSE 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 IRREVOCABLE MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.
BY: John M. Watson OWNER DATE: 12/13/17

NORTH CAROLINA
COUNTY OF CABARRUS
I, Catherine H. Watson NOTARY PUBLIC FOR SAID COUNTY Meddenburg AND STATE, DO HEREBY CERTIFY THAT John M. Watson PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS
THE 13 DAY OF Dec, 2017.

MY COMMISSION EXPIRES:
5/01/2022



CURVE TABLE					
CURVE	RADIUS	LENGTH	BEARING	DELTA	
C1	325.00	31.65	31.64	N48°48'45"W	53°45'50"
C2	325.00	53.08	53.00	N58°16'48"W	92°11'16"
C3	325.00	53.08	53.00	N65°39'04"W	92°11'16"
C4	325.00	53.08	53.00	N74°59'20"W	92°11'16"
C5	325.00	68.39	68.27	N85°41'40"W	120°3'25"
C6	25.00	35.78	32.81	N47°16'24"E	82°00'28"
C7	20.00	17.45	16.90	N18°43'40"W	49°59'41"
C8	50.00	15.74	15.68	N34°42'17"W	18°02'28"
C9	50.00	32.13	31.58	N07°16'36"W	36°48'53"
C10	50.00	24.73	24.48	N25°17'53"E	28°20'04"
C11	50.00	31.91	31.37	N57°44'58"E	36°34'06"
C12	50.00	30.80	30.40	N86°16'03"W	35°2'55"
C13	50.00	24.73	24.48	N54°24'05"W	28°20'06"
C14	50.00	20.52	20.38	N28°28'35"W	23°30'53"
C15	50.00	34.70	34.01	N03°09'40"E	39°45'38"
C16	50.00	28.99	28.59	N39°39'10"E	33°13'23"
C17	20.00	17.45	16.90	N31°16'01"E	49°59'41"
C18	475.00	18.45	18.45	N05°09'24"E	2°13'33"
C19	475.00	44.06	44.05	N01°23'11"E	5°18'53"
C20	475.00	3.75	3.75	N01°29'49"W	0°27'08"
C21	225.00	54.52	54.38	N08°39'52"W	13°52'58"
C22	225.00	59.34	59.17	N23°39'40"W	15°36'39"
C23	225.00	9.07	9.07	N31°52'15"W	2°18'32"
C24	350.00	47.37	47.34	N29°08'51"W	7°45'19"
C25	350.00	37.84	37.82	N12°21'22"W	6°11'39"
C26	350.00	37.84	37.82	N09°47'05"W	6°11'39"
C27	350.00	37.84	37.82	N03°35'26"W	6°11'39"
C28	350.00	37.84	37.82	N02°36'13"E	6°11'39"
C29	350.00	37.84	37.82	N08°47'52"E	6°11'39"
C30	350.00	37.84	37.82	N01°43'23"W	6°11'39"
C31	350.00	37.84	37.82	N01°11'10"E	6°11'39"
C32	350.00	37.84	37.82	N02°22'48"E	6°11'39"
C33	350.00	37.84	37.82	N03°34'28"E	6°11'39"
C34	350.00	37.84	37.82	N04°46'07"E	6°11'39"
C35	350.00	37.84	37.82	N05°57'45"E	6°11'39"
C36	350.00	37.84	37.82	N07°09'24"E	6°11'39"
C37	350.00	37.84	37.82	N08'20'02"E	6°11'39"
C38	300.00	53.67	53.59	N51°08'53"E	10°14'58"
C39	300.00	53.67	53.59	N40°53'55"E	10°14'58"
C40	300.00	53.67	53.59	N30'38'57"E	10°14'58"
C41	300.00	53.67	53.59	N20'23'59"E	10°14'58"
C42	300.00	53.67	53.59	N10'09'01"E	10°14'58"
C43	300.00	53.67	53.59	N00'05'56"W	10°14'58"
C44	300.00	53.67	53.59	N10°20'54"W	10°14'58"
C45	300.00	53.67	53.59	N20'35'52"W	10°14'58"
C46	300.00	38.24	38.21	N29°22'26"W	7°18'10"
C47	275.00	22.62	22.62	N30°40'06"W	4°42'49"
C48	275.00	37.29	37.26	N24°25'38"W	7°46'08"
C49	275.00	37.29	37.26	N16°39'30"W	7°46'08"
C50	275.00	37.29	37.26	N08'53'23"W	7°46'08"
C51	275.00	37.29	37.26	N03'21'50"W	7°46'08"
C52	25.00	38.27	35.36	N46°43'23"W	90°00'00"
C53	475.00	29.74	29.73	N89°55'47"W	3°35'12"
C54	475.00	23.32	23.31	N86°43'48"W	2°48'45"
C55	25.00	36.77	33.54	N52°32'45"E	84°15'39"
C56	425.00	11.03	11.03	N09°40'18"E	1°29'15"
C57	425.00	50.84	50.61	N05°30'51"E	6°49'38"
C58	425.00	48.34	48.31	N01°09'28"W	6°31'01"
C59	425.00	48.34	48.31	N07°40'30"W	6°31'01"
C60	425.00	48.34	48.31	N14°11'31"W	6°31'01"
C61	425.00	48.34	48.31	N20°42'32"W	6°31'01"
C62	425.00	30.35	30.34	N26°00'47"W	4°05'29"
C63	20.00	17.45	16.90	N53°03'23"W	49°59'41"
C64	50.00	7.45	7.44	N73°47'04"W	8°32'18"
C65	50.00	42.55	41.28	N45°08'02"W	48°45'46"
C66	50.00	29.38	28.96	N03°55'05"W	33°40'08"
C67	50.00	29.85	29.41	N30°01'04"E	34°12'10"
C68	50.00	30.63	30.15	N64°40'11"E	35°06'03"
C69	50.00	30.63	30.15	S80°13'46"E	35°06'03"
C70	50.00	29.41	28.99	N45°43'37"W	33°42'21"
C71	50.00	44.43	42.98	N03°31'06"W	50°54'31"
C72	20.00	3.37	3.36	N17°06'41"E	9°38'57"
C73	20.00	14.08	13.79	N07°53'10"W	40°20'44"
C74	475.00	31.36	31.36	N26°10'03"W	3°46'58"
C75	475.00	38.38	38.37	N21°57'40"W	4°37'48"
C76	475.00	38.38	38.37	N17°19'52"W	4°37'48"
C77	475.00	38.38	38.37	N12°42'04"W	4°37'48"
C78	475.00	38.38	38.37	N08°04'16"W	4°37'48"
C79	475.00	38.38	38.37	N03'26'28"W	4°37'48"
C80	475.00	38.38	38.37	N01°11'19"W	4°37'48"
C81	475.00	38.38	38.37	N05°49'07"E	4°37'48"
C82	475.00	18.92	18.92	N08°16'28"E	2°16'54"
C83	25.00	36.77	33.54	N31°42'54"W	84°15'39"
C84	475.00	23.08	23.08	N72°27'13"W	2°47'01"
C85	475.00	45.65	45.63	N68°18'31"W	5°30'21"
C86	475.00	45.14	45.13	N62°49'59"W	5°26'43"
C87	425.00	49.28	49.25	N60°09'54"W	6°38'35"
C88	425.00	49.28	49.25	N66°48'29"W	6°38'35"
C89	425.00	49.28	49.25	N73°27'03"W	6°38'35"
C90	425.00	49.28	49.25	N80°05'38"W	6°38'35"
C91	425.00	57.28	57.23	N87°16'34"W	7°43'18"
C92	425.00	4.35	4.35	N88°34'12"E	0°35'10"
C93	25.00	39.27	35.36	N43°16'37"E	90°00'00"
C94	525.00	27.97	27.96	N00°11'49"W	3°03'08"
C95	525.00	38.37	38.36	N03°25'23"E	0°41'16"
C96	525.00	6.90	6.90	N05°53'36"E	0°45'10"
C97	25.00	42.76	37.73	N42°43'36"W	97°59'34"
C98	375.00	61.04	60.98	N87°03'35"W	97°59'34"
C99	375.00	39.29	39.27	N79°23'42"W	67°00'00"
C100	375.00	37.97	37.96	N73°29'34"W	5°48'08"
C101	375.00	37.97	37.96	N67°41'26"W	5°48'08"
C102	375.00	37.97	37.96	N61°53'19"W	5°48'08"
C103	375.00	37.97	37.96	N56°05'11"W	5°48'08"
C104	375.00	37.97	37.96	N50°17'04"W	5°48'08"
C105	375.00	8.91	8.91	N46°42'10"W	1°21'40"
C106	350.00	279.16	271.82	N68°52'25"W	45°41'55"
C107	550.00	69.75	69.69	N02°16'24"E	7°59'34"
C108	250.00	61.04	60.98	N17°22'22"W	31°18'09"
C109	325.00	53.82	47.52	N14°22'55"E	94°48'52"
C110	450.00	95.34	95.16	N85°39'16"W	120°18'19"
C111	450.00	152.95	152.21	N69°50'51"W	19°28'28"
C112	450.00	302.18	296.53	N08°48'18"W	38°28'28"
C113	425.00	24.23	24.23	N58°28'37"W	0°31'61"
C114	175.00	50.68	50.51	N70°05'10"E	16°35'38"
C115	300.00	28.88	28.87	N59°01'51"E	05°30'59"
C116	350.00	37.84	37.82	N58°21'03"E	06°11'39"
C117	350.00	2.08	2.08	N61°37'07"E	10°20'28"

LEGEND
ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
COS - COMMON OPEN SPACE
LF - LINEAR FEET
LME - LANDSCAPE AND MONUMENT EASEMENT
MB - MAP BOOK
PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
PSDE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
ST - 25'X25' SIGHT TRIANGLE EASEMENT
ST2 - 35'X35' SIGHT TRIANGLE EASEMENT
ST3 - 10'X70' SIGHT TRIANGLE EASEMENT
SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
SL - SEWER LINE
5' RY - 5' REAR YARD
WYMH - YARBROUGH-WILLIAMS AND HOULE
FLOOD PROTECTION ELEVATION (BASE FLOOD ELEVATION PLUS TWO FEET)
5' PUE - 5' PUBLIC UTILITY EASEMENT

LINE TYPE LEGEND
ST - 25'X25' SIGHT TRIANGLE EASEMENT
ST2 - 35'X35' SIGHT TRIANGLE EASEMENT
ST3 - 10'X70' SIGHT TRIANGLE EASEMENT
SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
SL - SEWER LINE
5' RY - 5' REAR YARD
WYMH - YARBROUGH-WILLIAMS AND HOULE
FLOOD PROTECTION ELEVATION (BASE FLOOD ELEVATION PLUS TWO FEET)
5' PUE - 5' PUBLIC UTILITY EASEMENT

NOTES
ALL CURBS SHALL HAVE A MINIMUM 25' RADIUS AT THE BACK OF CURB UNLESS OTHERWISE NOTED. ALL R/W SHALL HAVE A MINIMUM 25' RADIUS UNLESS OTHERWISE NOTED. ALL COLLECTORS TO HAVE A 30' MINIMUM RADIUS.
DEVELOPER WILL PROVIDE STREET SIGNS.
SIGHT TRIANGLES SHOWN ARE THE MINIMUM REQUIRED. PER NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT).
THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE AND ANY STRUCTURES AND/OR OBSTRUCTIONS TO STORM WATER FLOW IS PROHIBITED. THE SDE WILL BE MAINTAINED BY THE OWNERS, HIS HEIRS OR ASSIGNS, FOR WHAT PURPOSE AT NO EXPENSE TO THE DEPARTMENT OF TRANSPORTATION.
THE DEVELOPER SHALL MAKE A DILIGENT EFFORT TO PRESERVE AREAS OF REQUIRED BUFFERS WHERE SIGNIFICANT VEGETATION EXISTS. THESE AREAS SHALL REMAIN UNDISTURBED EXCEPT TO THE EXTENT NECESSARY TO ACCOMMODATE THE ABOVE ITEMS OF THIS SECTION.
THE SUBDIVISION WILL FOLLOW GUIDELINES FOR CUSTOMIZED DEVELOPMENT AS PER THE CCZO.
THE OUTER BOUNDARIES OF CLUSTER NEIGHBORHOODS MUST MEET THE SETBACK REQUIREMENTS OF A 50' BUFFERYARD ALONG ZION CHURCH ROAD EAST AND ALONG COMMON TRACT LINES WITH EXISTING RESIDENTIAL DEVELOPMENT PER SECTION 5-11. MANAGED BUFFERS SHALL MEET THE LANDSCAPING STANDARDS OF A LEVEL 3 BUFFERYARD AS SET FORTH IN CHAPTER 9, TABLE 4 OF THE CCZO PER SECTION 5-9-2.
BOUNDARY INFORMATION PREPARED BY YARBROUGH-WILLIAMS & HOULE, INC.
WATER CONNECTION, WASTEWATER CONNECTION AND METER FEES WILL BE PAID AT THE TIME THE ZONING CLEARANCE PERMIT IS REQUESTED FOR EACH LOT.
ANY ORNAMENTAL VEGETATION, TREES AND ASSOCIATED IRRIGATION SYSTEM(S) LOCATED WITHIN THE PUBLIC ROAD/STREET RIGHTS-OF-WAY SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
THE SUBDIVISION WILL BE SERVED BY PUBLIC WATER AND GRAVITY SANITARY SEWER SERVICE FROM THE CITY OF CONCORD.
A 2' WIDE SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALKS ABUTS RIGHT-OF-WAY.
WHERE THE SIDEWALK CROSSES A DRIVEWAY, THE SIDEWALK SHALL BE 6" THICK.
HANDICAP RAMPS SHALL BE PLACED AT ALL INTERSECTIONS AND AT THE END OF EACH SIDEWALK, SIDEWALK AND ACCESSIBLE RAMPS WILL BE PROVIDED AT ALL MINI PARKS ALONG PUBLIC STREETS.
SUBJECT PROPERTY LOCATED IN FEMA FLOOD ZONE A, AE AND X.
SUBJECT PROPERTY DOES FALL IN FEMA FLOODPLAIN.
MAP NUMBER: 37025C1200
EFFECTIVE DATE: NOVEMBER 2, 1994.
ANY DEVELOPMENT, CONSTRUCTION OR FILL ACTIVITY WILL OCCUR IN COMPLIANCE WITH THE CABARRUS COUNTY FLOOD PREVENTION ORDINANCE.
MINIMUM SIZE FOR FIRE SERVICE WATER MAINS IN RESIDENTIAL DEVELOPMENTS SHALL BE 6 INCHES.
ALL 6 INCH WATER MAINS SHALL BE LOOPED.
ALL DEAD END MAINS SHALL BE 8 INCHES.
ALL NEWLY INSTALLED FIRE HYDRANTS SHALL BE 1000 FEET INTERVALS IN RESIDENTIAL AREAS.
THE HALLSTEAD HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON OPEN SPACE.
ALL STREET RIGHT OF WAY SHOWN SHALL BE PUBLIC.

UTILITY CONNECTION FEES DUE AT TIME OF ISSUANCE OF RESIDENTIAL ZONING CLEARANCE PERMIT.
DEDICATION OF COMMON OPEN SPACE
THE HALLSTEAD PHASE 2 HOMEOWNERS ASSOCIATION OF CABARRUS, INC. IN RECORDING THIS PLAT AS A PORTION OF HALLSTEAD PHASE 2 HAS DESIGNATED CERTAIN PARTS AS "COMMON OPEN SPACES" FOR USE BY THE HOMEOWNERS OR TENANTS OF HALLSTEAD PHASE 2 FOR PARKING, RECREATIONAL AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO HALLSTEAD PHASE 2. DECLARATION TO BE RECORDED IN THE CABARRUS COUNTY REGISTRY PRIOR TO THE SALE OF ANY LOTS, AND WHICH SAID DECLARATION IS HEREBY MADE A PART OF THIS PLAT AND INCORPORATED HEREIN.
THIS SUBDIVISION HAS "SUPPLEMENTAL DEVELOPMENT STANDARDS" ATTACHED PER A SETTLEMENT AGREEMENT BETWEEN CABARRUS COUNTY AND THE CITY OF CONCORD. THEY ARE LOCATED ON THE HALLSTEAD CONSTRUCTION PLANS.
NO IRON TRACER WAS FOUND TO BE WITHIN 200'.
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED.
THIS PROPERTY SUBJECT TO ALL OTHER RIGHTS-OF-WAY EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.
AREAS WERE CALCULATED BY COORDINATE METHOD.
PROPERTY ZONED HDR
LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS
RIVER/STREAM OVERLAY ZONE (RSOZ) BUFFER DETERMINED BY CITY OF CONCORD REQUIREMENTS.

FILED Feb 28, 2018 11:10 am
BOOK 0076
PAGE 0031 THRU 0031
INSTRUMENT # 04632
EXCISE TAX \$0.00
FILED CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

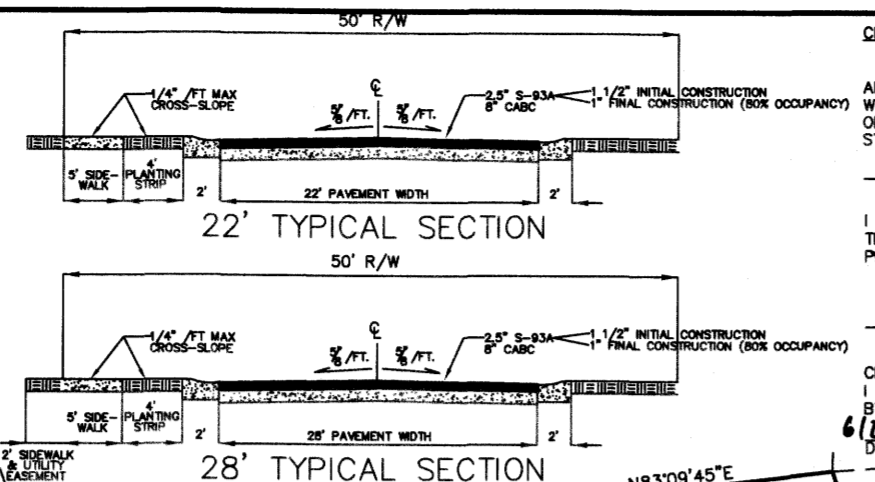
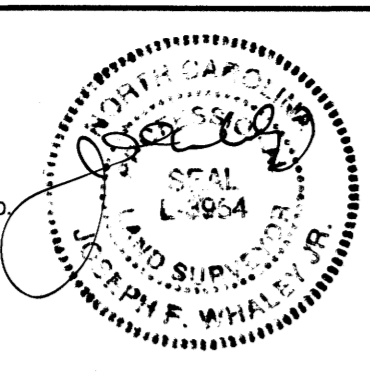
BUILDING SETBACKS

FRONT SETBACK	20'
SIDEYARD SETBACK	*FLEXIBLE
SIDEYARD (CORNER LOTS)	*FLEXIBLE
REAR YARD SETBACK	*FLEXIBLE
*FLEXIBLE - SETBACKS IDENTIFIED AS FLEXIBLE ABOVE CAN BE MOVED WITHIN THE LOT AS LONG AS THE MINIMUM REQUIRED SEPARATION IS MAINTAINED ALONG A COMMON PROPERTY LINE	

LINEAR FEET IN STREETS
BETHESDA PLACE - 628.89'
SHELLBARK DRIVE - 409.44'
BRIGHT ORCHARD AV

I, JOSEPH E. WHALEY JR., STATE THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 12121, PAGE 307; THAT THE RATIO OF PRECISION AS CALCULATED IS IN EXCESS OF 1:10000 WITH A MAXIMUM FIELD ERROR OF ANGULAR CLOSURE OF 7.1/2 SEC. PER ANGLE. 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; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17 DAY OF MAY A.D. 2018

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, Greg Cabarrus REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Greg Cabarrus 6/29/18
REVIEW OFFICER DATE

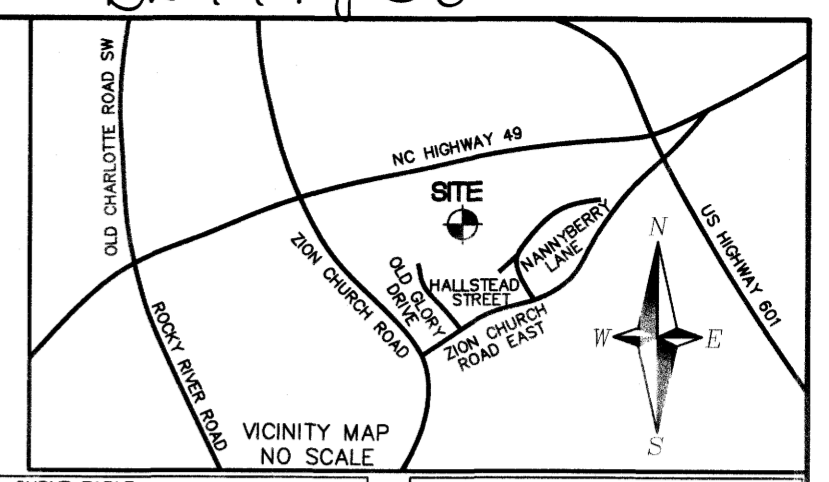
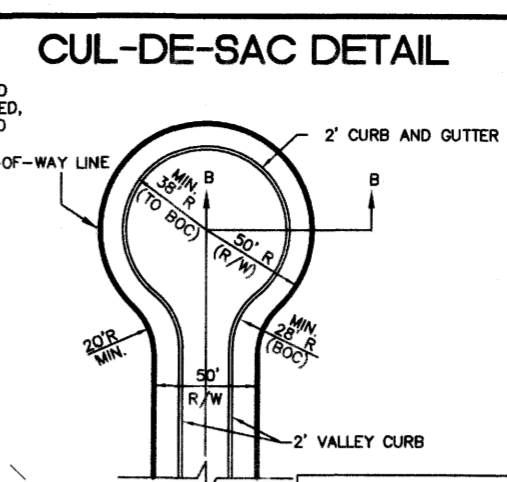


CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.

AND SEWER SYSTEMS AND OTHER PUBLICALLY 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.

Greg Cabarrus DIRECTOR OF ENGINEERING
4/24/18 DATE
I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR HALLSTEAD PHASE 2 MAP 4 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR ON 4/24/18 2018

Greg Cabarrus DIRECTOR OF DEVELOPMENT SERVICES
6/29/18 DATE
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 6/29/18 2018



CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES AND LOCATE 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 THOSE 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 TO PUBLIC USE ALL AREAS SHOWN IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: Catherine H. Watson 5/17/18
OWNER DATE

NORTH CAROLINA
CABARRUS COUNTY
I, Catherine H. Watson Notary Public for said County and State, DO HEREBY CERTIFY THAT Kristin Pickens PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
Catherine H. Watson
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 5/27/22

WITNESS MY HAND AND OFFICIAL SEAL, THIS 17 DAY OF May 2018

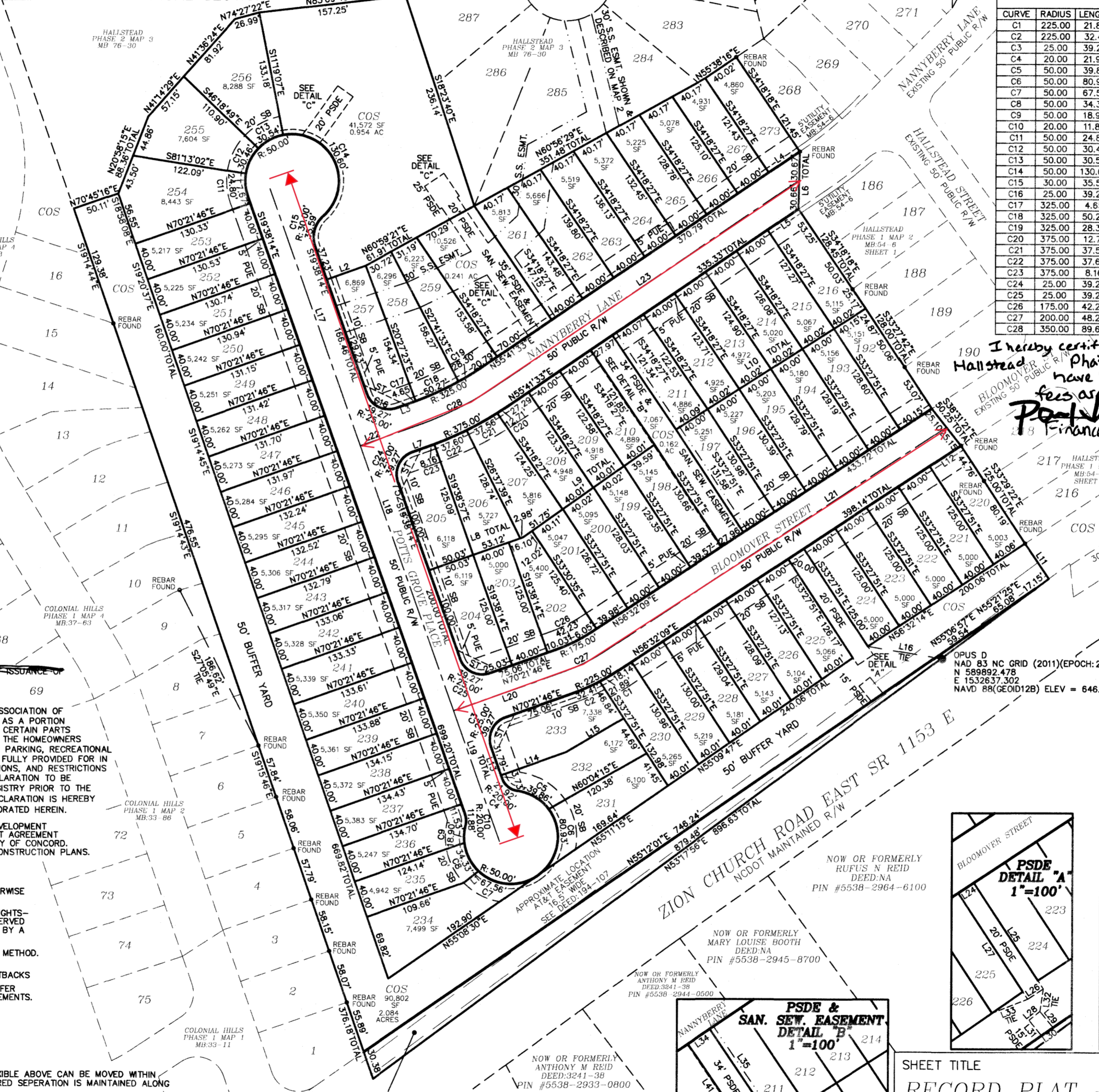
LEGEND
5' PUE - 5' PUBLIC UTILITY EASEMENT
ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
COS - COMMON OPEN SPACE
LF - LINEAR FEET
LME - LANDSCAPE AND MONUMENT EASEMENT
MB - MAP BOOK
PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
PSE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
ST - 25'X25' SIGHT TRIANGLE EASEMENT
ST2 - 35'X35' SIGHT TRIANGLE EASEMENT
ST3 - 10'X70' SIGHT TRIANGLE EASEMENT
SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
SL - SEWER LINE
RY - 5' REAR YARD
YW&H - YARBROUGH-WILLIAMS AND HOULE
XXXX - FLOOD PROTECTION ELEVATION (BASE FLOOD ELEVATION PLUS TWO FOOT)

LINE TYPE LEGEND
PROPERTY LINE
RIGHT-OF-WAY LINE
SETBACK AND REAR YARD LINES
CENTERLINE
UTILITY EASEMENT
SANITARY SEWER EASEMENT
SIDEWALK EASEMENT
LANDSCAPE & MONUMENT EASEMENT

NOTES
ALL CURBS SHALL HAVE A MINIMUM 25' RADIUS AT THE BACK OF CURB UNLESS OTHERWISE NOTED. ALL R/W SHALL HAVE A MINIMUM 25' RADIUS UNLESS OTHERWISE NOTED. ALL COLLECTORS TO HAVE A 30' MINIMUM RADIUS.
DEVELOPER WILL PROVIDE STREET SIGNS.
SIGHT TRIANGLES SHOWN ARE THE MINIMUM REQUIRED. PER NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT).
THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER AND/OR OBSTRUCTION TO STORM WATER FLOW IS PROHIBITED. THE SDE WILL BE MAINTAINED BY THE OWNERS, HIS HEIRS OR ASSIGNS, FOR WHAT PURPOSE AT NO EXPENSE TO THE DEPARTMENT OF TRANSPORTATION.
THE DEVELOPER SHALL MAKE A DILIGENT EFFORT TO PRESERVE AREAS OF REQUIRED BUFFERS WHERE SIGNIFICANT VEGETATION EXISTS. THESE AREAS SHALL REMAIN UNDISTURBED EXCEPT TO THE EXTENT NECESSARY TO ACCOMMODATE THE ABOVE ITEMS OF THIS SECTION.
THE SUBDIVISION WILL FOLLOW GUIDELINES FOR CUSTOMIZED DEVELOPMENT AS PER THE CCZO.
THE OUTER BOUNDARIES OF CLUSTER NEIGHBORHOODS MUST MEET THE SETBACK REQUIREMENTS OF A 50' BUFFERYARD ALONG ZION CHURCH ROAD EAST AND ALONG COMMON TRACT LINES WITH EXISTING RESIDENTIAL DEVELOPMENT PER SECTION 5-11. MANMADE BUFFERS SHALL MEET THE LANDSCAPING STANDARDS OF A LEVEL 3 BUFFERYARD AS SET FORTH IN CHAPTER 9, TABLE 4 OF THE CCZO PER SECTION 5-9-2.
BOUNDARY INFORMATION PREPARED BY YARBROUGH-WILLIAMS & HOULE, INC.
WATER CONNECTION, WASTEWATER CONNECTION AND METER FEES WILL BE PAID AT THE TIME THE ZONING CLEARANCE PERMIT IS REQUESTED FOR EACH LOT.
ANY ORNAMENTAL VEGETATION, TREES AND ASSOCIATED IRRIGATION SYSTEM(S) LOCATED WITHIN THE PUBLIC ROAD/STREET RIGHTS-OF-WAY SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
THE SUBDIVISION WILL BE SERVED BY PUBLIC WATER AND GRAVITY SANITARY SEWER SERVICE FROM THE CITY OF CONCORD.
A 2' WIDE SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALKS ABUTS RIGHT-OF-WAY.
WHERE THE SIDEWALK CROSSES A DRIVEWAY, THE SIDEWALK SHALL BE 6" THICK.
HANDICAP RAMPS SHALL BE PLACED AT ALL INTERSECTIONS AND AT THE END OF EACH SIDEWALK. SIDEWALK AND ACCESSIBLE RAMPS WILL BE PROVIDED AT ALL MINI PARKS ALONG PUBLIC STREETS.
SUBJECT PROPERTY LOCATED IN FEMA FLOOD ZONE A, AE AND X.
EFFECTIVE DATE: NOVEMBER 2, 1994.
MINIMUM SIZE FOR FIRE SERVICE WATER MAINS IN RESIDENTIAL DEVELOPMENTS SHALL BE 6 INCHES.
ALL 6 INCH WATER MAINS SHALL BE LOOPED.
ALL DEAD END MAINS SHALL BE 8 INCHES.
ALL NEWLY INSTALLED FIRE HYDRANTS SHALL BE 1000 FEET INTERVALS IN RESIDENTIAL AREAS.
THE HALLSTEAD HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON OPEN SPACE.
ALL STREET RIGHT OF WAY SHOWN SHALL BE PUBLIC.

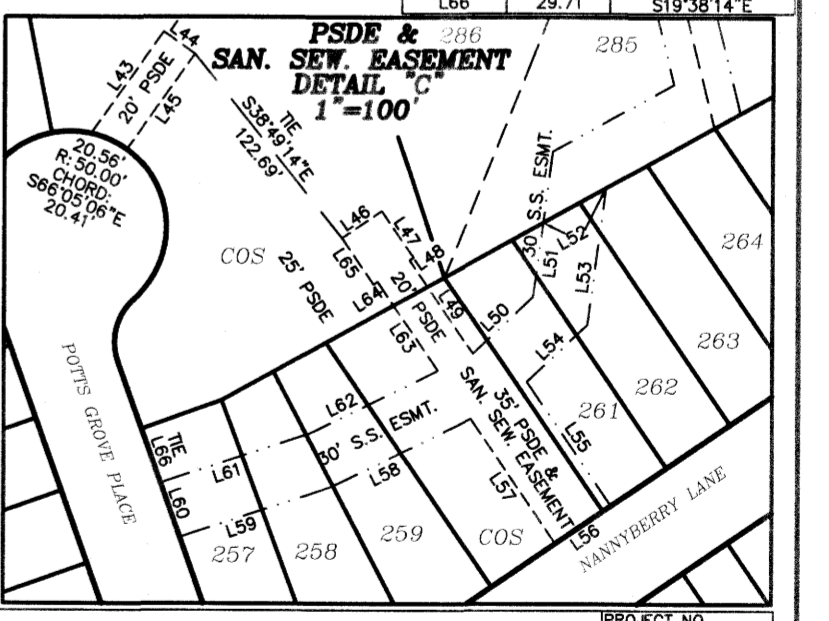
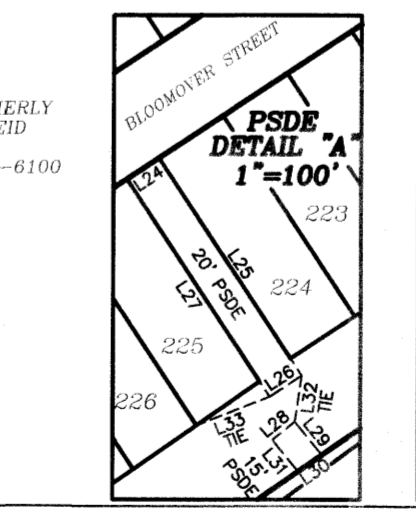
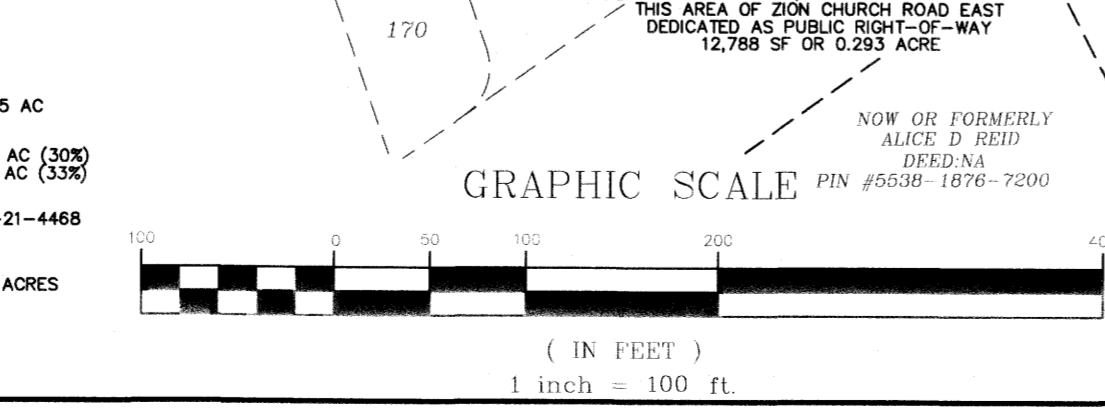
DEVELOPMENT DATA (PHASE ONE & TWO)
SITE AREA 155.55 AC
GROSS SITE AREA 155.55 AC
COMMON OPEN SPACE 48.67 AC (30%)
COMMON OPEN SPACE REQUIRED: 51.00 AC (33%)
COMMON OPEN SPACE PROVIDED:
ZONING: HDR 5539-21-4468
PARCEL I.D.#: 268
TOTAL # OF PHASE 2 LOTS: 73
AREA IN ZION CHURCH ROAD R/W - 0.293 ACRES
AREA IN STREET R/W - 2.399 ACRES
AREA IN COS - 3.441 ACRES (67.49%)
AREA IN LOTS - 9.185 ACRES
TOTAL AREA - 15.318 ACRES
73 LOTS RECORDED ON THIS PLAT.

COUNTY NC
WAYNE NIXON
REGISTER
PAGE 0056 THRU 0058
INSTRUMENT # 15858
EXCISE TAX \$0.00



CURVE TABLE					LINE TABLE			
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	LINE	LENGTH	BEARING
C1	225.00	21.89	21.88	N59°19'24"E	53°34'29"	L1	20.13	N51°11'08"E
C2	225.00	32.41	32.38	N66°14'12"E	81°5'08"	L2	44.29	N70°11'42"E
C3	25.00	39.27	35.36	N25°21'46"E	90°00'00"	L3	16.84	N70°21'46"E
C4	20.00	21.92	20.84	S51°02'09"E	62°47'50"	L4	40.01	N55°39'40"E
C5	50.00	39.86	38.82	S59°35'36"E	45°40'54"	L5	40.01	N55°42'37"E
C6	50.00	80.93	72.38	S09°37'04"W	92°44'27"	L6	61.33	N01°01'15"E
C7	50.00	67.56	62.54	S85°18'04"E	77°25'18"	L7	16.84	N70°21'46"E
C8	50.00	34.33	33.66	S26°55'17"E	39°20'16"	L8	106.13	N70°21'46"E
C9	50.00	18.90	18.79	N03°34'45"E	21°39'47"	L9	171.77	N54°39'55"E
C10	20.00	11.88	11.71	S02°36'48"E	34°22'52"	L10	240.18	N57°32'24"E
C11	50.00	24.80	24.55	S05°25'38"E	28°25'12"	L11	45.45	S34°21'24"E
C12	50.00	30.46	29.99	N26°14'04"E	34°54'13"	L12	40.01	N56°37'04"E
C13	50.00	30.54	30.07	N61°11'02"E	34°59'43"	L13	35.52	S19°38'14"E
C14	50.00	130.60	96.51	S26°29'24"E	149°39'25"	L14	73.71	N70°21'46"E
C15	30.00	35.59	33.54	N14°21'02"E	67°58'32"	L15	71.16	N59°19'08"E
C16	25.00	39.27	35.36	S64°38'14"E	90°00'00"	L16	80.04	S80°32'33"E
C17	325.00	4.85	4.85	N69°57'11"E	0°49'09"	L17	290.62	S19°38'14"E
C18	325.00	50.27	50.22	N65°06'46"E	85°14'11"	L18	300.00	S19°38'14"E
C19	325.00	28.30	28.29	N58°11'44"E	4°59'22"	L19	147.77	S19°38'14"E
C20	375.00	12.71	12.71	N66°39'48"E	1°56'30"	L20	125.06	N70°21'46"E
C21	375.00	37.56	37.54	N60°30'12"E	5°44'18"	L21	435.93	N56°32'09"E
C22	375.00	37.60	37.58	N66°14'41"E	5°44'39"	L22	66.84	N70°21'46"E
C23	375.00	8.16	8.16	N69°44'23"E	1°14'46"	L23	393.07	N55°41'33"E
C24	25.00	39.27	35.36	N25°21'46"E	90°00'00"	L24	20.00	N56°32'09"E
C25	25.00	39.27	35.36	S64°38'14"E	90°00'00"	L25	135.69	S33°27'51"E
C26	175.00	42.23	42.13	N63°26'58"E	13°49'37"	L26	20.00	N56°32'09"E
C27	200.00	48.27	48.15	N63°26'58"E	13°49'37"	L27	135.69	S33°27'51"E
C28	350.00	89.62	89.37	N63°01'40"E	14°40'13"	L28	15.00	N50°37'04"E
C29						L29	22.35	S32°22'56"E
C30						L30	15.05	N53°12'01"E
C31						L31	21.15	S32°22'56"E
C32						L32	24.26	N08°23'21"E
C33						L33	40.91	N68°37'05"E
C34						L34	34.00	N55°41'33"E
C35						L35	97.98	S34°18'27"E
C36						L36	45.46	S33°33'51"E
C37						L37	109.55	S33°27'52"E
C38						L38	34.00	N56°32'09"E
C39						L39	109.42	S33°27'52"E
C40						L40	45.21	S33°33'51"E
C41						L41	97.86	S34°18'27"E
C42						L42	35.00	N56°32'09"E
C43						L43	65.02	N35°26'23"E
C44						L44	20.00	S54°33'37"E
C45						L45	60.94	N35°26'23"E
C46						L46	25.00	N55°41'33"E
C47						L47	29.22	S34°18'27"E
C48						L48	2.50	N55°41'33"E
C49						L49	58.81	S34°18'27"E
C50						L50	42.93	N46°34'57"E
C51						L51	38.95	N07°38'09"E
C52						L52	37.42	N60°56'22"E
C53						L53	71.92	N07°38'09"E
C54						L54	43.16	N46°34'57"E
C55						L55	78.04	S34°18'27"E
C56						L56	35.00	N55°41'33"E
C57						L57	78.51	S34°18'27"E
C58						L58	81.01	N63°46'01"E
C59						L59	82.63	N71°32'26"E
C60						L60	30.01	S19°38'14"E
C61						L61	81.24	N71°32'26"E
C62						L62	74.68	N63°46'01"E
C63						L63	56.01	S34°18'27"E
C64						L64	2.50	N55°41'33"E
C65						L65	29.22	S34°18'27"E
C66						L66	29.71	S19°38'14"E

I hereby certify that all fees for the Hallstead Phase 2, Map 4 Subdivision have been paid, or that the fees are not applicable.
Greg Cabarrus Finance Director 6/29/18



SHEET TITLE
RECORD PLAT - 15.318 ACRES

PROJECT
HALLSTEAD PHASE 2 MAP 4
CITY OF CONCORD, TOWNSHIP #11, CABARRUS COUNTY, N.C.
OWNER: D R HORTON INC.

OWNER ADDRESS
DR. HORTON INC.
801 ARDENWIDGE BLVD.
CHARLOTTE, NC 28273

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
P.O. Box 1199
Charlotte, North Carolina, 28273
704.536.1990 704.556.0905(fax)

PROJECT NO.
SCALE
DATE
DRAWN BY
CHECKED BY
DRAWING NO.
SHT 1 OF 1 SHTS



MEMORADUM

DATE: Wednesday, April 14, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Rocky Mill Manor
 PROJECT NUMBER: 2020-053
 DEVELOPER: Cabarrus PROPCO, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site Plan
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, May 13, 2021
 ONE-YEAR WARRANTY DATE: Friday, May 13, 2022

Water Infrastructure	Quantity
8-inch in LF	80.00
6-inch in LF	18.00
6-inch Valves	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	388.00

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 9th day of April, 2020, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025 (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: 300 Pitts School Road, Concord, NC (Jay M Robinson High School), Cabarrus County Property Identification Number (PIN): 5509-40-5700. It being the land conveyed to Grantor by deed recorded in Book and Page 2592/191 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 "Jay M Robinson High School" and labeled "SCM Maintenance Easement L1-L9 is the perimeter of a variable width SCM Maintenance Easement 7232 Sq. Feet 0.1660 Acres (Sheet 1 of 5)"**, 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 across that portion of the Property shown on the attached **Exhibit "A" titled "Jay M Robinson High School" and labeled "SCM Access Easement L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center) 49543 Sq. Feet 1.1374 Acres (Sheets 1 thru 5)"** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the 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 "B"** 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 entirety 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 B**”, the Sand Filter Inspection and Maintenance Plan.

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

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

3. Grantor represents and warrants that Grantor 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 April 9, 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.

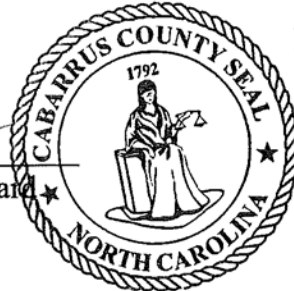
GRANTOR:

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: *Stephen Morris*
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

Lauren Linker
Lauren Linker, Clerk to the Board



[SEAL]

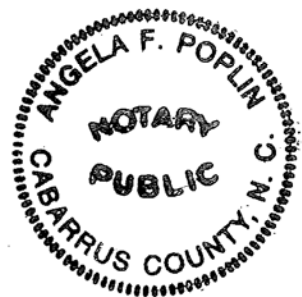
This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

10/11/20
Finance Director

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, *Angela F. Poplin*, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the *9th* day of *April*, *2021* ^{*off*} ~~2020~~.



Angela F. Poplin
Notary Public
My commission expires: *October 22, 2023*

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the ____ day of _____, 2020.

Notary Public _____
My commission expires: _____

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DocuSigned by:
Benjamin Patton
 54C11D25DDC0457... 5/21/2020
 Benjamin T. Patton, PLS #4904

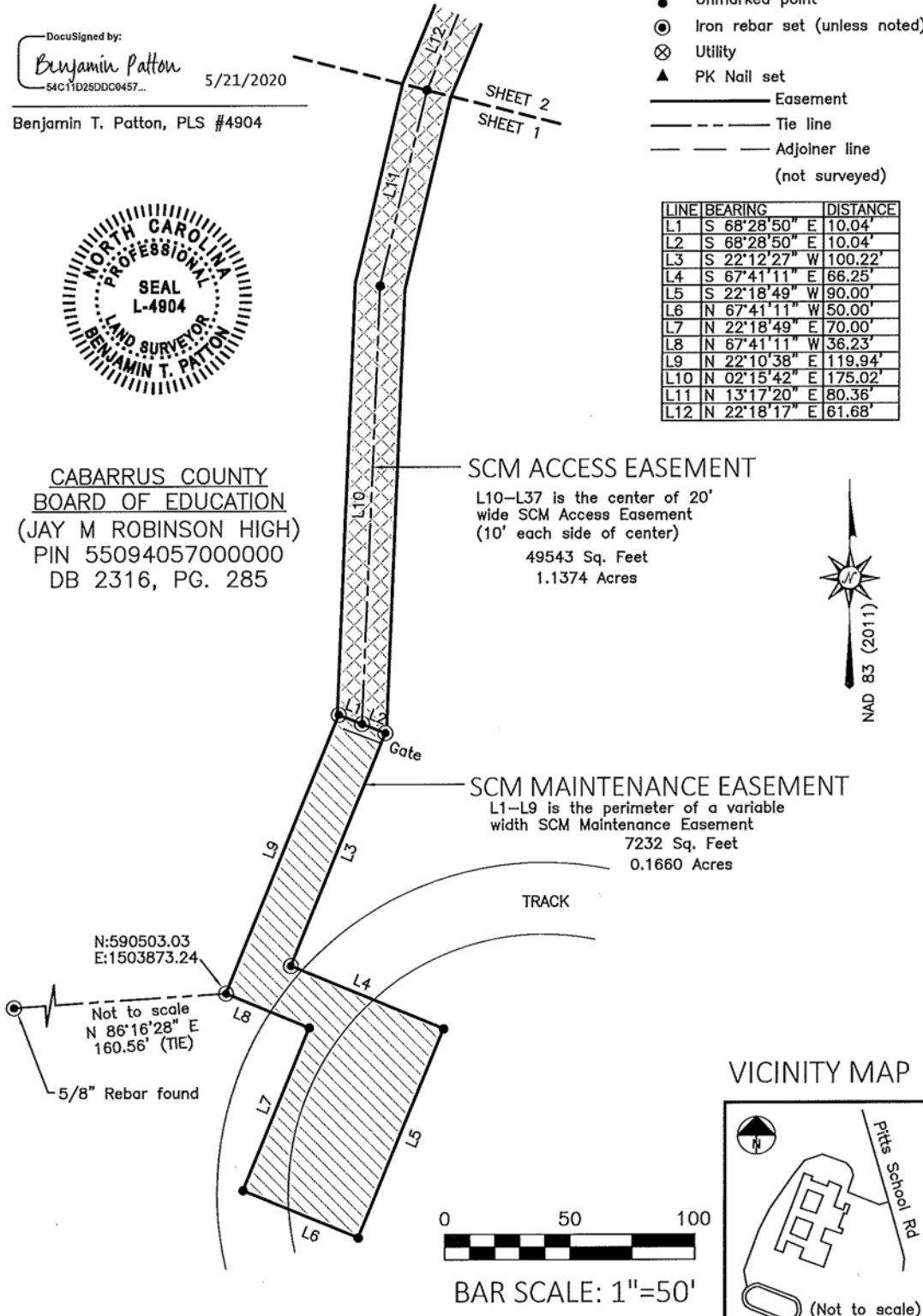


CABARRUS COUNTY
 BOARD OF EDUCATION
 (JAY M ROBINSON HIGH)
 PIN 55094057000000
 DB 2316, PG. 285

LEGEND

- Unmarked point
- ⊙ Iron rebar set (unless noted)
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- - - Adjoiner line (not surveyed)

LINE	BEARING	DISTANCE
L1	S 68°28'50" E	10.04'
L2	S 68°28'50" E	10.04'
L3	S 22°12'27" W	100.22'
L4	S 67°41'11" E	66.25'
L5	S 22°18'49" W	90.00'
L6	N 67°41'11" W	50.00'
L7	N 22°18'49" E	70.00'
L8	N 67°41'11" W	36.23'
L9	N 22°10'38" E	119.94'
L10	N 02°15'42" E	175.02'
L11	N 13°17'20" E	80.36'
L12	N 22°18'17" E	61.68'



SCM ACCESS EASEMENT

L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center)
 49543 Sq. Feet
 1.1374 Acres

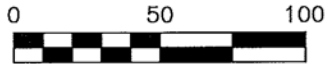
SCM MAINTENANCE EASEMENT

L1-L9 is the perimeter of a variable width SCM Maintenance Easement
 7232 Sq. Feet
 0.1660 Acres

N:590503.03
 E:1503873.24

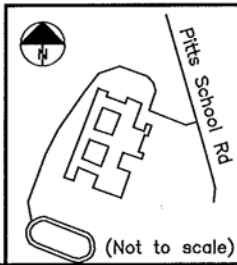
Not to scale
 N 86°16'28" E
 160.56' (TIE)

5/8" Rebar found



BAR SCALE: 1"=50'

VICINITY MAP



B P L S

Ben Patton Land Surveying, PLLC

PHONE: (828) 559-8004
 931 N. MAIN ST. SUITE 5, MARION, NC 28752
 SERVING NC, SC, & TN FIRM LICENSE NO. P-0907
 WEB: BPSURVEYING.COM EMAIL: BEN@BPSURVEYING.COM

JAY M ROBINSON HIGH SCHOOL

OWNER: CABARRUS COUNTY BOARD OF EDUCATION
 300 PITTS SCHOOL RD SW
 PIN 55094057000000
 DB 2493, PG. 268
 CITY OF CONCORD
 NO. 2 TOWNSHIP
 CABARRUS COUNTY NC
 DRAWN: BTP 5/21/20
 SHEET: 1 OF 5 1"=50' PROJECT # 19234

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Benjamin Patton 5/21/2020
 54C1D25DDC0457...

Benjamin T. Patton, PLS #4904



LEGEND

- Unmarked point
- ⊙ Iron rebar set
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- - - Adjoiner line (not surveyed)

LINE	BEARING	DISTANCE
L11	N 13°17'20" E	80.36'
L12	N 22°18'17" E	61.68'
L13	N 22°24'47" E	138.26'
L14	N 24°48'12" E	145.42'
L15	N 28°24'40" E	102.73'
L16	N 34°19'38" E	123.91'
L17	N 38°12'22" E	264.66'

SCM ACCESS EASEMENT

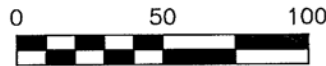
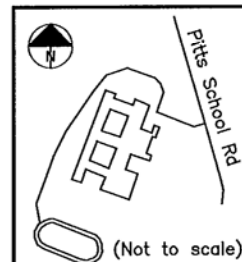
L10-L37 is the center of 20' wide SCM Access Easement (10' each side of center)

49543 Sq. Feet
 1.1374 Acres

CABARRUS COUNTY BOARD OF EDUCATION
 (JAY M ROBINSON HIGH)
 PIN 55094057000000
 DB 2316, PG. 285



VICINITY MAP



BAR SCALE: 1"=50'

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JAY M ROBINSON HIGH SCHOOL
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300 PITTS SCHOOL RD SW
 PIN 55094057000000

DB 2493, PG. 268
 CITY OF CONCORD
 NO. 2 TOWNSHIP
 CABARRUS COUNTY NC

DRAWN: BTP 5/21/20

SHEET: 2 OF 5 1"=50'

PROJECT # 19234

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LEGEND

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DocuSigned by:

 54c11025DDC0457... 5/21/2020

Benjamin T. Patton, PLS #4904



LINE	BEARING	DISTANCE
L16	N 34°19'38" E	123.91'
L17	N 38°12'22" E	264.66'
L18	N 36°44'15" E	165.71'
L19	N 46°27'34" E	23.57'
L20	N 55°04'41" E	52.21'
L21	N 66°37'48" E	66.42'

CABARRUS COUNTY
 BOARD OF EDUCATION
 (JAY M ROBINSON HIGH)
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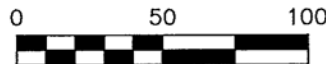
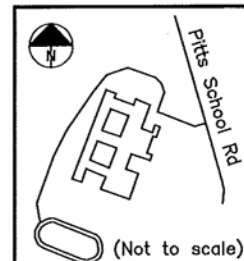


SCM ACCESS EASEMENT

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49543 Sq. Feet
 1.1374 Acres

VICINITY MAP



BAR SCALE: 1"=50'

B P L S

Ben Patton Land Surveying, PLLC

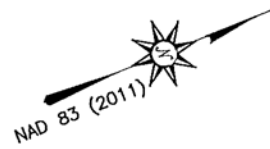
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JAY M ROBINSON HIGH SCHOOL
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 300 PITTS SCHOOL RD SW
 PIN 55094057000000
 DRAWN: BTP 5/21/20
 SHEET: 3 OF 5
 DB 2493, PG. 268
 CITY OF CONCORD
 NO. 2 TOWNSHIP
 CABARRUS COUNTY NC
 1"=50'
 PROJECT # 19234

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LEGEND

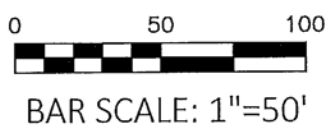
- Unmarked point
- ⊙ Iron rebar set
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- - - Adjoiner line (not surveyed)

LINE	BEARING	DISTANCE
L20	N 55°04'41" E	52.21'
L21	N 66°37'48" E	66.42'
L22	N 80°51'03" E	65.65'
L23	S 83°00'33" E	62.73'
L24	S 70°55'17" E	72.11'
L25	S 65°46'15" E	89.24'
L26	S 58°44'59" E	51.66'
L27	S 44°15'23" E	46.76'
L28	S 24°55'06" E	41.44'
L29	S 06°43'17" E	38.71'
L30	S 07°40'36" W	46.20'

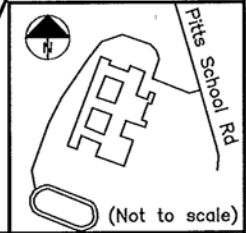
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CABARRUS COUNTY BOARD OF EDUCATION
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VICINITY MAP

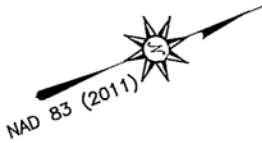


<p>B P L S Ben Patton Land Surveying, PLLC PHONE: (828) 559-8004 931 N. MAIN ST. SUITE 5, MARION, NC 28752 SERVING NC, SC, & TN FIRM LICENSE NO. P-0907 WEB: BPSURVEYING.COM EMAIL: BEN@BPSURVEYING.COM</p>		<p>JAY M ROBINSON HIGH SCHOOL OWNER: CABARRUS COUNTY BOARD OF EDUCATION 300 PITTS SCHOOL RD SW PIN 55094057000000</p>		
		<p>DB 2493, PG. 268 CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY NC</p>		
		<p>DRAWN: BTP 5/21/20</p>		
		<p>SHEET: 4 OF 5 1"=50'</p>	<p>PROJECT # 19234</p>	

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 54C1D25DDC0457...
 Benjamin T. Patton, PLS #4904



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49543 Sq. Feet
 1.1374 Acres

LINE	BEARING	DISTANCE
L29	S 06°43'17" E	38.71'
L30	S 07°40'36" W	46.20'
L31	S 15°51'39" W	32.44'
L32	S 21°55'29" W	38.78'
L33	S 25°22'59" W	39.41'
L34	S 15°18'52" E	38.38'
L35	S 67°58'46" E	256.77'
L36	S 74°26'38" E	50.07'
L37	N 76°26'27" E	106.94'

CABARRUS COUNTY BOARD OF EDUCATION
 (JAY M ROBINSON HIGH)
 PIN 55094057000000
 DB 2316, PG. 285

Not to scale
 S 31°50'47" E
 3211.81' Grid
 3212.29' Ground
 NGS CINDY
 N:594050.72
 E:1503627.44

LEGEND

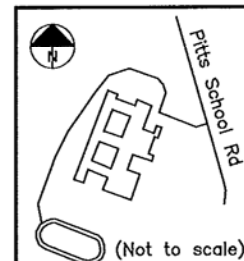
- Unmarked point
- ⊙ Iron rebar set
- ⊗ Utility
- ▲ PK Nail set
- Easement
- - - Tie line
- - - Adjoiner line (not surveyed)



PITTS SCHOOL RD.
 60' NCDOT R/W

PK Nail at intersection
 N:591322.39
 E:1505322.13

VICINITY MAP



<p>B P L S</p> <p>Ben Patton Land Surveying, PLLC</p> <p>PHONE: (828) 559-8004 931 N. MAIN ST. SUITE 5, MARION, NC 28752 SERVING NC, SC, & TN FIRM LICENSE NO. P-0907 WEB: BPSURVEYING.COM EMAIL: BEN@BPSURVEYING.COM</p>		<p>JAY M ROBINSON HIGH SCHOOL OWNER: CABARRUS COUNTY BOARD OF EDUCATION</p>	
<p>300 PITTS SCHOOL RD SW PIN 55094057000000</p>		<p>DB 2493, PG. 268 CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY NC</p>	
<p>DRAWN: BTP</p>	<p>5/21/20</p>	<p>PROJECT # 19234</p>	
<p>SHEET: 5 OF 5</p>		<p>1"=50'</p>	



Sand Filter Inspection and Maintenance Plan

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

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

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

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

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 _____, 2021, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025(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: 484 Cabarrus Avenue W, Concord, NC, Cabarrus County Property Identification Number (PIN): 5620-44-3498. It being the land conveyed to Grantor by deed recorded in Book and Page 13476/136 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or

“SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “SCM & SCM Access Easement to Serve 40 Ramdin Court NW” and labeled “SCM Easement 5829.47 sf 0.134 AC”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit “A” titled “SCM & SCM Access Easement to Serve 40 Ramdin Court NW” and labeled “SCM Access Easement 19910.41 sf 0.457 AC”**, 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 “B”** 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 entirety 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 B**”, the Sand Filter Inspection and Maintenance Plan.

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

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

3. Grantor represents and warrants that Grantor 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. Notwithstanding the foregoing, except in emergencies, Grantee shall provide reasonable advanced written notice to Grantor of any work which may be performed. Further, any work which may be performed which involves Grantee's use of construction equipment, heavy machinery, or any other truck with more than two axles, Grantee shall take reasonable precautions to avoid any damage to the Property. Grantee shall limit its repair/maintenance work on the SCMs to circumstances where such work is necessary due to Grantor's failure to comply with the requirements of this Agreement and exhibits hereto or applicable code or as necessary to abate a public nuisance, provided that Grantee shall have no affirmative obligation to perform repair or maintenance work.

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 _____, 2021 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 _____, 2021 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

[SIGNATURE PAGES FOLLOW]

GRANTOR:

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: Stephen Morris
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

Lauren Linker
Lauren Linker, Clerk to the Board



[SEAL]

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

W. H. L.
Finance Director

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, Sheila K. Bruce, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the 29th day of March, 2021.



Sheila K. Bruce
Notary Public Sheila K. Bruce
My commission expires: 08-17-2021.

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

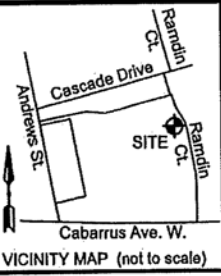
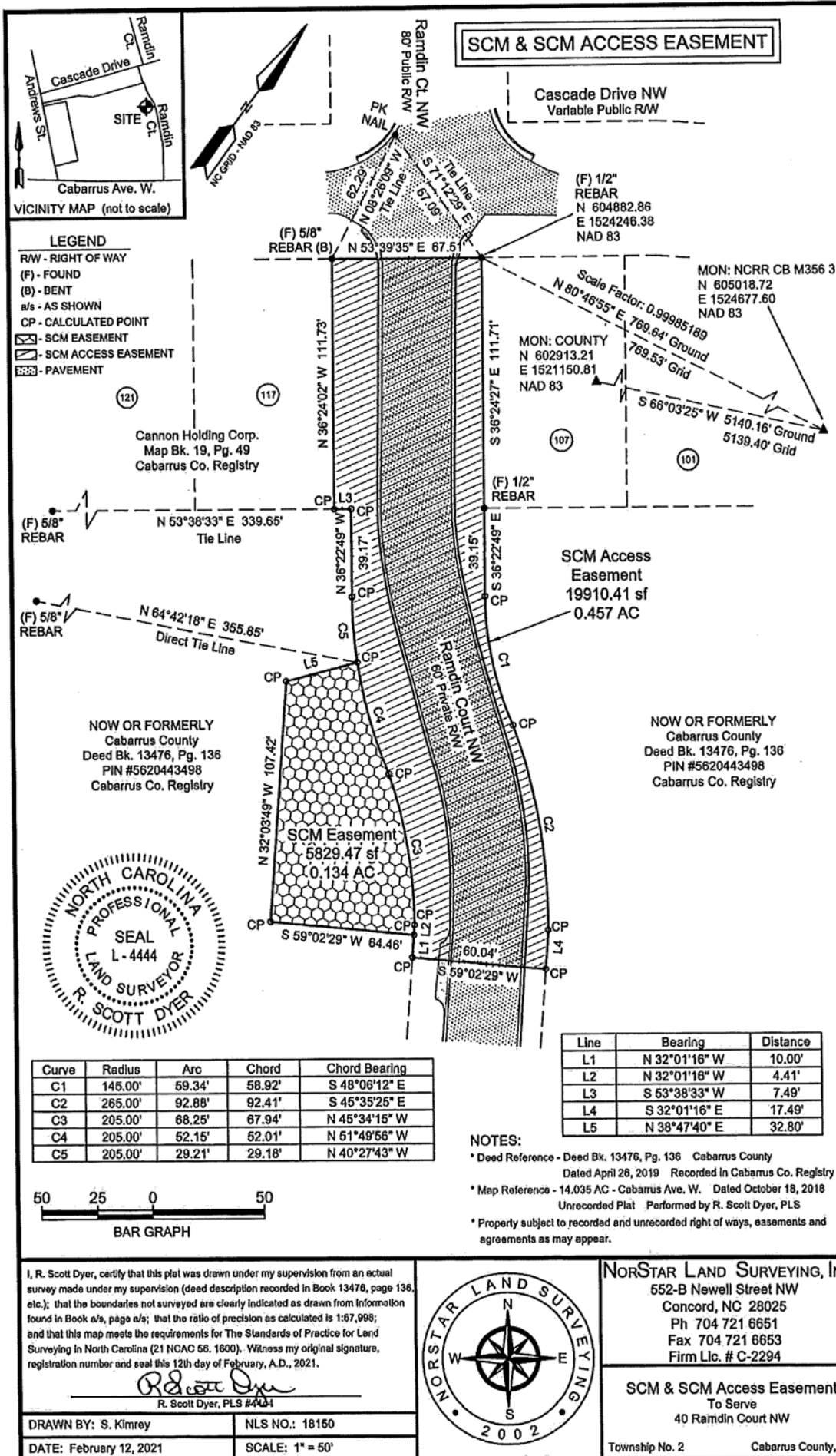
VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the ____ day of _____, 2021.

Notary Public _____
My commission expires: _____



- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - CP - CALCULATED POINT
 - [Hatched] - SCM EASEMENT
 - [Dotted] - SCM ACCESS EASEMENT
 - [Cross-hatched] - PAVEMENT

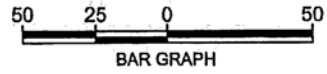
Cannon Holding Corp.
Map Bk. 19, Pg. 49
Cabarrus Co. Registry

NOW OR FORMERLY
Cabarrus County
Deed Bk. 13476, Pg. 136
PIN #5620443498
Cabarrus Co. Registry



Curve	Radius	Arc	Chord	Chord Bearing
C1	145.00'	59.34'	58.92'	S 48°06'12" E
C2	265.00'	92.88'	92.41'	S 45°35'25" E
C3	205.00'	68.25'	67.94'	N 45°34'15" W
C4	205.00'	52.15'	52.01'	N 51°49'56" W
C5	205.00'	29.21'	29.18'	N 40°27'43" W

Line	Bearing	Distance
L1	N 32°01'16" W	10.00'
L2	N 32°01'16" W	4.41'
L3	S 53°38'33" W	7.49'
L4	S 32°01'16" E	17.49'
L5	N 38°47'40" E	32.80'



- NOTES:**
- * Deed Reference - Deed Bk. 13476, Pg. 136 Cabarrus County Dated April 28, 2019 Recorded in Cabarrus Co. Registry
 - * Map Reference - 14.035 AC - Cabarrus Ave. W. Dated October 18, 2018 Unrecorded Plat Performed by R. Scott Dyer, PLS
 - * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13476, page 136, etc.); that the boundaries not surveyed are clearly indicated as drawn from Information found in Book a/s, page a/s; that the ratio of precision as calculated is 1:67,998; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 58.1600). Witness my original signature, registration number and seal this 12th day of February, A.D., 2021.

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

DRAWN BY: S. Kimrey NLS NO.: 18150
DATE: February 12, 2021 SCALE: 1" = 50'



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

SCM & SCM Access Easement
To Serve
40 Ramdin Court NW
Township No. 2 Cabarrus County, NC

EXHIBIT B



Sand Filter Inspection and Maintenance Plan

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

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

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

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th 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	
Total				
<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4200-5182500	OPEB Contributions	\$18,909	\$74,647	\$55,738
4215-5182500	OPEB Contributions	\$53,510	\$276,463	\$222,953
4220-5182500	OPEB Contributions	\$94,061	\$442,424	\$348,363
4230-5182500	OPEB Contributions	\$97,984	\$460,282	\$362,298
4250-5182500	OPEB Contributions	\$26,369	\$123,911	\$97,542
4270-5182500	OPEB Contributions	\$182,976	\$865,768	\$682,792
4200-5906000	Cost Alloc - Collections	(\$524,899)	(\$580,637)	(\$55,738)
4215-5911000	Cost Alloc - Billing	(\$1,898,228)	(\$2,121,181)	(\$222,953)
4220-5909000	Cost Alloc - Cust Service	(\$2,089,881)	(\$2,438,244)	(\$348,363)
4230-5907000	Cost Alloc - Engineering	(\$2,870,761)	(\$3,233,059)	(\$362,298)
4250-5916000	Cost Alloc - Purchasing	(\$597,795)	(\$695,337)	(\$97,542)
4270-5912000	Cost Alloc - Build & Grnds	(\$4,929,968)	(\$5,612,760)	(\$682,792)
Total				\$0

Reason: To adjust cost allocations to cover the additional OPEB contribution for the current year.

Adopted this 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th 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	Appropriated Fund Balance	\$9,920,634	\$11,690,320	\$1,769,686
Total				\$1,769,686

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4520-5909000	Cost Alloc - Cust Service	\$72,089	\$100,541	\$28,452
4190-5916000	Cost Alloc - Purchasing	\$83,103	\$110,682	\$27,579
4120-5907000	Cost Alloc - Engineering	\$0	\$19,097	\$19,097
4340-5907000	Cost Alloc - Engineering	\$50,503	\$71,722	\$21,219
4510-5907000	Cost Alloc - Engineering	\$546,641	\$612,786	\$66,145
4910-5907000	Cost Alloc - Engineering	\$1,083,238	\$1,323,818	\$240,580
6120-5907000	Cost Alloc - Engineering	\$251,656	\$320,216	\$68,560
4190-5907000	Cost Alloc - Engineering	\$21,808	\$28,174	\$6,366
4190-5912000	Cost Alloc - Build & Grnds	\$1,569,970	\$2,027,526	\$457,556
4310-5912000	Cost Alloc - Build & Grnds	\$284,277	\$366,463	\$82,186
4315-5912000	Cost Alloc - Build & Grnds	\$44,836	\$57,798	\$12,962
6120-5912000	Cost Alloc - Build & Grnds	\$2,098,692	\$2,705,434	\$606,742
4340-5912000	Cost Alloc - Build & Grnds	\$457,420	\$589,662	\$132,242
Total				\$1,769,686

Reason: To appropriate fund balance reserves to cover the general fund's portion of the internal service fund OPEB contribution.

Adopted this 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th 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	
100-4323100	1% Local Gvt Opt Sales Tax	\$7,572,000	\$8,197,847	\$625,847
Total				\$625,847

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5987000	Transfer to Project Fund	\$0	\$625,847	\$625,847
Total				\$625,847

Reason: To appropriate additional revenues received to cover a transfer to the project fund for increased streetscape costs.

Adopted this 13th day of May, 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
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>
Total				

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>
6990-5987000				
6990-5987000	Transfer to Project Fund	0	700,000	700,000
6990-5811249				
6990-5811249	Market St. Lot Redevelopment	1,828,176	1,128,176	(700,000)
Total				0

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 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for the Streetscape Project.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501100	From General Fund			
430-4501100	From General Fund	2,669,020	3,294,867	625,847
430-4501500	From First Concord			
430-4501500	From First Concord	0	700,000	700,000
Total				<u>1,325,847</u>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811272	Streetscape	3,805,500	5,131,347	1,325,847
8804-5811272				
Total				<u>1,325,847</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 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 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 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Fire Station #12

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

SECTION 1. The project authorized is the Fire Station #12.

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

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

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
426-4602000				
426-4602000	Financing Proceeds	\$5,950,000	\$6,200,000	\$250,000
				\$250,000

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

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8670-5811062				
8670-5811062	Cost of Issuance	\$0	\$51,650	\$51,650
8670-5811027				
8670-5811027	Fire Station #12	\$6,540,000	\$6,738,350	\$198,350
				\$250,000

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 13th day of May, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

January 1- March 31, 2021

SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **January 1- March 31, 2021**, are as follows:

WATER:

*The **City of Concord** initiated water distribution system extensions permitted by the City of Concord's delegated permitting 1,771 linear feet of 10-inch water lines, 127 linear feet of 8-inch water lines, 95 linear feet of 6-inch water lines, 97 linear feet of 2-inch water lines, and other appurtenances to replace the existing water mains located on Spring Street, from Fryling Dr. SW to Miller Ave. SW, Glen Eagles Lane, and to serve the Concord Fire Station located off of Roberta Road and George Liles Pkwy, to provide services to existing customers, with a total domestic and commercial water demand of 1,010 GPD, of treated water from the City of Concord's existing potable water distribution system.*

*The **Developer** initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 86.07 linear feet of 12-inch water main, 6,287 linear feet of 8-inch water main, 93 linear feet of 6-inch water main, 15 linear feet of 4-inch water main, 1,323 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve a 2,145 sq. ft. full service restaurant, 120 single family 4-bedroom lots, 60,464 sq. ft. storage building, 13 Acres commercial site, 43,700 sq. ft. retail building, 14 3-bedroom residential units, 49,915 sq. ft. hotel with 122 rooms, a 20,626 sq. ft. commercial building with a total domestic and commercial water demand of 70,204 GPD, of treated water from the City of Concord's existing potable water distribution system.*

SEWER:

*The **City of Concord** initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 1,231 linear feet of 8-inch sanitary sewer, and manholes and other appurtenances to replace the existing culverts located on Glen Eagles Lane and the extension of the sewer main to serve 8 single family homes located on Poplar Tent Road East of the intersection with Cobble Stone Lane NW with a total domestic wastewater discharge of 2,880 GPD.*

*The **Developer** initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 5,564.35 linear feet of 8-inch sanitary sewer, and with manholes and other appurtenances to serve 120 single family 4-bedroom residents, 43,700 sq. ft. retail building, 49,915 sq. ft. hotel with 122 rooms located on Eva Drive and Tiffany Street, Quay Road, and Weddington Road and Commons Park Circle with a total domestic and commercial wastewater discharge of 72,167 GPD.*

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of January to the 31st of March, 2021**:*

**Water Distribution System Extensions:
January 1- March 31, 2021**

Date Issued:	January 13, 2021
Project Title:	Spring Street 8-inch Waterline Replacement
Project #	2018-037
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) bacht@concordnc.gov
Description:	Construction of approximately 1,771 linear feet of 10-inch water lines, 90 linear feet of 8-inch water lines with 6 in-line valves, 95 linear feet of 6-inch water lines with 3 in-line valves, 3 hydrants, and other appurtenances to replace the existing water main located on Spring Street, from Fryling Dr. SW to Miller Ave. SW with zero increase to the existing average domestic water demand.

Date Issued:	January 19, 2021
Project Title:	Popeye's-US29
Project #	2020-071
Developer:	Table Rock RE Investments, LLC Joseph Marin, Manager 227 West 4th Street, Suite 219 Charlotte, NC 28202 P) 786-853-9950 E) joseph.marin@leblon-us.com
Description:	Construction of approximately 33 linear feet of 8-inch water lines with 1 in-line valves, and other appurtenances to provide potable water to a 2,145 sq. ft. full service restaurant located off of US HWY 29 with an average commercial water demand of 1,720 GPD.

Date Issued:	January 20, 2021
Project Title:	Cumberland Subdivision
Project #	2020-070
Developer:	Niblock Homes, LLC William T. Niblock, Member 759 Concord Parkway N, Suite 20 Concord, NC 28027 P) 704-788-4818 Email) wniblock@niblockhomes.com
Description:	Construction of approximately 3,922 linear feet of 8-inch water lines with 8 in-line valves, 1,323 linear feet of 2-inch water lines with 3 in-line valves, 7 hydrants, and other appurtenances to provide potable water to a 120 single family lots located off of Eva Drive between Lucky Drive and Tiffany Street with an average domestic water demand of 48,000 GPD.

Date Issued:	February 2, 2021
Project Title:	Vinehaven-Dickens Water Line Extension
Project #	2019-043
Developer:	Copperfield, Inc. James H. Craver, President P.O. Box 526 Concord, NC 28026 P) 704-788-4000 Email) jhandipc@msn.com
Description:	Construction of approximately 1,441 linear feet of 8-inch water lines with 3 in-line valves and 3 linear feet of 6-inch water lines with 1 in-line valves, 2 hydrants, and other appurtenances to provide potable water to the 13 Acres commercial site located off of Dickens Place NE and Winehaven Dr. with a zero increase to the existing average commercial water demand. The water demand for this site will be allocated in subsequent developments.

Date Issued:	February 4, 2021
Project Title:	Hendrick Storage Building
Project #	2020-088
Developer:	HSREI, LLC Scott Ennis, Vice President 6000 Monroe Road Charlotte, NC, 28212 P) 704-567-3635 Email) james.woodruff@hendrickauto.com
Description:	Construction of approximately 16.07 linear feet of 12-inch water lines with 1 in-line valve and other appurtenances to provide potable water to a 60,464 sq. ft. storage building located off of Hendrick Auto Plaza NW with an average commercial water demand of 750 GPD.

Date Issued:	February 15, 2021
Project Title:	Rooms to Go
Project #	2019-023
Developer:	Concord-Oriole Properties, LLC Attn: Peter Weitzner, Vice President 400 Perimeter Center Terrace, Suite 800 Atlanta, GA 30346 P) 678-338-4545 Email) pweitzner@roomstogo.com
Description:	Construction of approximately 891 linear feet of 8-inch water lines with 6 in-line valves, 2 hydrants, and other appurtenances to provide potable water to a 43,700 sq. ft. retail building located on Quay Road with an average commercial water demand of 1,000 GPD.

Date Issued:	February 23, 2021
Project Title:	Troutman Enterprises
Project #	2021-003
Developer:	Troutman Land Investments, Inc. Keith D. Troutman, President P.O. Box 507 Concord, NC 28026-0507 P) 704-782-3105 E) kdt8408@hotmail.com
Description:	Construction of approximately 70 linear feet of 12-inch water lines with 2 in-line valves and other appurtenances to serve 14 3-bedroom residential units located off/on of Central Drive NW, with an average domestic water demand of 5,600 GPD.

Date Issued:	March 2, 2021
Project Title:	Woodsprings Suites-7845 Common Park Circle NW
Project #	2020-026
Developer:	Concord Hospitality Enterprises Company, LLC Paul Duncan, Development Director 11410 Common Oaks Drive Raleigh, NC 27614 P) 919-906-7976 Email) paul.duncan@concordhotels.com
Description:	Construction of approximately 39 linear feet of 6-inch water lines with 2 in-line valves and 15 linear feet of 4-inch water lines with 0 in-line valves, and other appurtenances to serve a 49,915 sq. ft. hotel with 122 rooms located on Weddington Rd. and Commons Park Circle, with a commercial water demand of 9,683.55 GPD.

Date Issued:	March 2, 2021
Project Title:	Concord Fire Station 12
Project #	2020-054
Developer:	City of Concord Enrique A. Blat, Deputy City Engineer P.O. Box 308 Concord, NC, 28026-0308 P) 704-920-5403 E) blatr@concordnc.gov
Description:	Construction of approximately 37 linear feet of 8-inch water lines with 2 in-line valves, 1 hydrant, and other appurtenances to serve a fire station community room (used church w/ kitchen) and 12 on-site staff located off of Roberta Road and George Liles Pkwy, with an average commercial water demand of 1,010 GPD.

Date Issued:	March 8, 2021
Project Title:	Settlers Landing Office Bldg. 2
Project #	2020-019
Developer:	Settlers Landing Commercial, LLC Brian Edenfield, Manager 215 Milford Circle Mooresville, NC 28117 P) 713-859-6309 E) edenfield@sbcglobal.net
Description:	Construction of approximately 51 linear feet of 6-inch water lines with 1 in-line valve, 1 hydrant, and other appurtenances to provide potable water to a 20,626 sq. ft. commercial building, located off of Pitts School Road with an average commercial water demand of 3,450 GPD.

Date Issued:	March 10, 2021
Project Title:	Glen Eagles Culvert Replacement
Project #	2017-027
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) bacht@concordnc.gov
Description:	Construction of approximately 97 linear feet of 2-inch water lines and other appurtenances to replace the existing culvert located on Glen Eagles Lane, with zero increase to the existing water demand.

**Wastewater Distribution System Extensions:
January 1- March 31, 2021**

Date Issued:	January 20, 2021
Project Title:	Cumberland Subdivision
Project #	2020-070
Developer:	Niblock Homes, LLC William T. Niblock, Member 759 Concord Parkway N, Suite 20 Concord, NC 28027 P) 704-788-4818 Email) wniblock@niblockhomes.com
Description:	Construction of approximately 4,744.35 linear feet of 8-inch sanitary sewer with 29 manholes and other appurtenances to serve 120 single family 4-bedroom residents located off/on of Eva Drive between Lucky Drive and Tiffany Street, with a domestic wastewater discharge of 57,600 GPD.

Date Issued:	February 15, 2021
Project Title:	Rooms to Go
Project #	2019-023
Developer:	Concord-Oriole Properties, LLC Attn: Peter Weitzner, Vice President 400 Perimeter Center Terrace, Suite 800 Atlanta, GA 30346

	P) 678-338-4545 Email) pweitzner@roomstogo.com
Description:	Construction of approximately 772 linear feet of 8-inch sanitary sewer with 5 manholes and other appurtenances to serve a 43,700 sq. ft. retail building located on Quay Road, with a commercial wastewater discharge of 4,883 GPD.

Date Issued:	March 2, 2021
Project Title:	Woodsprings Suites-7845 Common Park Circle NW
Project #	2020-026
Developer:	Concord Hospitality Enterprises Company, LLC Paul Duncan, Development Director 11410 Common Oaks Drive Raleigh, NC 27614 P) 919-906-7976 Email) paul.duncan@concordhotels.com
Description:	Construction of approximately 48 linear feet of 8-inch sanitary sewer with 1 manhole and other appurtenances to serve a 49,915 sq. ft. hotel with 122 rooms located on Weddington Rd. and Commons Park Circle, with a commercial wastewater discharge of 9,683.55 GPD.

Date Issued:	March 10, 2021
Project Title:	Glen Eagles Culvert Replacement
Project #	2017-027
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) bacht@concordnc.gov
Description:	Construction of approximately 107 linear feet of 8-inch sanitary sewer with 1 manhole and other appurtenances to replace the existing culvert located on Glen Eagles Lane, with zero increase to the existing wastewater discharge.

Date Issued:	March 29, 2021
Project Title:	Poplar Tent Sewer Extension
Project #	2016-052
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) bacht@concordnc.gov
Description:	Construction of approximately 1,124 linear feet of 8-inch sanitary sewer with 4 manholes and other appurtenances to serve 8 Single Family homes located on Poplar Tent Rd. east of the intersection with Cobble Stone Ln NW. with a domestic wastewater discharge of 2,880 GPD.

**Resolution on the Administration of Small Underpayments and Overpayments of Ad
Valorem Taxes**

WHEREAS, the administrative costs associated with the collecting and refunding of small ad valorem tax overpayments and underpayments exceeds the value of the overpayments and underpayments; and

WHEREAS, G.S. 105-357(c) authorizes a local government to adopt a resolution that eliminates the need to collect small underpayments of \$1.00 or less and that eliminates the need to refund small overpayments of \$1.00 or less unless the taxpayer requests a refund of the overpayment before the end of the fiscal year in which the such overpayment is made; and

WHEREAS, G.S. 105-321(g) provides that upon adoption of a resolution authorizing the tax collector not to make a refund of an overpayment if the refund is less than \$15, the tax collector shall make a report of the amount of these refunds to the Concord City Council, implement a system by which payment of the refund may be made to a taxpayer who comes into the office of the Tax Administrator seeking the refund, and as to refunds that are not requested in person by the end of the fiscal year, implement a system to apply the minimal refund as a credit against the tax liability of the taxpayer for taxes due for the next succeeding year; and

WHEREAS, the City Council previously adopted by Resolution on March 9, 2006, which directs the Tax Collector to not bill or otherwise collect ad valorem taxes when the original principal amount due is \$5.00 or less pursuant to G.S. 105-321(f).

NOW, THEREFORE BE IT RESOLVED as follows:

- (1) Pursuant to G.S. 105-357(c), the City Council directs the Cabarrus County Tax Administrator to treat small underpayments of \$1.00 or less as fully paid and not to refund small overpayments of \$1.00 or less unless the taxpayer requests a refund of the overpayment before the end of the fiscal year in which the small overpayment is made. The Tax Administrator must implement processes required by G.S. 105-357(c).
- (2) Pursuant to G.S. 105-321(g), the City Council authorizes the Cabarrus County Tax Administrator not to mail a refund of any overpayment if the refund is less than \$15. The Tax Administrator must implement processes required by G.S. 105-321(g).

BE IT FURTHER RESOLVED that this resolution shall be in effect with respect to Fiscal Year 2022 and shall remain in effect until amended or repealed by resolution of the Concord City Council.

ADOPTED this 13th day of May, 2021.

William C. Dusch, Mayor

Attest:

Kim J. Deason, City Clerk

Tax Report for Fiscal Year 2020-2021

FINAL REPORT

March

Property Tax Receipts- Munis

2020 BUDGET YEAR	524,879.72
2019	27,097.64
2018	6,804.51
2017	2,325.38
2016	807.76
2015	1,079.29
2014	817.89
2013	750.24
2012	779.95
2011	615.06
Prior Years	409.30
Interest	24,850.16
Refunds	
	<hr/>
	591,216.90

Vehicle Tax Receipts- County

2020 BUDGET YEAR	519,227.02
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	120.59
Penalty & Interest	5,967.45
Refunds	
	<hr/>
	525,315.06

Fire District Tax - County

2019 BUDGET YEAR	7,489.68
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	1,124,021.64

423:Vehicle Tag Fee-Transportation Impr Fund	43,240.76
100:Vehicle Tag Fee	175,492.95
292:Vehicle Tag Fee-Transportation Fund	43,241.03
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	261,974.74

Privilege License	546.25
Prepaid Privilege Licenses	
Privilege License interest	112.50
Total Privilege License	<hr/>
	658.75

Oakwood Cemetery current	3,000.00
Oakwood Cemetery endowment	1,000.00
Rutherford Cemetery current	3,258.35
Rutherford Cemetery endowment	1,991.65
West Concord Cemetery current	6,024.98
West Concord Cemetery endowment	1,700.02
Total Cemetery Collections	<hr/>
	16,975.00

Total Collections	<hr/>
	\$ 1,403,630.13

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	36,291.84
Discovery Penalty	7,835.11
Total Amount Invoiced - Monthly	<u>44,126.95</u>
Total Amount Invoiced - YTD	63,262,701.01

Current Year	
Less Abatements (Releases)	
Real	5,133.26
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>5,133.26</u>

Adjusted Amount Invoiced - monthly	38,993.69
Adjusted Amount Invoiced - YTD	62,870,977.89

Current Levy Collected	524,879.72
Levy Collected from previous years	41,487.02
Penalties & Interest Collected	24,850.16
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>591,216.90</u>
Total Collected - YTD	62,922,511.20

Total Collected - net current levy -YTD 62,470,083.75

Percentage of Collected -current levy 99.36%

Amount Uncollected - current year levy 400,894.14

Percentage of Uncollected - current levy 0.64%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of March 2021

RELEASES		
CITY OF CONCORD	\$	5,133.26
CONCORD DOWNTOWN	\$	269.07

REFUNDS		
CITY OF CONCORD	\$	4,864.90
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	107,235	107,235	0.0048	514.73	257.37	
2017	0	132,404	132,404	0.0048	635.54	259.51	
2018	0	1,024,296	1,024,296	0.0048	4,916.62	1,860.09	
2019	0	990,539	990,539	0.0048	4,754.59	1,326.59	
2020	0	5,306,325	5,306,325	0.0048	25,470.36	4,131.55	
2021	0	0	0	0.0048	0.00	0.00	
Total	0	7,560,799	7,560,799		\$ 36,291.84	\$ 7,835.11	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	22,310	22,310	0.0023	51.31	20.52	
2018	0	20,840	20,840	0.0023	47.93	14.38	
2019	0	18,652	18,652	0.0023	42.90	8.58	
2020	0	62,972	62,972	0.0023	144.84	25.24	
Total	0	124,774	124,774		\$ 286.98	\$ 68.72	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 3/31/2021

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 5/24/2021	05970RSQ9	5,000,000.00	4,994,330.56	5/24/2021	0.26	1.29	N/A	99.89	54
CP BCI MIAMI 0 9/20/2021	05990CWL4	5,000,000.00	4,993,611.10	9/20/2021	0.23	1.29	N/A	99.87	173
CP CHESHAM 0 7/29/2021	16536HUV1	5,000,000.00	4,994,972.20	7/29/2021	0.20	1.29	N/A	99.90	120
CP CHESHAM FIN LTD/LLC 0 4/20/2021	16536HRL7	5,000,000.00	4,995,451.40	4/20/2021	0.25	1.29	N/A	99.91	20
CP CREDIT SUISSE 0 5/17/2021	2254EASH7	5,000,000.00	4,991,406.94	5/17/2021	0.23	1.29	N/A	99.83	47
CP ING US FUNDING 0 6/10/2021	45685QTA7	5,000,000.00	4,994,972.22	6/10/2021	0.20	1.29	N/A	99.90	71
CP JP MORGAN 0 10/18/2021	46640PXJ7	5,000,000.00	4,994,900.00	10/18/2021	0.17	1.29	N/A	99.90	201
CP LLOYDS BANK CORP 0 6/22/2021	53948ATN1	5,000,000.00	4,991,841.67	6/22/2021	0.22	1.29	N/A	99.84	83
CP MACQUARIE BANK 0 8/17/2021	55607KVH6	5,000,000.00	4,995,525.00	8/17/2021	0.18	1.29	N/A	99.91	139
CP MALAYAN BANK 0 4/26/2021	56108JRS2	5,000,000.00	4,993,541.67	4/26/2021	0.25	1.29	N/A	99.87	26
CP NATIXIS NY 0 5/11/2021	63873JSB7	5,000,000.00	4,995,386.11	5/11/2021	0.22	1.29	N/A	99.91	41
CP SALVATION ARMY 0 10/14/2021	79584RXE3	5,000,000.00	4,993,875.00	10/14/2021	0.18	1.29	N/A	99.88	197
CP TOYOTA MCO 7/23/2021	89233GUP9	5,000,000.00	4,998,181.94	7/23/2021	0.11	1.29	N/A	99.96	114
CP TOYOTA MOTOR CREDIT 0 8/9/2021	89233GV94	5,000,000.00	4,993,648.61	8/9/2021	0.17	1.29	N/A	99.87	131
Sub Total / Average Commercial Paper		70,000,000.00	69,921,644.42		0.21	18.06		99.89	101
FFCB Bond									
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.19	1.29	N/A	100	905
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	8/19/2022	0.20	1.29	N/A	100	506
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	7/21/2022	0.25	1.29	N/A	99.95	477
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.24	1.29	N/A	99.96	1,024
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.32	1.29	N/A	99.80	1,066
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.31	1.29	N/A	100	974
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.32	1.29	N/A	100	862
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.43	1.29	N/A	100	1,259
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.53	1.29	N/A	100	1,643
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.63	1.29	N/A	100	1,903
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	4/22/2024	0.80	1.29	N/A	100	1,118
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.29	N/A	99.73	2,857
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.29	N/A	100	2,536
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.29	N/A	100	2,549
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.28	N/A	99.20	2,906

FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.29 N/A	100	2,190
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	9/27/2022	1.700	1.29 N/A	100	545
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	9/27/2024	1.890	1.29 N/A	100	1,276
Sub Total / Average FFCB Bond		90,000,000.00	89,931,600.00		0.83	23.23	99.92	1,477
FHLB Bond								
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.27	1.29 N/A	99.85	918
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.30	1.29 N/A	100	971
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.30	1.29 N/A	100	912
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.41	1.29 N/A	99.98	1,567
FHLB 0.44 6/29/2023-20	3130AJPW3	3,658,318.45	3,658,318.45	6/29/2023	0.44	0.94 N/A	100	820
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.45	1.29 N/A	100	1,245
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.50	1.29 N/A	99.98	1,664
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.55	1.29 N/A	99.90	1,784
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.80	1.29 N/A	100	1,805
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.87	1.29 N/A	99.73	2,330
FHLB 1.02 3/30/2026-21	3130ALSX3	5,000,000.00	5,000,000.00	3/30/2026	1.020	1.29 N/A	100	1,825
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	7/22/2024	1.770	1.29 N/A	100	1,209
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.29 N/A	100	3,137
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.23	0.14 N/A	106.67	1,049
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.29 N/A	100	1,765
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.77	1.29 N/A	100	1,735
Sub Total / Average FHLB Bond		74,178,318.45	74,184,730.75		0.79	19.16	100.01	1,589
FHLMC Bond								
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.25	0.83 N/A	99.99	817
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	7/28/2022	0.25	1.29 N/A	100	484
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.24	0.55 N/A	100.04	891
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	5/19/2022	0.27	1.29 N/A	100	414
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.30	1.29 N/A	100	988
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	6/30/2022	0.30	1.29 N/A	100	456
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	8/26/2022	0.30	1.29 N/A	100	513
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.35	1.29 N/A	100	597
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	2/21/2023	0.38	1.29 N/A	100	692
FHLMC 0.375 4/14/2023-21	3134GV4N5	5,000,000.00	5,000,000.00	4/14/2023	0.38	1.29 N/A	100	744
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.34	0.33 N/A	100.10	750
FHLMC 0.45 5/26/2023-21	3134GVWK0	5,000,000.00	5,006,450.00	5/26/2023	0.40	1.29 N/A	100.13	786
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.80	1.29 N/A	100	1,931
FHLMC 2.375 1/13/2022	3137EADB2	1,105,000.00	1,100,448.65	1/13/2022	2.523	0.28 N/A	99.59	288
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.24	0.34 N/A	107.59	810
Sub Total / Average FHLMC Bond		58,960,000.00	59,056,576.79		0.40	15.25	100.18	760
FNMA Bond								
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.22	0.96 N/A	100.08	971
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.28	1.29 N/A	100	1,003

FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.30	1.29 N/A	100	940	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.31	1.29 N/A	100	869	
FNMA 0.4 7/20/2023-21	3136G4Z55	5,000,000.00	5,000,000.00	7/20/2023	0.40	1.29 N/A	100	841	
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	7/7/2023	0.42	1.29 N/A	100	828	
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	6/30/2023	0.43	1.29 N/A	100	821	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.46	1.29 N/A	100	1,245	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.55	1.29 N/A	100	1,602	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.58	1.29 N/A	100	1,608	
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	4/20/2023	0.60	1.29 N/A	100	750	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.70	1.29 N/A	100	1,566	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.73	1.29 N/A	100	2,038	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.80	1.29 N/A	100	2,409	
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	9/6/2022	1.568	0.08 N/A	99.50	524	
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	4/5/2022	2.147	0.51 N/A	99.22	370	
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/5/2022	1.511	1.00 N/A	101.38	553	
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	4/12/2022	1.871	0.25 N/A	101.01	377	
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.49 N/A	103.53	659	
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.22	0.33 N/A	107.99	895	
Sub Total / Average FNMA Bond		78,765,000.00	78,970,541.67		0.61	20.40	100.27	1,165	
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	48,238.70	48,238.70	N/A	0.01	0.01 N/A	100	1	
NCCMT LGIP	NCCMT481	4,775,757.82	4,775,757.82	N/A	0.01	1.23 N/A	100	1	
NCCMT LGIP	NCCMT271	97,646.09	97,646.09	N/A	0.01	0.03 N/A	100	1	
Sub Total / Average Local Government Investment Pool		4,921,642.61	4,921,642.61		0.01	1.27	100	1	
Money Market									
PINNACLE BANK MM	PINNACLE	10,190,104.47	10,190,104.47	N/A	0.20	2.63 N/A	100	1	
Sub Total / Average Money Market		10,190,104.47	10,190,104.47		0.20	2.63	100	1	
Total / Average		387,015,065.53	387,176,840.71		0.57	100	100.05	1,019	