



City Council Agenda

Thursday, June 10, 2021

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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

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

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

May 11, May 13, and May 25, 2021.

IV. Presentations

1. 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.

2. Presentation of a Proclamation recognizing June 19, 2021 as Juneteenth Day.

3. Presentation of a Proclamation recognizing June 21-27, 2021 as National Pollinator Week.

V. Unfinished Business

A. Continue a public hearing, tabled on May 13th, and consider adopting an ordinance annexing +/- 3.366 acres located at 2183 Heglar Rd., owned by Randy and Sherry Walter. Voluntary annexation petition of +/- 3.366 acres located at 2183 Heglar Rd. for the purpose of connecting to City utilities and developing single-family detached homes under the RM-1 (Residential Medium Density) zoning district. This petition was tabled at the regular May Council meeting and has since been amended to exclude the request to annex 2315 Heglar Rd (1.391 acres).

Recommendation: Consider a motion adopting the annexation ordinance and set the effective date for June 10th, 2021.

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. Conduct a public hearing pursuant to N.C. General Statute 159-12 to consider public comments relative to the proposed FY 2021-2022 budget for the City of Concord. The City Manager has submitted his recommended budget to the City Council for consideration. Before adopting the budget ordinance, Council must hold a public hearing. Once the Council holds the public hearing, and considers input, it may adopt the budget ordinance at any time before the end of June 2021.

Recommendation: Conduct the public hearing to solicit citizen input and consider adopting the FY 2021-22 budget for the City of Concord.

- 2. Conduct a public hearing for the second reading 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 and this is the second reading.

Recommendation: Motion to grant a franchise to US Tire Recycling Partners, L.P. for a Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility upon second reading.

- 3. Conduct a public hearing to consider adopting a resolution abandoning 2' of an 8' public right of way easement for an alley between Spring St. SW and Market St. SW** 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 requirements for posting the site and advertising the hearing have been met.

Recommendation: Motion to adopt a resolution to abandon the right of way of a 2' portion of an 8' wide alley between Spring St. SW and Market St. SW.

- 4. Conduct a public hearing and consider adopting an ordinance annexing +/- 16.596 acres at 505 Alfred Brown Jr. Ct. SW., owned by the City of Concord.** Voluntary annexation petition of +/- 16.596 acres located at 505. Alfred Brown Jr. Ct. SW., in order to develop the property as the new City of Concord Electric Systems Operations Center. The property is within the City's ETJ (Extraterritorial Jurisdiction) and was recently rezoned (5/18/21) by the Planning and Zoning Commission from C-2 (General Commercial) and I-1 (Light Industrial) to I-2 (General Industrial).

Recommendation: Consider a motion adopting the annexation ordinance and set the effective date for June 10th, 2021.

- 5. Conduct a public hearing and consider adopting an ordinance annexing +/- 0.4009 acres located east of Copperfield Blvd. and west of Amalia St. NE., owned by Copperfield INC.** Voluntary annexation petition of +/- 0.4009 acres located east of Copperfield Blvd. and west of Amalia St. NE. in order to expand the Charlotte Eye Ear Nose and Throat (CEENTA) parking lot. The property is located within the City's ETJ (Extraterritorial Jurisdiction) and is zoned C-2 (General Commercial).

Recommendation: Consider a motion adopting the annexation ordinance and set the effective date for June 10th, 2021.

- 6. Conduct a public hearing to consider adopting an ordinance amending Articles 1-14 of the Concord Development Ordinance (CDO) relative to changes required by General Statutes 160D.** The NC General Assembly, with assistance from the NC Bar Association, the development community and the University of North Carolina School of Government began working several years ago to consolidate the City and County development statutes to simplify the development laws within the State. The City statutes were contained in Chapter 160A and the County statutes in 153A, and while there were some differences, most of the requirements were identical. In 2019,

the Legislature approved the consolidated statutes (termed 160D) and imposed a requirement that local governments amend their ordinances to reflect compliance by January 21, 2021. Due to the pandemic, the requirement was extended to July 1, 2021. The changes required by 160D are predominately amending cross references (from 160A to 160D) but the staff has also flagged all internal cross-references, along with removing some items that are no longer applicable. Additionally, we have amended some parts of the CDO to reflect current practice and it should be noted that these changes do not impose any new regulation; they merely reflect historical processes. Staff gave a detailed presentation at the May 18th Planning and Zoning Commission meeting. The Commission unanimously recommended the changes to Council to consider their adoption. A more thorough explanation of the changes is included in the executive summary attached to the staff report. Also attached is a document indicating the strike-through and substantive changes for all sections of the ordinance. Staff will provide a detailed presentation to Council to ensure that they understand all changes.

Recommendation: Motion to adopt an ordinance amending Articles 1-14 of the CDO relative to required GS 160D changes and cross-reference/existing practice corrections.

E. Presentations of Petitions and Requests

1. Consider adopting a resolution to sell 524 Allison Street NW to homebuyer, Marquita Macon for \$163,000. In Fiscal Year 2018/2019, Council took the initiative to allocate funds for the creation of affordable housing throughout the City as a first step to address the growing housing need. Through this effort, four houses have been constructed. Standards for all new construction include hardy plank siding, meeting SystemVision standards and a landscaping package. To ensure the viability and attractiveness of the homes as well as the neighborhoods, covenants and an affordability clause have been attached to all City built properties via a deed restriction. In June of 2020, Council approved the construction of 524 Allison Street NW. The listed purchase price was \$163,000 and the City received the full asking price.

Recommendation: Motion to adopt a resolution to sell 524 Allison Street NW to homebuyer, Marquita Macon for \$163,000.

2. Consider authorizing the Concord ABC Board to retain extra Distribution of Funds. The Concord ABC Board is requesting approval to retain working capital funds that exceed the maximum allowed for the purpose of completing a new location on George Liles Blvd. that is scheduled to be complete late September and a new warehouse building.

Recommendation: Motion to authorize the Concord ABC Board to retain extra distribution of funds for completion of a new store location on George Liles Blvd.

3. Consider awarding a sole source purchase order in the amount of \$320,877.36 to Reinhausen Manufacturing Inc. for purchase of two (2) On-Load Tap Changers. On-Load Tap Changers (OLTC) are a built-in mechanical part of a substation main power transformer. The OLTC re-taps the windings in the transformer under loaded conditions, which serves to adjust the voltage produced by the substation as it self-adjusts throughout the day, depending on system loading conditions. This helps maintain nominal voltage within acceptable ranges for our end use customer. OLTC units have a manufacturer defined lifespan and must be upgraded in the 20-25-year timeframe. The City currently has four (4) substation power transformers that have need of a replacement OLTC due to normal end of life cycle. Staff has been carefully evaluating the four (4) units in question to determine the best options for repair/replace and concluded that an exact replacement from the manufacturer is the only option. The original manufacturer was Westinghouse Inc., which has since been purchased by Reinhausen Manufacturing Inc. Staff has devised an implementation plan that will allow for two (2) units to be purchased in June 2021, subsequent to Council approval. An additional two (2) units will need to be purchased at a later date.

Recommendation: Motion to award a sole source purchase order in the amount of \$320,877.36 to Reinhausen Manufacturing Inc. for purchase of two (2) On-Load Tap Changers.

- 4. Consider adopting a resolution to authorize the City Manager and City Attorney to take any necessary steps to comply with the terms of the Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.** Seventy-six North Carolina counties and eight municipalities are engaged in litigation related to the opioid abuse epidemic. Concord and other local governments now have the opportunity to participate in the settlement of that litigation. The MOA governs the use of the proceeds of any future national settlement or other resolution with the opioid manufacturers and distributors Cardinal, McKesson, AmerisourceBergen, Johnson and Johnson and Purdue Pharma. While the specific amount of the settlement is not yet known, it is anticipated to be as much as \$850 million for North Carolina as a whole over 18 years. The funds will be used for specific purposes to combat the opioid epidemic and that will likely result in partnerships with the County since most of the types of allowable uses will fall under the County's authority. A FAQ is attached with very detailed information.

Recommendation: Motion to adopt a resolution authorizing the City Manager and City Attorney to take any necessary steps to comply with the terms of the Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.

- 5. Consider authorizing the City Manager to execute a contract with Musco Sports Lighting, LLC (Sourcewell #071619-MSL) for the purchase and installation of Green Generation Light fixtures on the new poles at Hartsell Ballfield Complex (Liles Field and Broome Field) not to exceed \$225,000.** This project includes the installation of light fixtures on the new pre-cast concrete bases and galvanized steel poles at Hartsell Park Ballfield Complex. The poles are being replaced due to safety concerns identified in our pole inspections. The lights will work with the existing Remote Equipment Controllers. The on field Performance-Light levels are guaranteed for 25 years with the LED solution. This includes both quality and quantity of light as specified. The energy savings are real with LED with a reduction of energy by 50%+ with LED over typical HID 1500w. This bid includes Environmental Light Control-Control for neighbors and the environment LED is an intense light source and without the correct glare control the appearance of the facility will be compromised. The LED proposal warranty covers all materials and labor, eliminating maintenance costs for 25 years. The City maintains 9 facilities with sports lighting and all have Musco lighting. In order to operate efficiently by reducing the amount of staff training and stocking of parts, the City proposes to purchase the light fixtures from Musco Lighting under the sole-source exception #071619-MSL allowed by N.C. Gen. Stat. 143-129 (e) Exceptions (6) when "(iii) Standardization or compatibility is the overriding consideration."

Recommendation: Motion to authorize the City Manager to execute a contract with Musco Sports Lighting, LLC (Sourcewell #071619-MSL) for the purchase and installation of Green Generation Lighting light fixtures on the new poles at Hartsell Ballfield Complex (Liles Field and Broome Field) for a fee not to exceed \$225,000.

- 6. Consider approving a modification to the Interlocal Agreement with Cabarrus County administering the Central Area Plan.** The City entered into an Interlocal Agreement with Cabarrus County administering the Central Area Plan. Under the Agreement, the City agreed not to extend utilities into certain areas east of the then existing City limits except under certain limited circumstances. Michael Dayton has requested an exception to the Agreement in order to obtain water service for a proposed single-family home at 6550 Hwy 601S (PIN 5547-77-9595-0000).

Recommendation: Motion to approve a modification of the Interlocal Agreement regarding the Central Area Plan to allow the provision of water to 6550 Hwy 601S.

- 7. Consider a Preliminary Application from Meredith Smith.** In accordance with City Code Chapter 62, Meredith Smith has submitted a preliminary application to receive water service outside the City limits. The property is located at 20 Search Drive. The lot size is approximately 1.1 acres, zoned LDR, and developed with a single family house. Sewer service is not available to the parcel. Applicant notes bad water quality from existing well as reason for request.

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

- 8. Consider making appointments / reappointments to various City of Concord Boards and Commissions and making a reappointment to the CDDC Board of Directors.** Attached is a list of Board and Commission appointments for the City of Concord. This list notes the members that have expiring terms and can or cannot be reappointed.

Recommendation: Motion to make appointments/reappointments to various Boards and Commissions and a reappointment to the CDDC Board of Directors.

VII. Consent Agenda

- A. Consider appointing Electric Systems Director, Alex Burris, as Commissioner to the Electricities Non-Power Agencies Board of Commissioners.** Prior to his retirement, Bob Pate, served as Commissioner on the Non-Power Agencies Board of Commissioners. It is staff's recommendation to appoint the current Electric Systems Director, Alex Burris, as Commissioner on the Non-Power Agencies Board of Commissioners and keep Scott Chunn as the First Alternate.

Recommendation: Motion to appoint Electric Systems Director, Alex Burris, as Commissioner to the Electricities Non-Power Agencies Board of Commissioners.

- B. Consider adopting the updated Concord-Padgett Regional Airport Airline Incentive Program.** In 2014, the City adopted an Airline Incentive Program for commercial airline service for Concord-Padgett Regional Airport. The program consisted of two types of incentives: per turn charge waivers and marketing support. The Incentive Program proved to be very successful for Allegiant Air and the City. After careful review with the Aviation Department consultant's for airline service, it is recommended to modify the program from 24 months to 6 months. The basis for the change is minimize the risk for the City and follow FAA's recommendation Air Carrier Incentive Program Guidebook.

Recommendation: Motion to adopt the updated Concord-Padgett Regional Airport New Airline Incentive Program effective July 1, 2021.

- C. Consider authorizing the City Manager to accept and execute Federal Aviation Administration Grant Offer 3-27-0015-012-2021 in the amount of \$1,263,524.00 for Airport Improvement Projects at Concord-Padgett Regional Airport.** The Aviation Department has received confirmation the grant amount this year will be \$1,263,542.00. FY 21 grant funds will include the following projects: Air Traffic Control Equipment Replacement, North Apron CATEX, Obstruction Removal, Terminal Development Environmental Assessment, and Hangar Taxilane Rehabilitation (Design and Bid only). All 5 projects have been approved by FAA. Due to COVID 19 restrictions, FAA is currently behind schedule in announcing Airport Improvement program grants. Staff anticipates FAA will require a short turnaround for acceptance and execution of said grant. In order to meet the deadline, staff is requesting approval of the grant offer.

Recommendation: Motion to approve the City Manager to accept and execute the grant agreement.

- D. Consider authorizing Housing Department staff to submit an application for the Capital Fund Emergency Safety & Security Grant.** The Capital Fund Emergency Safety & Security Grant provides funding for Camera Systems, Mold, Lighting,

Fencing, Secure Doors and Windows, Locking and Alarm Systems etc. and for Carbon Monoxide Detectors.

Recommendation: Motion to authorize the Housing Department staff to submit an application for the Capital Fund Emergency Safety & Security Grant.

- E. Consider authorizing the Police Department to apply for the competitive 2021 COPS Hiring Program grant.** The department is seeking up to 8 patrol officers. The anticipated start date of the grant, if awarded, is October 1, 2021, which implementation can be delayed until July 1, 2022. The grant lasts three years with a 25% local match for salary and fringe benefits. If the grant is received for all 8 positions, the total salary and benefits amount for the three years would be \$1,680,866.01. Of this, the grant will reimburse 75% up to \$1,000,000. The city would be responsible for 25% plus any amount over \$1,000,000, which totals \$680,866.01 over the 36 month period.

Recommendation: Motion to authorize the Police Department to apply for the competitive 2021 COPS Hiring Program grant.

- F. Consider authorizing the Police Department to apply for the 2021 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs.** The Concord Police Department is requesting to apply for the Fiscal Year 2021 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs. This program reimburses agencies up to 50% of the costs of new, uniquely fitted bulletproof vests. The department projects needing to purchase 115 vests over the next two years at a total cost of \$74,750.00, of which, the city would receive reimbursement of \$37,375.00 under grant guidelines. The deadline for submitting applications is Monday, June 14, 2021.

Recommendation: Motion to authorize the Police Department to apply for the 2021 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs.

- G. Consider approving a submission to the Mariam & Robert Hayes Charitable Trust for a grant request of \$36,183.00 to purchase six (6) kilns and four (4) kiln shelving carts to complete the kiln room within ClearWater Arts Center & Studios' Ceramics Center.** As plans move forward to complete the Ceramics Center on the ClearWater campus additional funding source were explored to assist with the furnishing of the facility. One such source, The Cannon Foundation, allocates thousands of dollars annually to support various projects, organizations, and cultural programs across Cabarrus County. After consulting with Cannon Foundation staff, the recommendation was to seeking assistance for the purchase of kilns and material under the Hayes Trust. If approved, staff would apply to the Mariam & Robert Hayes Charitable Trust in the amount of \$36,183.00 to purchase six (6) kilns and four (4) kiln shelving carts to complete the kiln room within ClearWater Arts Center & Studios' Ceramics Center.

Recommendation: Motion to approve the submission to the Mariam & Robert Hayes Charitable Trust for a grant request of \$36,183.00 to purchase six (6) kilns and four (4) kiln shelving carts to complete the kiln room within ClearWater Arts Center & Studios' Ceramics Center.

- H. 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: Olde Homestead Ph1 Map2 and Kasen Bluff. 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: Olde Homestead Ph1 Map2 and Kasen Bluff.

- I. 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: Pulte Home Company, LLC (PIN 5519-53-0773, 5519-53-9508, 5519-43-7877), 3084 Roberta Road. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Pulte Home Company, LLC.

- J. Consider accepting an offer of infrastructure at 7-Eleven at Coddle Market Drive, Thunder Roads Common Parcels A, B and C, The Grounds Roadway, Bedford Farms Subdivision Phase 3, Haven at Rocky River Subdivision Phase 1 Map 3, Pendleton Subdivision Phase 1 Map 1 and Map 2, Covenant Classical.** 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: 805 LF of 8-inch water line, 4 valves, 1 hydrant, 1,364 LF of 8-inch Sanitary Sewer, 7 Manholes, 5,213 LF of Roadway.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: 7-Eleven at Coddle Market Drive, Thunder Roads Common Parcels A, B and C, The Grounds Roadway, Bedford Farms Subdivision Phase 3, Haven at Rocky River Subdivision Phase 1 Map 3, Pendleton Subdivision Phase 1 Map 1 and Map 2, Covenant Classical.

- K. Consider authorizing the City Manager to execute the Reciprocal Agreement For Water and Sewer Connection & Related Matters Agreement with the City of Kannapolis.** The previous agreement expired last year and both parties desired to re-execute the agreement. This agreement acknowledges the system connections between the two Cities as well as the charges for water and sewer provided by the each. This agreement is extremely helpful in assuring regulatory compliance within each water system.

Recommendation: Motion to execute the Reciprocal Agreement For Water and Sewer Connection & Related Matters Agreement with Kannapolis.

- L. Consider approving the American Rescue Plan award from the US Department of the Treasury and adopting a capital project ordinance in the amount of \$16,255,872.** The Department of the Treasury has awarded the City American Rescue Plan funds in the amount of \$16,255,872 to assist with meeting pandemic response needs and rebuilding a stronger economy as the City recovers.

Recommendation: Motion to accept the American Rescue Plan award from the US Department of the Treasury and adopt a capital project ordinance in the amount of \$16,255,872.

- M. Consider adopting a project ordinance to amend the CARES funding in the CDBG Project Fund.** On November 12, 2020, a motion was made by council to approve the Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$604,865. That motion did not include a budget amendment form, which is now being submitted. This is an increase to the \$400,339 CARES funding previously approved and budgeted.

Recommendation: Motion to adopt a capital project ordinance to amend CARES funding in the CDBG Projects Fund for \$604,865.

- N. Consider approving a donation of \$5,000 from the Mayor's Golf Tournament Fund to the Students Take Part in the Arts program administered by the Cabarrus Arts Council.** Every year the Cabarrus Arts Council carefully selects and schedules curriculum- and grade-related live professional performances to present to all students, Kindergarten through high school. A week of performances, two shows a week, for 6500 elementary school students costs \$6,000 for the performers.

Recommendation: Motion to approve a donation of \$5,000 from the Mayor's Golf Tournament Fund to the Students Take Part in the Arts program administered by the Cabarrus Arts Council and to adopt a budget ordinance.

- O. Consider adopting an ordinance to amend the Airport operating budget to adjust budget to year end actual projections.** Staff is requesting that the Airport operating budget be amended to reflect anticipated actual year end numbers. The total amendment is (\$2,493,099) which adjusts revenues and expenditures to year end projections.
- Recommendation:** Motion to adopt an ordinance to amend the Airport operating budget to adjust budget to year end actual projections.
- P. Consider adopting an ordinance to amend the CDBG budget to adjust budget to year end actual projections.** Staff is requesting that the CDBG budget be amended to reflect anticipated actual year end numbers. The total amendment is (\$355) which adjusts revenues and expenditures to year end projections.
- Recommendation:** Motion to adopt an ordinance to amend the CDBG budget to adjust budget to year end actual projections.
- Q. Consider adopting an ordinance to amend the Electric operating budget to adjust budget to year end actual projections.** Staff is requesting that the electric operating budget be amended to reflect anticipated actual year end numbers. The total amendment is \$1,990,569 which adjusts revenues and expenditures to year end projections.
- Recommendation:** Motion to adopt an ordinance to amend the Electric operating budget to adjust budget to year end actual projections.
- R. Consider adopting an ordinance to amend the Electric project budget to reallocate funds remaining from completed projects.** Electric has several projects that are completed or near completion. The attached ordinance reallocates funds remaining from these projects to other active projects.
- Recommendation:** Motion to adopt an ordinance to amend the Electric project budget to reallocate funds remaining from completed projects.
- S. Consider adopting a General Fund operating budget ordinance amendment to reclass Powell Bill personnel costs from the Streets department.** Staff is recommending that the personnel costs associated with Powell Bill be reclassified from the Street department to the Powell Bill department. Staff prepares reports related to Powell Bill and expenses should be accounted for accurately to ensure the City is following all the guidelines related to Powell Bill funding from the state.
- Recommendation:** Motion to adopt a General Fund operating budget ordinance amendment to reclass Powell Bill personnel costs from the Streets department.
- T. Consider adopting an ordinance to amend the General Fund budget to adjust budget to year end actual projections.** Staff is requesting that the General Fund budget be amended to reflect anticipated actual year end numbers. The total amendment is \$1,117,067 which adjusts revenues and expenditures to year end projections.
- Recommendation:** Motion to adopt an ordinance to amend the General Fund budget to adjust budget to year end actual projections.
- U. Consider adopting ordinances to amend the General Fund operating budget and the General Capital Reserves Fund to complete the year end transfer for future projects listed in the City's Capital Improvement Plan.** Per the City's adopted financial policies, the City Manager has authority to recommend a yearly transfer to the General Capital Reserve fund for future projects listed in the City's Capital Improvement Plan. After careful analysis of our current situation, the City Manager is recommending \$7,000,000 be transferred to the General Capital Reserve Fund. This amount represents surplus earnings from fiscal year ending June 30, 2020.
- Recommendation:** Motion to approve the amendments to the general fund operating budget ordinance and the general capital reserves fund ordinance to complete the year end transfer for future projects listed in the City's Capital Improvement Plan.

- V. Consider adopting an ordinance to amend the Golf budget to adjust budget to year end actual projections.** Staff is requesting that the golf operating budget be amended to reflect anticipated actual year end numbers. The total amendment is \$400,000 which adjusts revenues and expenditures to year end projections.
Recommendation: Motion to adopt an ordinance to amend the Golf budget to adjust budget to year end actual projections.
- W. Consider adopting an ordinance to amend the HOME budget to adjust budget to year end actual projections.** Staff is requesting that the HOME budget be amended to reflect anticipated actual year end numbers. The total amendment is (\$290) which adjusts revenues and expenditures to year end projections.
Recommendation: Motion to adopt an ordinance to amend the HOME budget to adjust budget to year end actual projections.
- X. Consider adopting an ordinance to amend the Housing Choice Voucher program budget to adjust budget to year end actual projections.** Staff is requesting that the Housing Choice Voucher program budget be amended to reflect anticipated actual year end numbers. The total amendment is \$140,490 which adjusts revenues and expenditures to year end projections.
Recommendation: Motion to adopt an ordinance to amend the Housing Choice Voucher program budget to adjust budget to year end actual projections.
- Y. Consider adopting an ordinance to amend the Housing Capital Fund budget to adjust budget to year end actual projections.** Staff is requesting that the Housing Capital Fund budget be amended to reflect anticipated actual year end numbers.
Recommendation: Motion to adopt an ordinance to amend the Housing Capital Fund budget to adjust budget to year end actual projections.
- Z. Consider adopting an ordinance to amend the Housing Operations budget to adjust budget to year end actual projections.** Staff is requesting that the Housing Operations budget be amended to reflect anticipated actual year end numbers. The total amendment is \$23,800 which adjusts revenues and expenditures to year end projections.
Recommendation: Motion to adopt an ordinance to amend the Housing Operations budget to adjust budget to year end actual projections.
- AA. Consider adopting ordinances to amend the Parks and Recreation Capital Reserve Fund and the Parks and Recreation Capital Project Fund to complete transfers for approved property purchases.** Council has previously approved the purchases of property for greenways. At the time that these purchases were approved, a project amendment was not included. The attached project budget ordinances transfer funds from the \$0.01 allocation of property tax over to the project fund for these property purchases.
Recommendation: Motion to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and the Parks and Recreation Capital Project Fund to complete transfers for approved property purchases.
- BB. Consider adopting an ordinance to amend the Revolving Projects Fund budget to adjust budget to year end actual projections.** Staff is requesting that the Revolving Projects Fund budget be amended to reflect anticipated actual year end numbers. The total amendment is \$311,600 which adjusts revenues and expenditures to year end projections.
Recommendation: Motion to adopt an ordinance to amend the Revolving Projects Fund budget to adjust budget to year end actual projections.
- CC. Consider adopting an ordinance to amend the Stormwater budget to adjust budget to year end actual projections.** Staff is requesting that the stormwater operating budget be amended to reflect anticipated actual year end numbers. The total amendment is \$36,500 which adjusts revenues and expenditures to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Stormwater budget to adjust budget to year end actual projections.

- DD. Consider adopting an ordinance to amend the Additional Vehicle Tax Fund budget to adjust budget to year end actual projections.** Staff is requesting that the Additional Vehicle Tax Fund budget be amended to reflect anticipated actual year end numbers. The total amendment is \$50,000 which adjusts revenues and expenditures to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Additional Vehicle Tax Fund budget to adjust budget to year end actual projections.

- EE. Consider adopting an ordinance to amend the Wastewater operating budget to adjust budget to year end actual projections.** Staff is requesting that the Wastewater operating budget be amended to reflect anticipated actual year end numbers. The total amendment is (\$1,534,518) which adjusts revenues and expenditures to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Wastewater operating budget to adjust budget to year end actual projections.

- FF. Consider adopting an ordinance to amend the Water operating budget to adjust budget to year end actual projections.** Staff is requesting that the Water operating budget be amended to reflect anticipated actual year end numbers. The total amendment is \$407,632 which adjusts revenues and expenditures to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Water operating budget to adjust budget to year end actual projections.

- GG. Consider adopting a resolution transferring delinquent accounts to collection loss.** The Housing Department has attempted to collect these amounts but have been unsuccessful. It is now appropriate to adopt a resolution transferring the FY21 delinquent repayment agreements to collection losses. Efforts will continue to collect these losses.

Recommendation: Motion to adopt a resolution to write-off the FY21 delinquent repayment agreement account in the amount of \$1,169.00 to collection losses.

- HH. Consider adopting a resolution transferring delinquent accounts to collection loss.** Public Housing residents have moved out of their dwelling units leaving balances on their accounts. The Housing Department has attempted to collect these amounts but have been unsuccessful. It is now appropriate to adopt a resolution transferring the FY21 delinquent accounts to collection losses. Efforts will continue to collect these losses.

Recommendation: Motion to adopt a resolution to write-off the FY21 delinquent accounts in the amount of \$22,322.23 to collection losses.

- II. Consider approving the transfer of delinquent miscellaneous receivables and delinquent airport receivables to collection losses.** In preparation for yearend closing of the accounting records and preparing for the annual independent audit, staff must review accounts receivable balances and determine if any of the balances are uncollectible. The accounts that are deemed uncollectible should be transferred to collection losses. Miscellaneous receivables billed that have been classified as uncollectible amount to \$6,485.79. Airport receivables deemed uncollectible amount to \$5,380.91. Staff continues to work with legal to pursue collection methods available as well as using the Debt Setoff Program offered through the State and a private contract for collections.

Recommendation: Motion to approve the transfer of delinquent miscellaneous receivables and delinquent airport receivables to collections losses.

- JJ. Consider amending Article 8.13, City of Concord Computer Network, Email, and Internet Access Policy.** Staff recommends an update to Article 8.13, City of Concord Computer Network, Email and Internet Access Policy of the City's Personnel Policies and Procedures to reflect the City's two-step verification process (multi-factor

authentication), which helps to reduce cyber security threats and illegal system access.

Recommendation: Motion to amend Article 8.13, City of Concord Computer Network, Email and Internet Access Policy, in the Personnel Policies and Procedures manual.

KK. Consider approving a change to the classification/compensation system to include the following classification: Police Administration Manager. The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Police Administration Manager (Grade 109) with a salary range of \$53,894.29 (minimum) - \$71,409.92 (midpoint) - \$88,925.59 (maximum).

LL. Consider approving a change to the classification/compensation system to include the following classification: Communications Center Manager. The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Communications Center Manager (Grade 112) with a salary range of \$70,434.99 (minimum) - \$93,326.34 (midpoint) - \$116,217.71 (maximum).

MM. Consider approving a change to the classification/compensation system to include the following classification: Senior Payroll Technician. The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Senior Payroll Technician (Grade 209) with a salary range of \$45,849.28 (minimum) - \$60,750.29 (midpoint) - \$75,651.31 (maximum).

NN. Consider approving a change to the classification/compensation system to include the following classification: Senior Budget Analyst. The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Senior Budget Analyst (Grade 110) with a salary range of \$58,744.76 (minimum) - \$77,836.82 (midpoint) - \$96,928.88 (maximum).

OO. Consider adopting the 3% adjustment to the Compensation Plan Grade Assignments, effective in the fourth quarter of FY22. In order to remain competitive in the ability to attract strong candidates, staff recommends a 3% overall increase to the Compensation Plan Grade Assignments in the fourth quarter of FY22. This adjustment will be made at minimums, midpoints and maximums in the structure to maintain forward movement in the workforce marketplace.

Recommendation: Motion to adopt the 3% adjustment to the Compensation Plan Grade Assignments, effective in the fourth quarter of FY22.

PP. Consider adopting FY22 Compensation Plan Grade Assignments. Staff recommends adopting the FY22 Compensation Plan Grade Assignments.

Recommendation: Motion to adopt the FY22 Compensation Plan Grade Assignments.

QQ. Consider acceptance of the Tax Office reports for the month of April 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 April 2021.

RR. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of April 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 April 2021.

SS. Receive monthly report on status of investments as of April 30, 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.

Meeting Date

June 10th, 2021

Annexation Staff Report

Open and conduct a public hearing and consider adopting an ordinance annexing +/- 3.366 acres located at 2183 Heglar Rd., owned by Randy and Sherry.

The petitioner, William Niblock of Niblock Homes, submitted a petition in May for the annexation of 2 parcels totaling +/- 4.757 acres in order to add the properties to the existing Buffalo Ranch PUD (Planned Unit Development) as single-family homes. However, after discussion with staff concerning the site layout and updating the PUD, the petitioner decided to withdraw the annexation request for 2315 Heglar Rd (+/- 1.391) and continue forward with the request to annex 2183 Heglar Rd. If annexed, the petitioner intends to pursue a zoning classification of RM-1 (Residential Medium Density) and to develop the site, with single-family detached homes, outside of the Buffalo Ranch subdivision.

The subject property is located on east side of Heglar Rd. and north of NC Hwy 49 North. The parcel is 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 one parcel and contains a single-family detached structure with accessory buildings. A map has been provided depicting the property's location.

Applications for annexation and rezoning may be submitted simultaneously so that rezoning can be reviewed while the annexation is being processed. Staff met with the petitioner subsequent to the initial petition to review a draft 6-lot sketch plan. Based on the lot sizes, staff recommended the petitioner apply for the RM-1 zoning classification as it would support the intended lot sizes and be similar to the lot sizes within Buffalo Ranch and Bedford Farms. Thus, the petitioner has proposed to rezone the property to RM-1 (Residential Medium Density) which would permit single-family detached dwellings at 3 du/a, with 15,000sf lots, at a minimum of 75ft in width. RM-1 zoning would, however, not be consistent with the 2030 Land Use Plan's land use of "Rural." Therefore, a Land Use Plan amendment would be required in order to accommodate the RM-1 zoning classification. Should Council desire to rezone the property at a future meeting, staff would recommend the Land Use Plan be modified to Suburban Neighborhood for the subject property. Based on the limited size and development potential of the property, Staff has no objection to the proposed zoning classification or the Land Use Plan amendment. The proposed zoning classification is not subject to discussion at the annexation hearing and is 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 rezoning will be presented to the Planning and Zoning Commission for consideration.

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 Traditions at Bedford Farms

Street Address 2183 Heglar Road

Cabarrus County Property Identification Number(s) list below

P.I.N. 55494991610000

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site 3.366 acres

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

Person to contact if there are questions about the petition

Name William Niblock

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

Phone (704) 788-4818

Fax #

Email wniblock@niblockhomes.com

Written metes and bounds description of property to be annexed

kenfoster@outlook.com

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:

<input checked="" type="checkbox"/>	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

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 18th day of May, 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 5-18-21

Print Name Sherry Yates Walter Phone _____

Address 2183 Heglar Rd., Concord, NC 28025

Signature *Sherry Yates Walter* Date 5-18-21

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

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, Christin Coble [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 purposed therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 18th day of May, 2021.

Christin Coble
Notary Public

My commission expires February 17, 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, Christin Coble [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.

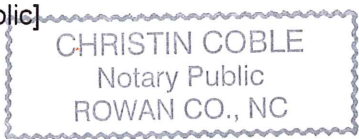
Witness my hand and official seal this 18th day of May, 2021.

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										3.366 acres				
Current Population of Area										2				
Current Zoning of Area										Cabarrus County LDR				
Desired City Zoning of Area										RM - 1				
Proposed Use (i.e. residential, commercial, or industrial)										residential				
Estimated Total Value of Residential Units for the Proposed Development										\$2,700,000				
Total Proposed Number of Dwelling Units										6 residential lots				
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)										Single Family Detached				
Year 1	6	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	N / A	Year 2		Year 3		Year 4		Year 5	
Proposed total number of non-state maintained street miles									
Year 1	N / A	Year 2		Year 3		Year 4		Year 5	

Water Information									
Typical water service(s) (i.e. 3/4", 1", etc.)					6 - 3/4"				
Number of services installed by developer (by service type)									
Year 1	6	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. 3/4", 1", etc.)									
Number of Services Requested									
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed									
Year 1	N / A	Year 2		Year 3		Year 4		Year 5	

Sewer Information									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)					6 - 4"				
Number of services installed by developer (by service type)									
Year 1	6	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

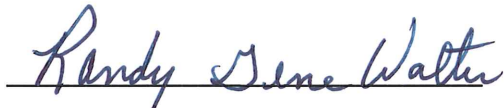
May 12, 2021

Planning & Neighborhood Development
City of Concord
35 Cabarrus Avenue W
Concord, NC 28025

RE: PIN 5549499161000
2183 Heglur Road

Please accept this letter as authorization for William Niblock, Niblock Homes. LLC to act as our agent to handle the annexation petition and the application for Zoning Map Amendment for the property described above.

Sincerely,

A handwritten signature in blue ink that reads "Randy Gene Walter". The signature is written in a cursive style and is positioned above a horizontal line.

Randy Gene Walter

A handwritten signature in blue ink that reads "Sherry Yates Walter". The signature is written in a cursive style and is positioned above a horizontal line.

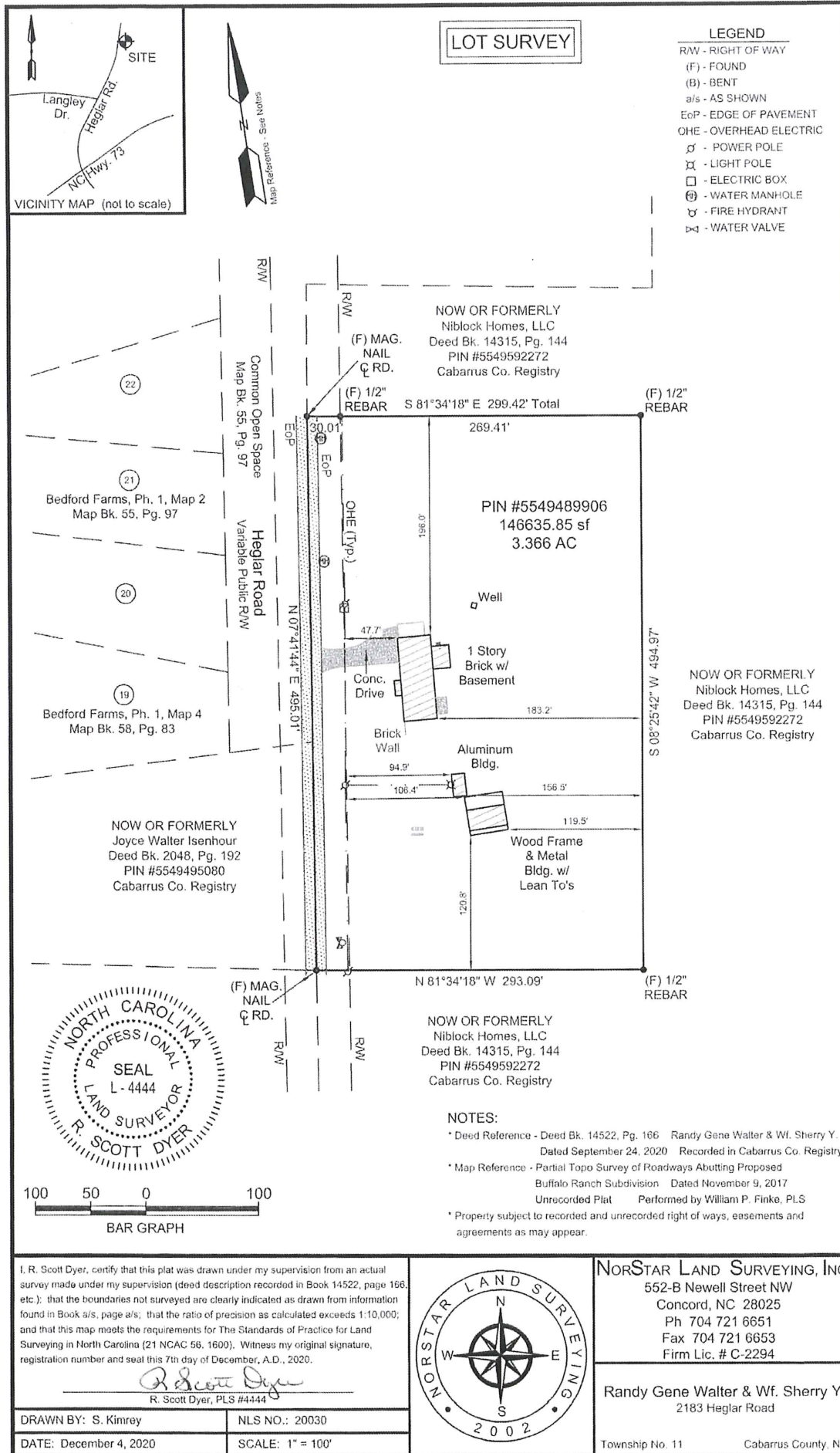
Sherry Yates Walter

EXHIBIT A

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.

EXHIBIT B



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

N
E
S
W
2020

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

DRAWN BY: S. Kimrey

DATE: December 4, 2020

NLS NO.: 20030

SCALE: 1" = 100'

EXHIBIT C



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

Physical Address:	2183 HEGLAR RD CONCORD NC 28025	PIN14:	55494991610000
Account Name 1:	WALTER RANDY GENE	Account Name 2:	WALTER SHERRY YATES WF
Mailing Address:	2183 HEGLAR RD	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28025
Property Real ID:	11-024 -0050.10	Plat Book:	00000
Plat Page:	00000	Land Units:	3.364
Units Type:	AC	Land Value:	AC
Building Value:	null	OBXF Value:	null
Assessed Value:	null	Market Value:	null
Sale Year:	2020	Sale Month:	9
Sale Price:	0	Deed Book:	14522
Deed Page:	0166	Fire District:	ColdWater
Zoning:	LDR	Elementary School:	W M Irvin ES
Middle School:	Mt Pleasant MS	High School:	Mt Pleasant HS
Precinct Name:	11-02	Legal Description:	EAST SIDE HEGLAR RD
Floodway:	No	100 Yr Flood:	No
500 Yr Flood:	No	Watershed	undefined
FIRM Panel Number	5549		

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)

NO TITLE OPINION RENDERED NOR IMPLIED

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.

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:

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

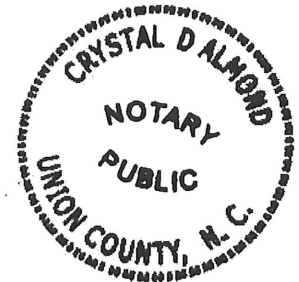
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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)

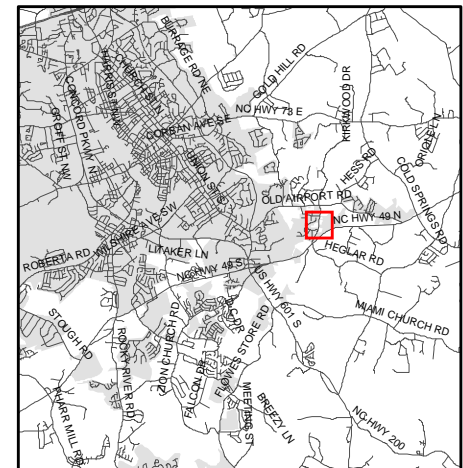


ANX-02-2021

Annexation Application

2183 Heglar Rd

5549-49-9161



	Annexation Property
	City of Concord
	Parcels



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.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 3.366 ACRES LOCATED AT
2183 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 and June 10th, 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 whereas the request was tabled on May 13th 2021 until a date certain and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on June 10th, 2021 after due notice by The Independent Tribune on May 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 10th day of June 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.

SECTION 2. Upon and after the 10th day of June, 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 10th day of June 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

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



Permit No: 1310
U.S. Tire Recycling Partners, L.P.
October 26, 2016
Document ID No. 26835
Page 1 of 11

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.

Digitally signed
by Edward F.
Mussler III P.E.
Date: 2016.10.27
10:03:31 -04'00'

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

1646 Mail Service Center, Raleigh, North Carolina 27699-1646
Phone: 919-707-8200 Internet: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section>

An Equal Opportunity \ Affirmative Action Employer

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 13th day of May 2021.

Adopted on second reading this 10th day of June 2021.

CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

VaLerie Kolczynski, City Attorney

A RESOLUTION ORDERING THE CLOSING OF A 2' PORTION OF AN 8' WIDE
ALLEY BETWEEN SPRING ST SW AND MARKET ST SW

WHEREAS, on the 13th day of May, 2021, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of an alley between Spring St. SW and Market St. SW in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on June 10, 2021.

WHEREAS, the City Council on the 13th day of May, 2021, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

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

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

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 10th day of June 2021; and

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

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

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.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning the lot within which the portion of the alley to be abandoned falls, such title, for the width of the abutting land owned by them, to extend to the portion of the alley where public right of way is being retained by the City of Concord in accordance with the provision of G.S. 160A-299(c).

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

This the 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk



**Planning &
Neighborhood Development**
35 Cabarrus Avenue, West
PO Box 308 Concord, NC 28026
Phone: 704-920-5146
Email: rogerss@concordnc.gov

Petition for Annexation into the Concord City Limits

Section A Submittal Checklist	
Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit:	
Required - An incomplete application will delay the annexation process.	
X	Written metes and bounds description of the property to be annexed. <u>Must</u> include in application packet <u>and</u> email a Microsoft Word version to rogerss@concordnc.gov . Mark as Exhibit A . Source can be from Survey or Deed.
X	Map showing above written metes and bounds description of the property to be annexed in relation to the current <u>city</u> limits. Mark as Exhibit B .
X	A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C . http://gis.cabarruscourty.us/gisdataexplorer/
X	Correct Parcel Identification Number(s) (PIN) on second page of application This is very important. Please indicate if the property to be annexed is only a portion of an existing parcel. http://gis.cabarruscourty.us/gisdataexplorer/
X	Property Owners' Signatures, Date of Signatures, and addresses. See page 3 of this application. All real <u>property owners</u> must sign the application, and such signature must be notarized. An authorized representative must sign on behalf of each legal entity that holds ownership of the property and such <u>representative's signature</u> must be notarized. <u>One signature</u> for each <u>legal ownership</u> interest in the <u>property</u> . Please include signatures of new owners if ownership will change during the annexation process.
X	Notary Statements for each signature
X	General Warranty Deed showing ownership of the property. Petitioners must submit a title opinion or title insurance if a general warranty deed is not available. Upon review, a title opinion may be required in addition to a general warranty deed.
	Statement of vested rights claimed, if any.
	\$300.00 Application Fee
	A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).
X	This application form (Sections A, B, C, and D) completed, dated and signed by the property owner(s) and attested submitted by the deadlines noted in section B of this application page 2.
Optional, but will assist in the steps following the annexation process	
	Section E (Supplemental Information)
X	Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan
X	Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)
X	List of Current Adjacent Property Owners

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 **Electric Systems Operation Center**

Street Address **505 Alfred Brown Jr Ct SW**

Cabarrus County Property Identification Number(s) list below

P.I.N. **5539-26-7994**

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site **+/- 16.596 acres**

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

Person to contact if there are questions about the petition

Name **Andrea Cline, Substation SCADA Coordinator, Electric Systems**

Address **635 Alfred Brown Jr Ct SW; PO Box 308; Concord, NC 28026**

Phone **704-920-5311**

Fax# **704-920-6948**

Email clinea@concordnc.gov

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.

SEE ATTACHED

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:

<input checked="" type="checkbox"/>	Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or
<input type="checkbox"/>	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 ___

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 ___ day of _____, 20___ 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	<u>Lloyd Wm. Payne, Jr</u>	Phone	<u>704-920-5215</u>
Address	<u>35 Cabarrus Ave</u>		
Signature	<u>[Signature]</u>	Date	<u>4/21/2021</u>

Print Name	_____	Phone	_____
Address	_____		
Signature	_____	Date	_____

Print Name	_____	Phone	_____
Address	_____		
Signature	_____	Date	_____

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: N.C.
County of: Rowan

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, Leslie Jenkins [Notary's Name], a Notary Public for said County and State, do hereby certify that Lloyd Wm. Payne [Representative for Landowner], a duly authorized representative for City of Concord [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is City Manager [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.

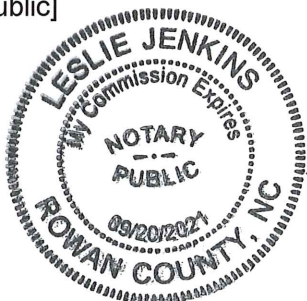
Witness my hand and official seal this 21 day of April, 2021.

Leslie Jenkins
Notary Public

My commission expires September 30, 2021

[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										+/- 16.5				
Current Population of Area														
Current Zoning of Area										I-1 and C-2				
Desired City Zoning of Area										I-2				
Proposed Use (i.e. residential, commercial, or industrial)										municipal				
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	1	Year 2		Year 3		Year 4		Year 5	
Typical irrigation meter size(s) to be installed (i.e. 3/4 ", 1", etc.)									
Number of Services Requested									
Year 1	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	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	1	Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling									
Year 1	1	Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)									
Year 1	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.

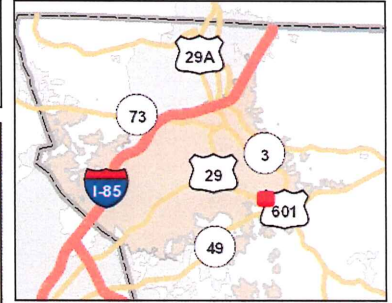
City Contact Information
 Planning and Neighborhood Development 704-920-5146
 Water Resources Director 704-920-5343
 Director of Electric Services 704-920-5301
 Director of Engineering 704-920-5401
 Solid Waste Manager 704-920-5351
 Fire Chief 704-920-5536
 Police Chief 704-920-5000
 Transportation 704-920-5362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

Exhibit A

LYING AND BEING in Township Number 11, City of Concord, Cabarrus County, North Carolina and being 16.596 acres located near U.S. Hwy 601 Bypass (aka \Warren Coleman Blvd) and being a PORTION of the same property conveyed to Bill R. Krimminger, on June 30, 1995 in Deed Book 1443, at Page 270 of the Cabarrus County Registry and is further described as follows:

Beginning at a calculated point, said point being located within the right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W). said point being located S 12°47'55" \V 92.82 feet from a 1/2" rebar, said rebar being located on the northern right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), thence within the right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), N 87°57'05" E 808.55 feet to a **calculated point, said calculated point being located on the common property line with now or formerly Roman Catholic** Diocese of Charlotte, NC (Deed Bk. 4256, Pg. 100); thence with the property of now or formerly Roman Catholic Diocese of Charlotte, NC (Deed Bk. 4256, Pg. 100), S 33°25'45" E passing a 5/8" rebar on line at 85.03 feet for a total of 476.99 feet to a 1" pipe, said pipe being a common corner with now or formerly the City of Concord (Deed Bk. 7316, Pg. 303); thence with the property of now or formerly the City of Concord (Deed Bk. 7316, Pg. 303) the following three (3) calls: (1) S 33°35'40" W 437.25 feet to a 1" pipe; (2) S 27°40' 19" W 440.55 feet to a 1/2" rebar; (3) S 06°39'37" W 83.59 feet (L2) to a 1/2" rebar, said rebar being located on the eastern right- of-way of Alfred Brown Jr. Court SW (60' Public R/W); thence with the eastern right-of-way of Alfred Brown, Jr. Court SW (60' Public R/W) the following three (3) calls: (1) N 30°37'30" W 1104.47 feet to a 1/2" rebar; (2) with a curve to the right, having a radius of 350.00 feet, an arc of 174.10 feet and a chord bearing and distance of N 16°22'3 1" W 172.31 feet (C1) to a calculated point; (3) N 02°07'30" W, passing a PK nail on line at 0.90 feet, for a total of 90.90 feet (L3 and L4, combined) to the POINT AND PLACE OF BEGINNING and containing 16.596 Acres, as shown on survey, titled, "16.596 Acres-Alfred Brown Jr. Ct SW," dated September 10, **2019 by NorStar Land Surveying, Inc.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1443 page 270.



- Legend**
- Address Point
 - Parcels
 - Highways**
 - Interstate
 - NC Highway
 - US Highway
 - Roads
 - ▭ Concord City Limits Zoomed In
 - ▭ Other Municipal Boundaries
 - ▭ Cabarrus County

1: 3,600

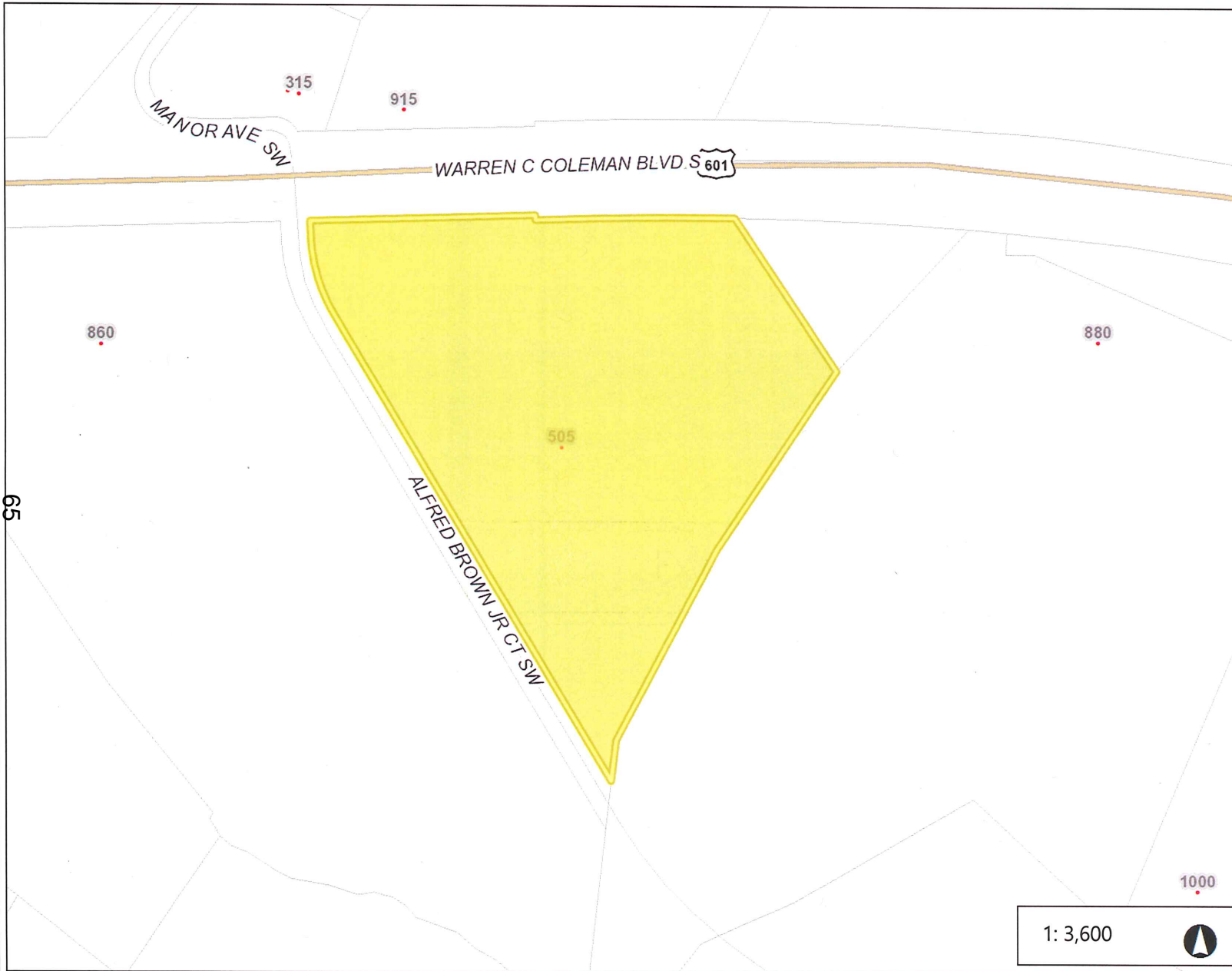
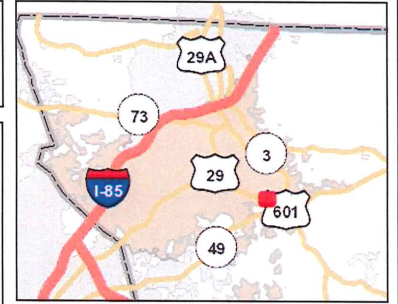


NAD_1983_North_Carolina
© Latitude Geographics Group Ltd.


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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Electric Systems Operations Complex
505 Alfred Brown Jr Ct SW
PIN 5539-26-7994



- Legend**
- Address Point
 - Parcels
 - Highways
 - Interstate
 - NC Highway
 - US Highway
 - Roads
 - ▭ Cabarrus County

1: 3,600 



Electric Systems Operations Complex
505 Alfred Brown Jr Ct SW
PIN 5539-26-7994

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS
 FILED Sep 23, 2019
 AT 04:15 pm
 BOOK 13734
 START PAGE 0318
 END PAGE 0320
 INSTRUMENT # 25645
 EXCISE TAX \$1,117.00
 SMS

SCANNED AND RETURNED

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,117.00

Parcel Identifier No. P/O 5539-26-3765 Verified by _____ County on the ____ day of _____, 20____
 By: _____

/ Mail/Box to: City of Concord Register of Deeds Box

This instrument was prepared by: VaLerie Kolczynski, City Attorney

Brief description for the Index: 16.596 Acres, Hwy 601 Bypass (aka Warren Coleman Blvd)

THIS DEED made this 23rd day of September, 2019, by and between

GRANTOR	GRANTEE
BILL R. KRIMMINGER, (an unmarried man)	CITY OF CONCORD, A NORTH CAROLINA MUNICIPAL CORPORATION
Address: 5612 Shoreview Drive Concord, NC 28025	Address: PO Box 308 Concord, NC 28026-0308

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Concord, No. Eleven (11) Township, Cabarrus County, North Carolina and more particularly described as follows:

LYING AND BEING in Township Number 11, City of Concord, Cabarrus County, North Carolina and being 16.596 acres located near U.S. Hwy 601 Bypass (aka Warren Coleman Blvd) and being a PORTION of the same property conveyed to Bill R. Krimminger, on June 30, 1995 in Deed Book 1443, at Page 270 of the Cabarrus County Registry and is further described as follows:

Beginning at a calculated point, said point being located within the right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), said point being located S 12°47'55" W 92.82 feet from a 1/2" rebar, said rebar being located on the northern right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), thence within the right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), N 87°57'05" E 808.55

3/26

feet to a calculated point, said calculated point being located on the common property line with now or formerly Roman Catholic Diocese of Charlotte, NC (Deed Bk. 4256, Pg. 100); thence with the property of now or formerly Roman Catholic Diocese of Charlotte, NC (Deed Bk. 4256, Pg. 100), S 33°25'45" E passing a 5/8" rebar on line at 85.03 feet for a total of 476.99 feet to a 1" pipe, said pipe being a common corner with now or formerly the City of Concord (Deed Bk. 7316, Pg. 303); thence with the property of now or formerly the City of Concord (Deed Bk. 7316, Pg. 303) the following three (3) calls: (1) S 33°35'40" W 437.25 feet to a 1" pipe; (2) S 27°40'19" W 440.55 feet to a 1/2" rebar; (3) S 06°39'37" W 83.59 feet (L2) to a 1/2" rebar, said rebar being located on the eastern right-of-way of Alfred Brown Jr. Court SW (60' Public R/W); thence with the eastern right-of-way of Alfred Brown Jr. Court SW (60' Public R/W) the following three (3) calls: (1) N 30°37'30" W 1104.47 feet to a 1/2" rebar; (2) with a curve to the right, having a radius of 350.00 feet, an arc of 174.10 feet and a chord bearing and distance of N 16°22'31" W 172.31 feet (C1) to a calculated point; (3) N 02°07'30" W, passing a PK nail on line at 0.90 feet, for a total of 90.90 feet(L3 and L4, combined) to the POINT AND PLACE OF BEGINNING and containing 16.596 Acres, as shown on survey, titled, "16.596 Acres – Alfred Brown Jr. Ct SW," dated September 10, 2019 by NorStar Land Surveying, Inc. and is attached as Exhibit A for further reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1443 page 270.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book [N/A] page _____.

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.

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

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

By: [Signature]
Print Name: Bill R. Krimminger

State of NC - County of Cabarrus

I, Ellen C Thomas, a notary public in and for said county and state, do hereby certify that Bill R. Krimminger personally appeared before me this day and acknowledged that he ~~she~~ voluntarily signed the foregoing document.

WITNESS my hand and notarial seal, this 23 day of September 2019.

[Signature]
Notary Public

My commission expires: 2/24/2023



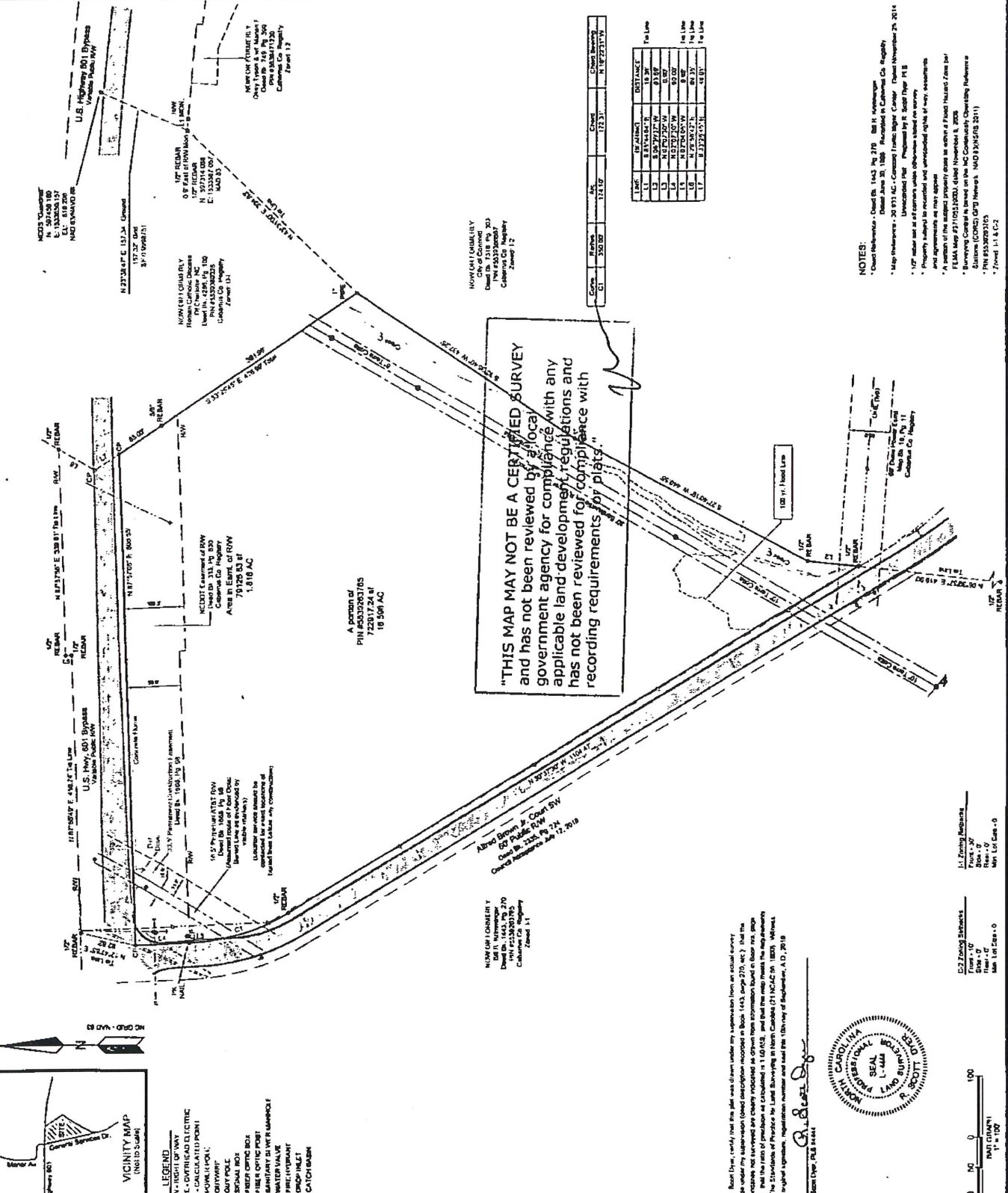


NORSTAR LAND SURVEYING, INC.
 552-B Newell Street NW
 Concord, NC 28025
 Ph 704 721 6651
 Fax 704 721 6653
 FIRM LIC. # C-2294

BOUNDARY SURVEY
 City of Concord
 Cabarrus County, NC

Prepared for: City of Concord - Engineering Dept.
 16,596 AC - Alfred Brown Jr. Ct. SW

DATE	September 10, 2019
SCALE	1" = 100'
NLS NO.	10103
DRAWN BY	S. Kinney
CHECKED BY	S. Dyer
REVISION	
DATE	



- LEGEND**
- RIGHT OF WAY
 - OVERHEAD ELECTRIC
 - CALCULATED POINT
 - POLYMARKER
 - CONTOUR
 - SPOT ELEVATION
 - FINDER OPTIC MARK
 - HOLE OPTIC MARK
 - BENCHMARK OR WATER MARK
 - WATER VALVE
 - CATCH BASIN

HOWARTH CONSULTANTS
 500 W. KITCHEN
 Concord, NC 28020
 Cabarrus County, NC
 Zoned: S1

NORSTAR CONSULTANTS, INC.
 552-B Newell Street NW
 Concord, NC 28025
 Cabarrus County, NC
 Zoned: S1

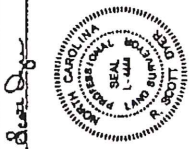
1. I, S. Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (as described) recorded in Book 1418, Page 201, rec-2. That the survey was made in accordance with the provisions of the laws of North Carolina, and that the map meets the requirements of the Statutes of Practice for Land Surveying in North Carolina (11 NCAC 150.01), and that the map meets the requirements of the Statutes of Practice for Land Surveying in North Carolina (11 NCAC 150.01). Witness my hand and seal of my office on this 10th day of September, A.D. 2019.

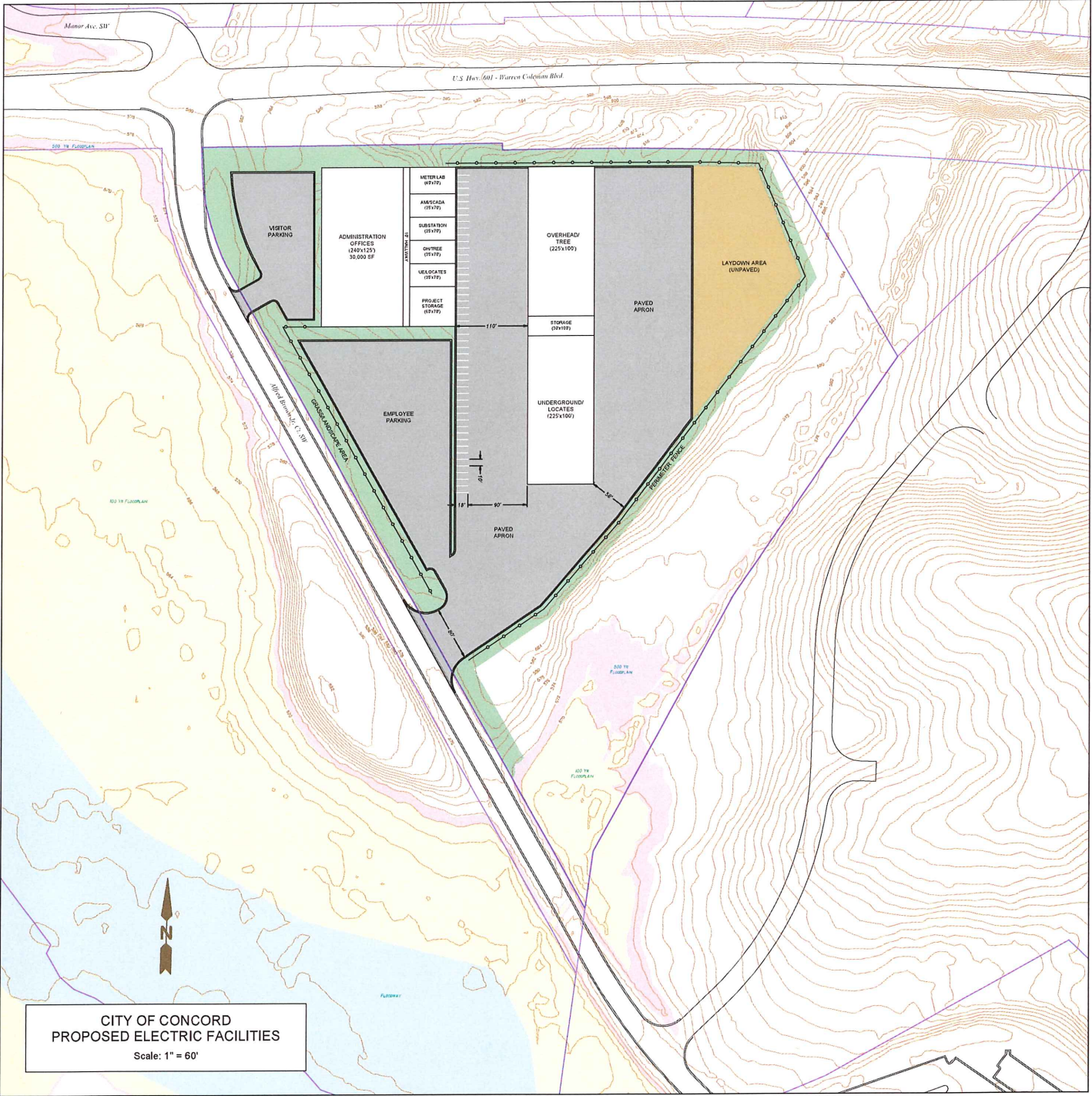
S. Dyer, PLS (Seal)

1.1 Easement
 Point - 20'
 Rear - 0'
 Min. Lot Area - 0

1.2 Easement
 Front - 10'
 Rear - 0'
 Min. Lot Area - 0

1.3 Easement
 Point - 20'
 Rear - 0'
 Min. Lot Area - 0





Property Owners Adjacent to 505 Alfred Brown Jr Ct SW

Name	Name 2	Mailing Address	City	State	Zip
CINNAMON HILLS HOA	C/O JEANNE M TORELLO VP	PO BOX 1377	CONCORD	NC	28026
HABTEMARIAM TESFAMICHAEL GHEBREZGHIHER	ANDEMARIAM ESTIFANOS T	742 WINDY DR	STONE MTN	GA	30087
IRISH BUFFALO LLC		701 WILLIAMSBURG DR NE	CONCORD	NC	28025
MORRISON LINDA P	TRUSTEE	1195 OLD CHARLOTTE RD SW	CONCORD	NC	28027
ROMAN CATHOLIC DIOCESE CHAR NC	WEST MAURICIO W ADMINISTRATOR	139 MANOR AVE SW	CONCORD	NC	28025
GAIL SEEGER	CINNAMON HILLS PRESIDENT	95 PADDINGTON DR SW	CONCORD	NC	28025

Meeting Date

June 10th, 2021

Annexation Staff Report

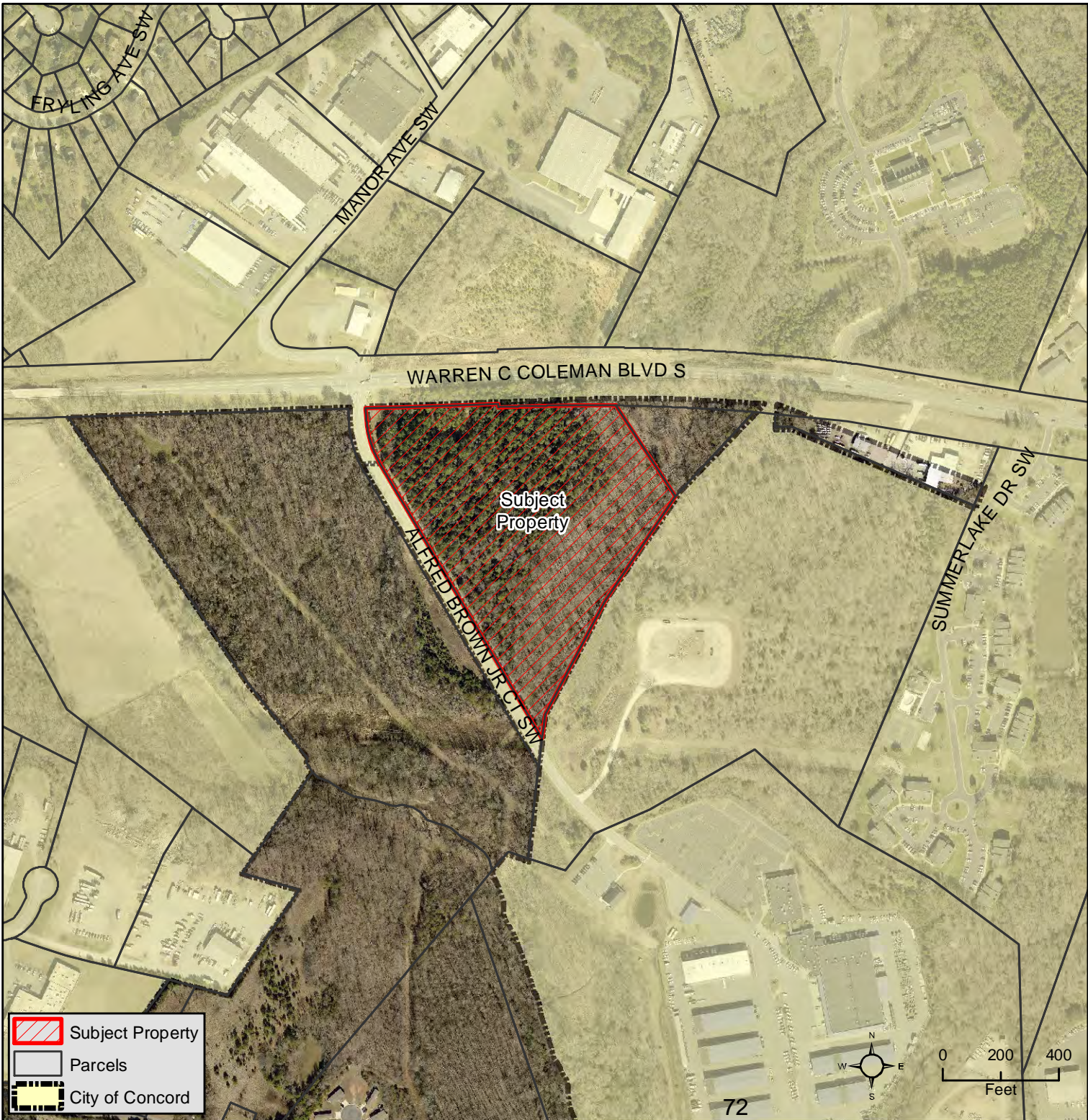
Open and conduct a public hearing to consider a voluntary annexation petition of +/- 16.596 acres located at 505. Alfred Brown Jr. Ct. SW.

The annexation petition has been submitted in order to develop the property as the new City of Concord Electric Systems Operations Center. The property is within the City's ETJ (Extraterritorial Jurisdiction) and was recently rezoned (5/18/21) by the Planning and Zoning Commission from C-2 (General Commercial) and I-1 (Light Industrial) to I-2 (General Industrial).

The subject property is owned by the City of Concord and is located north of the City's Brown Operations Center, which houses various City Departments including Engineering, Electric, Stormwater, Transportation, etc. The City purchased the subject property on September 23rd, 2019 for the purpose of expanding the existing Brown Center site in order to accommodate the increased departmental space needs. The site was purchased with the intent of developing a facility for the Electric Department services. The property was split zoned C-2 (General Commercial) and I-1 (Light Industrial). Split zoned properties are problematic when developing a site as each zoning district has its own site regulations, uses, design standards etc. In order to maintain consistent zoning across the parcel and the entire Brown Operation Center site, the applicant received rezoning approval by the Planning and Zoning Commission on May 18th to rezone the entirety of the parcel to I-2 (General Industrial). Technical site plan approval will be required prior to development of the site. Any development of the subject property must meet the standards set forth in the CDO (Concord Development Ordinance) as well as other applicable regulations.

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 or substantial feedback were provided to staff concerning the request.

Since the property is already zoned and in the City's ETJ, if annexation is adopted, no subsequent rezoning would be necessary.

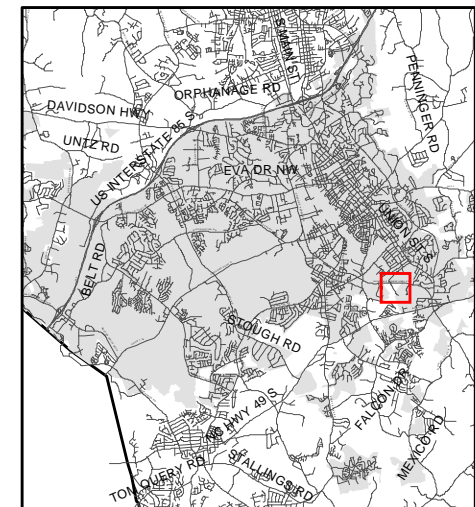


**ANX-04-21
Subject Property**

**City of Concord
Electric Operations
Center**

Proposed Annexation

Alfred Brown Jr Ct SW
PIN: 5539-26-7994



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.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE +/- 16.596 ACRES GENERALLY LOCATED AT 505 ALFRED BROWN JR. CT. SW., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by, Andrea Cline, City of Concord Electric Systems, on June 10th, 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 35 Cabarrus Avenue, West on June 10th, 2021 after due notice by The Independent Tribune on May 30th, 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 10th day of June 2021:

PARCEL#: 5539-26-7994

LYING AND BEING in Township Number 11, City of Concord, Cabarrus County, North Carolina and being 16.596 acres located near U.S. Hwy 601 Bypass (aka Warren Coleman Blvd) and being a PORTION of the same property conveyed to Bill R. Krimminger, on June 30, 1995 in Deed Book 1443, at Page 270 of the Cabarrus County Registry and is further described as follows:

Beginning at a calculated point, said point being located within the right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W). said point being located S 12°47'55" W 92.82 feet from a ½" rebar, said rebar being located on the northern right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), thence within the right-of-way of U.S. Hwy 601 Bypass (Variable Public R/W), N 87°57'05" E 808.55 feet to a calculated point, said calculated point being located on the common property line with now or formerly Roman Catholic Diocese of Charlotte, NC (Deed Bk. 4256, Pg. 100); thence with the property of now or formerly Roman Catholic Diocese of Charlotte, NC (Deed Bk. 4256, Pg. 100), S 33°25'45" E passing a 5/8" rebar on line at 85.03 feet for a total of 476.99 feet to a 1" pipe, said pipe being a common corner with now or formerly the City of Concord (Deed Bk. 7316, Pg. 303); thence with the property of now or formerly the City of Concord (Deed Bk. 7316, Pg. 303) the following three (3) calls: (1) S 33°35'40" W 437.25 feet to a 1" pipe; (2) S 27°40' 19" W 440.55 feet to a ½" rebar; (3) S 06°39'37" W 83.59 feet (L2) to a ½" rebar, said rebar being located on the eastern right-of-way of Alfred Brown Jr. Court SW (60' Public R/W); thence with the eastern right-of-way of Alfred Brown, Jr. Court SW (60' Public R/W) the following three (3) calls: (1) N 30°37'30" W 1104.47 feet to a ½" rebar; (2) with a curve to the right, having a radius of 350.00 feet, an arc of 174.10 feet and a chord bearing and distance of N 16 degrees 22'31" W 172.31 feet (C1) to a calculated point; (3) N 02°07'30" W, passing a PK nail on line at 0.90 feet, for a total of 90.90 feet (L3 and L4, combined) to the POINT AND PLACE OF BEGINNING and containing 16.596 Acres, as shown on survey, titled,"

16.596 Acres-Alfred Brown Jr. Ct SW," dated September 10, 2019 by NorStar Land Surveying, Inc.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1443 page 270.

SECTION 2. Upon and after the 10th day of June, 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 10th day of June 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

Meeting Date

June 10th, 2021

Annexation Staff Report

Open and conduct a public hearing to consider a voluntary annexation petition for +/- 0.4009 acres located generally east of Copperfield Blvd. and west of Amalia St. NE. The property is owned by Copperfield Inc. and the owner/petitioner is James H. Craver.

The subject annexation petition has been submitted in order to expand the Charlotte Eye Ear Nose and Throat (CEENTA) parking lot. The property is located within the City's ETJ (Extraterritorial Jurisdiction) and is zoned C-2 (General Commercial).

As can be seen on the attached map, the property is contiguous to the City of Concord's primary corporate limits on south side. The subject property is located within the City's ETJ (Extraterritorial Jurisdiction) and has been since the mid 1990's when the Exit 49 interchange project was constructed by the Copperfield developer and NCDOT. The City's understanding was that new developments occurring along Copperfield Blvd would voluntarily apply for annexation if they desired to develop under City standards and connect to utilities. As the parcels have petitioned for annexation one-by-one over the years, the corporate limit boundary in the Copperfield area has become disjointed. For consistency of development and regulatory measures, it is important that developments be under one jurisdiction. Therefore, when CEENTA approached the City concerning expanding their parking lot to include the subject property, the City informed them that annexation would be necessary.

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 or substantial feedback were provided to staff concerning the request.

Since the property is already zoned and in the City's ETJ, if annexation is adopted, no subsequent rezoning would be necessary. However, in order to develop the property as a parking lot expansion, technical site plan review and approval is still required.

ANX-03-21

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 **CEENTA Parking lot expansion**

Street Address **N/A**

Cabarrus County Property Identification Number(s) list below

P.I.N. 56226487090000 P/O	P.I.N.	P.I.N.
P.I.N.	P.I.N.	P.I.N.

Acreege of Annexation Site **0.4009 acres**

Annexation site is requesting connection to City of Concord Water _____ and/or Sewer _____ **N/A**

Person to contact if there are questions about the petition

Name **James H. Craver**

Address **P.O. 526 Concord NC 28026-0526**

Phone **704-788-4000** Fax # **704-784-9001** Email **jhandjpc@msn.com**

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:

<input checked="" type="checkbox"/>	Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or
<input type="checkbox"/>	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 ___

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 ___ day of _____, 20___ 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	<u>James H. Craver, President</u>	Phone	<u>704-788-4000</u>
Address	<u>P.O. 526 Concord NC 28026-0526</u>		
Signature	<u>James H. Craver, President</u>	Date	<u>9-9-2021</u>

Print Name	<u>James H. Craver, President</u>	Phone	<u>704-788-4000</u>
Address	<u>P.O. Box 526 Concord NC</u>		
Signature	<u>JH Cr</u>	Date	_____

Print Name	_____	Phone	_____
Address	_____		
Signature	_____	Date	_____

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: 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, Alicia J. Broadway [Notary's Name], a Notary Public for said County and State, do hereby certify that James H. Craver [Representative for Landowner], a duly authorized representative for Copperfield, Inc. [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is President [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 9th day of April, 2021.

Alicia J. Broadway
Notary Public

My commission expires May 23, 2021

[SEAL of Notary Public]

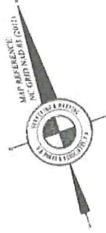
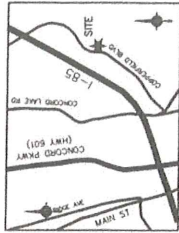


RECOMBINATION PLAT PREPARED FOR: CEENTA FAIRVIEW PROPERTIES, LLC

PRELIMINARY PLAT FOR REVIEW ONLY. NOT TO BE USED FOR SALES, CONVEYANCES OR RECORDATION.

OWNERS: CEENTA FAIRVIEW PROPERTIES, LLC
FAIRVIEW, NC 28036
COPPERFIELD, NC
CONCORD, NC 28026

OWNER: CEENTA FAIRVIEW PROPERTIES, LLC
645 S. 594 AMALIA STREET, CONCORD, NC
DEED REFERENCE: N803-203-6118-376
TAX PARCEL NO: S022644336 & S022648799
LOT 22 AREA: 127,843 SQ. FT. OR 2.9349 ACRES
LOT 23 AREA: 109,006 SQ. FT. OR 2.4735 ACRES
TOTAL AREA: 236,849 SQ. FT. OR 5.4144 ACRES

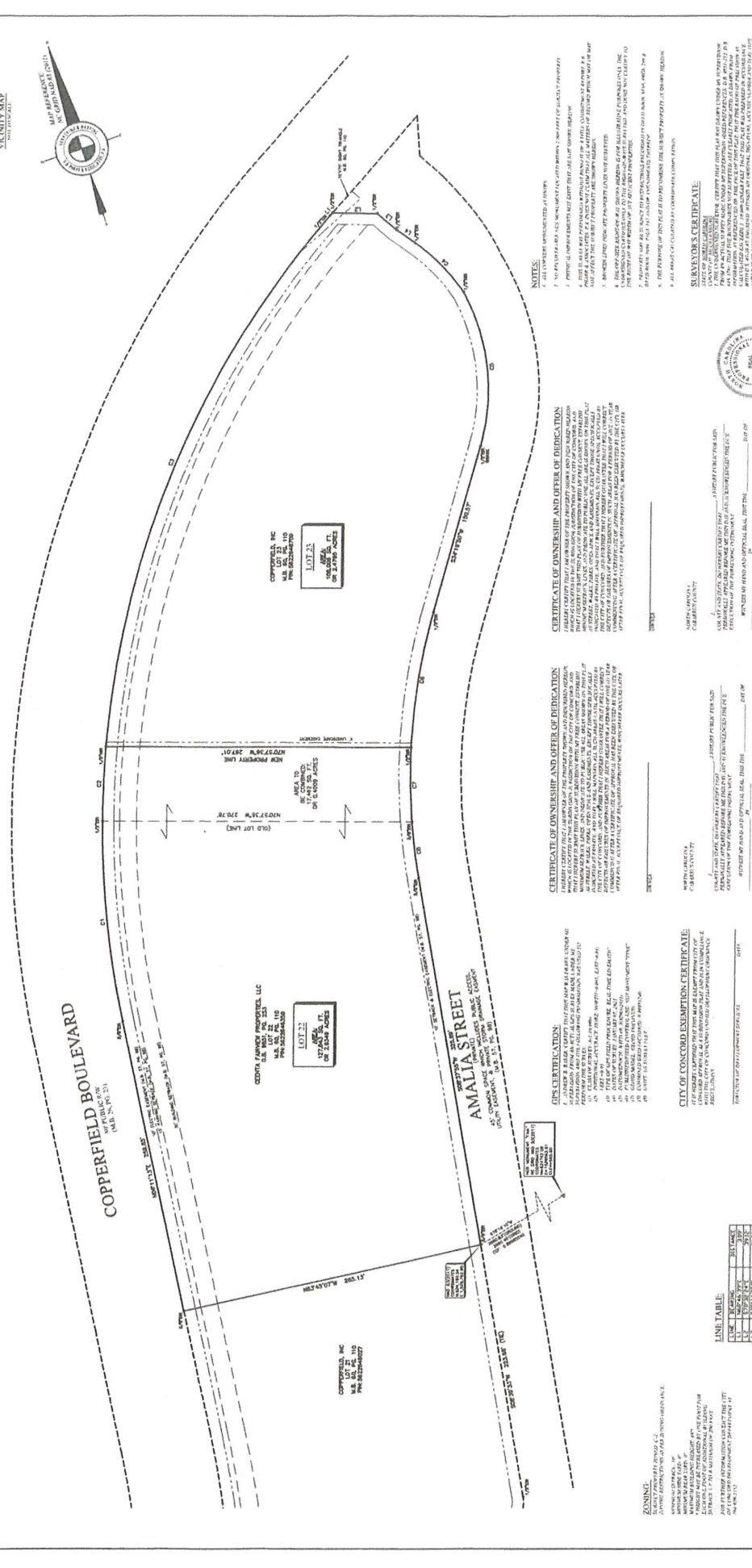


COPPERFIELD BOULEVARD
N804-108-211
N804-108-212

AMALIA STREET
N804-108-211
N804-108-212

CEENTA FAIRVIEW PROPERTIES, LLC
LOT 22
127,843 SQ. FT.
OR 2.9349 ACRES

COPPERFIELD, INC
LOT 23
109,006 SQ. FT.
OR 2.4735 ACRES



NOTES:
1. ALL SURVEY INSTRUMENTS AT COUNTY...
2. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
3. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
4. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
5. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
6. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
7. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
8. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
9. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...
10. PROPERTY LINES SHOWN ARE THE PROPERTY LINES...

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
I, the undersigned, being the owner of the property herein described, do hereby certify that the same is being offered for public use for the purposes hereinafter stated...

CITY OF CONCORD, NORTH CAROLINA
I, the undersigned, being the Mayor of the City of Concord, North Carolina, do hereby certify that the property herein described is being offered for public use for the purposes hereinafter stated...

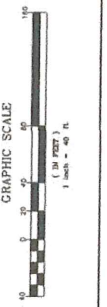
LINE TABLE

LINE NO.	START STATION	END STATION	LENGTH (FEET)	BEARING
1	0+00	0+50	50.00	N 00° 00' 00" E
2	0+50	1+00	50.00	N 45° 00' 00" E
3	1+00	1+50	50.00	N 00° 00' 00" E
4	1+50	2+00	50.00	S 45° 00' 00" E
5	2+00	2+50	50.00	S 00° 00' 00" E
6	2+50	3+00	50.00	S 45° 00' 00" E
7	3+00	3+50	50.00	S 00° 00' 00" E
8	3+50	4+00	50.00	S 45° 00' 00" E
9	4+00	4+50	50.00	S 00° 00' 00" E
10	4+50	5+00	50.00	S 45° 00' 00" E

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	CURVE RADIUS	CHORD ANGLE
0+00	N 00° 00' 00" E	50.00	50.00	90° 00' 00"
0+50	N 45° 00' 00" E	35.36	50.00	45° 00' 00"
1+00	N 00° 00' 00" E	50.00	50.00	90° 00' 00"
1+50	N 45° 00' 00" E	35.36	50.00	45° 00' 00"
2+00	N 00° 00' 00" E	50.00	50.00	90° 00' 00"
2+50	S 45° 00' 00" E	35.36	50.00	45° 00' 00"
3+00	S 00° 00' 00" E	50.00	50.00	90° 00' 00"
3+50	S 45° 00' 00" E	35.36	50.00	45° 00' 00"
4+00	S 00° 00' 00" E	50.00	50.00	90° 00' 00"
4+50	S 45° 00' 00" E	35.36	50.00	45° 00' 00"
5+00	S 00° 00' 00" E	50.00	50.00	90° 00' 00"

LEGEND
--- PROPERTY LINES
--- CURVE CENTER LINES
--- CHORD LINES
--- RIGHT-OF-WAY LINES
--- EASEMENT LINES
--- UTILITY LINES
--- FENCE LINES
--- CORNER MARKERS
--- ADJACENT LOTS
--- ADJACENT OWNERS
--- ADJACENT STREETS
--- ADJACENT EASEMENTS



SCALE: 1" = 40'
R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
1001 W. GOLF COURSE BLVD. SUITE 101
CONCORD, NC 28027
PHONE: 704.345.1234
FAX: 704.345.5678
WWW: RBPHARR.COM
CREATED: 1/14/2021 10:30 AM
JOB NO. 210128
JOB TITLE: CEENTA FAIRVIEW PROPERTIES, LLC
JOB DESCRIPTION: RECOMBINATION PLAT

REVIEW OFFICER:
R.B. PHARR
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 35087
STATE OF NORTH CAROLINA
R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
1001 W. GOLF COURSE BLVD. SUITE 101
CONCORD, NC 28027
PHONE: 704.345.1234
FAX: 704.345.5678
WWW: RBPHARR.COM

Stamp of the State of North Carolina, Surveying and Mapping Board, License No. 35087, State of North Carolina, R.B. Pharr & Associates, P.A., Surveying & Mapping.

Exhibit B & C

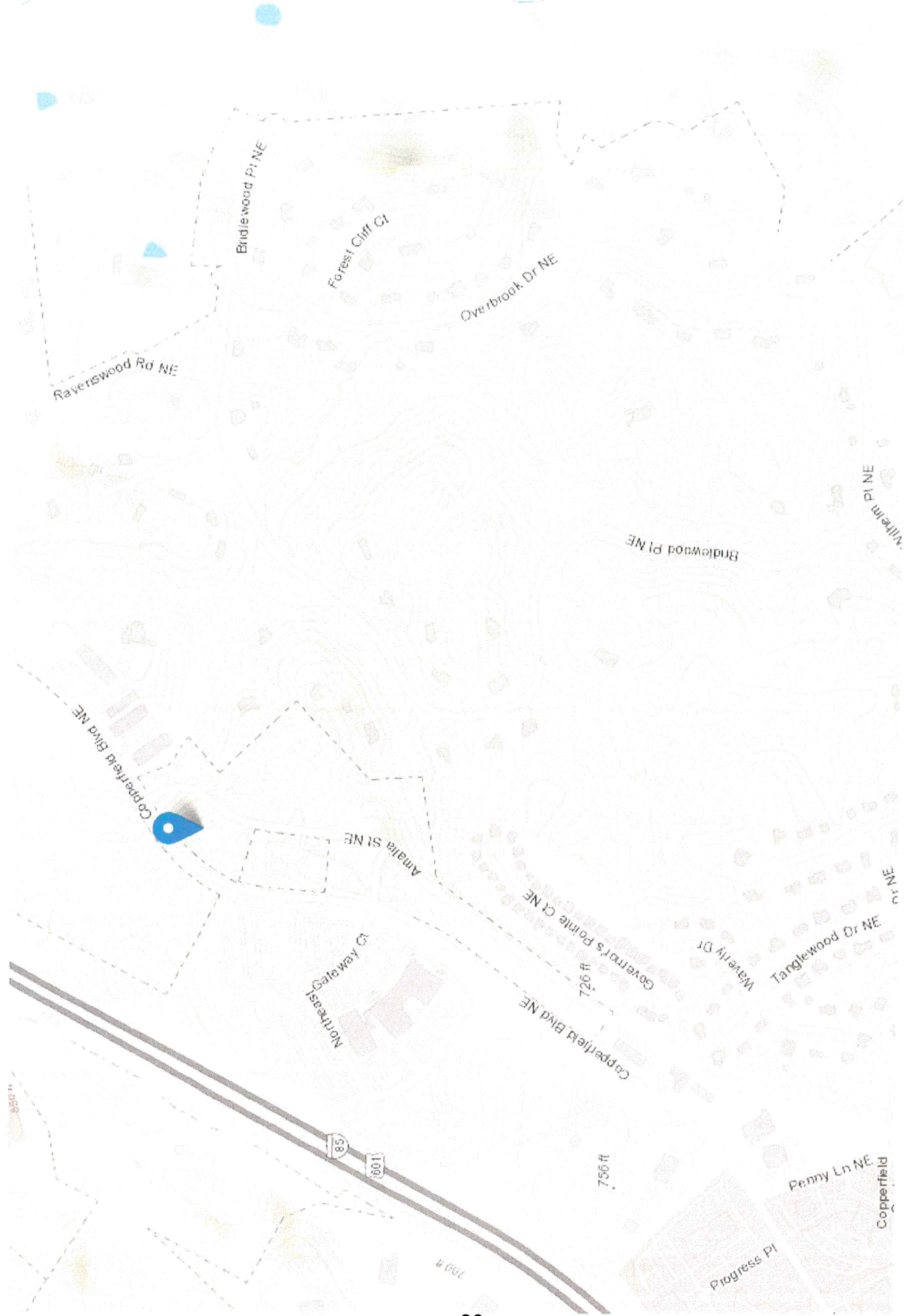


Exhibit B & C

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

Physical Address: 691 AMALIA ST NE CONCORD NC 28025.671 AMALIA ST NE CONCORD NC 28025.651 AMALIA ST NE CONCORD NC 28025
 CONCORD NC 28025 PIN14: 56226487090000

Account Name 1: COPPERFIELD INC

Account Name 2:

Mailing Address: PO BOX 526

Mailing City: CONCORD

Mailing State: NC

Mailing Zip Code: 28026

Property Real ID: 04-086H-0023.00

Plat Book: 00060

Plat Page: 00110

Land Units: 2.88

Units Type: AC

Land Value: AC

Building Value: 0

OBXF Value: 0

Assessed Value: 977700

Market Value: 977700

Sale Year: null

Sale Month: null

Sale Price: null

Deed Book: null

Deed Page: null

Fire District: ConcordRural

Zoning: C-2

Elementary School: Beverly Hills ES

Middle School: Concord MS

High School: Concord HS

Precinct Name: 12-03

Legal Description: LT 23 COPPERFIELD INC

Floodway: No

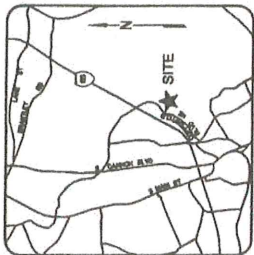
100 Yr Flood: No

500 Yr Flood: No

Watershed: undefined

FIRM Panel Number: 5622

Book 06 Page 110



LEGEND

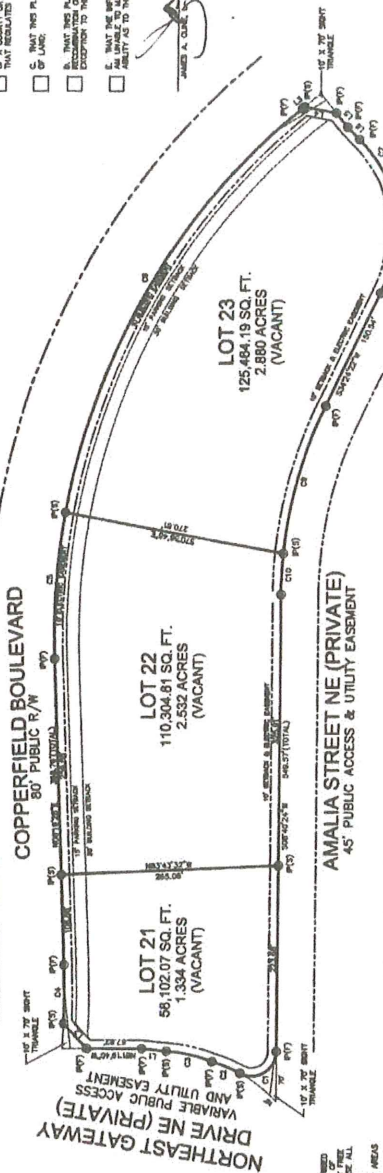
- CONCRETE MONUMENT FOUND
CONCRETE MONUMENT SET
IRON PIN FOUND
IRON PIN SET
... (various symbols and their corresponding field data)

SURVEY NOTES

- 1. NORTH ORIENTATION IS BASED ON PLAT BOOK 07 PAGE 48 OR FILE IN THE CHAIRING COUNTY PUBLIC RECORDS.
2. BOUNDARY BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED ON THE DATED OF THE SURVEY.
... (survey details and notes)

FLOOD HAZARD AREA CERTIFICATION

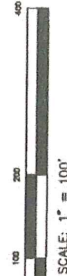
SUBJECT PROPERTY LIES IN FEMA FLOOD ZONE ... AS SHOWN ON THE MAP HAZARD INFORMATION ...



LINE TABLE with columns: LINE, BEARING, DISTANCE. Lists 14 lines with bearings and distances.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CH. BRG., CH. DIST. Lists 14 curves with their respective measurements.

ADDITIONAL CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CH. BRG., CH. DIST. Lists 4 curves.



STATE OF NORTH CAROLINA, COUNTY OF CABARRUS.
Debbie Maddox, Surveyor General
... (official seal and signature of the surveyor general)



- 1. JAMES A. CURRE, A PROFESSIONAL LAND SURVEYOR, WPLS L-3804
CERTIFY TO ONE OR MORE OF THE FOLLOWING:
X. THAT THIS PLAT IS OF A SURVEY THAT CREATED A SUBDIVISION OF LAND ...

JAMES A. CURRE
11/17/2011
DATE

FILED Nov 21, 2011 10:57 AM
CABARRUS COUNTY RECORDS
BOOK 00060 PAGE 0110
... (recording information)

MINOR SUBDIVISION PLAT FOR COPPERFIELD INC.
PHASE 2 - TRACT 2, MAP BOOK 57 PAGE 48
TOWNSHIP NO. 14 AND NO. 12, CITY OF CONCORD
CABARRUS COUNTY, NORTH CAROLINA

Owner and Recorder information for Copperfield Inc., including contact details and recording date.

OWNERS: Copperfield Inc. (Signature)
11/21/11
DATE



Notary Signature and Name
11/21/11
DATE

BOOK 618 PAGE 376

11921



Real Estate
Excise Tax
96.00

BOOK 618 PAGE 376

Dec 31 8 57 AM '86

DENTON... FAVER
REGISTRAR OF DEEDS
CARR... N.C.

Excise Tax \$96.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19
by

Mail after recording to Copperfield, Inc., c/o Mr. James H. Craver
640 Church Street, North, Concord, North Carolina 28025

This instrument was prepared by HOWARD S. IRVIN, P.A., Attorney At Law, Concord, North Carolina

Brief description for the Index H. S. Cooke Property

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 24th day of December, 1986, by and between

GRANTOR

GRANTEE

HERMAN H. COOKE and wife MILDRED COOKE;
MAX H. COOKE and wife HELEN H. COOKE;
NANCY COOKE HIOTT (Widow);
PHYLLIS COOKE MARRY and husband MARVIN MARRY;
GAIL COOKE SEBASTIAN and husband
PHILIP SEBASTIAN;
DORTHA W. COOKE (Widow); and
SIDNEY B. COOKE and wife CAROL P. COOKE;
and
DORTHA W. COOKE, Executrix of the Estate
of JACK J. COOKE (Deceased)

COPPERFIELD, INC.,
a North Carolina Corporation

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in... Number Four (4) Township, Cabarrus County, North Carolina and more particularly described as follows:

Lying and Being in Number Four (4) Township of Cabarrus County, North Carolina on the Southeast side of the right of way for Interstate Highway Number 85, adjoining the property of the J. D. Murph Heirs and others, and being a part of the HERMAN S. COOKE PROPERTY (see Map Book 5, Page 88), and being more fully described as follows:

BEGINNING at an existing iron pin at a stone, an old corner of Copperfield (Deed Book 584, Page 298) and John B. Triece (Deed Book 299, Page 5) and runs thence with the line of Copperfield North 86-54-33 West 445.25 feet to an iron stake in line, another corner of Copperfield (Deed Book 589, Page 328); thence continuing with the line of Copperfield North 86-56-39 West 868.31 feet to a right of way monument in the Southeastern margin of the right of way for Interstate Highway Number 85; thence with said right of way North 29-25-00 East 341.85 feet to a point in the margin of said right of way; thence two (2) new lines as follows: First, North 59-20-52 East 147.33 feet to a point; thence Second, North 30-39-08 West 84.82 feet to a point in the Southeastern margin of the right of way for said Interstate Highway Number 85; thence continuing with the margin of said highway North 29-25-00 East 844.97 feet to a point in the margin of said right of way; thence three (3) new lines as follows: First, North 74-06-55 East 142.17 feet to a point; thence Second, North 29-25-00 East 82.78 feet to a point; thence Third, North 15-53-05 West 140.68 feet to a point in the Southeastern margin of the right of

way for said Interstate Highway Number 85; thence continuing with the margin of the right of way for said Highway North 29-25-00 East 42.22 feet to an iron stake in the margin of said right of way, a corner of the J. D. Murph Heirs property (now or formerly); thence with the Murph line twelve (12) lines as follows: First, South 15-53-05 East 434.06 feet to a set iron; thence Second, South 15-23-08 East 21.66 feet to an iron stake; thence Third, South 26-03-08 East 49.03 feet to an iron stake; thence Fourth (and crossing the Duke Power Company Right of Way) South 35-24-39 East 405.31 feet to an iron stake; thence Fifth, South 55-45-50 East 11.69 feet to an iron stake; thence Sixth, South 64-26-01 East 72.06 feet to an iron stake; thence Seventh, South 12-37-55 East 57.32 feet to an iron stake; thence Eighth, South 34-47-07 East 87.45 feet to an iron stake; thence Ninth, South 21-40-19 East 258.42 feet to an iron stake; thence Tenth, South 62-58-48 East 29.43 feet to an iron stake; thence Eleventh, South 76-42-40 East 38.43 feet to an iron stake; thence Twelfth, South 52-16-17 East 80.17 feet to an iron stake, corner of Murph in the line of Triage; thence with the line of Triage South 46-02-44 West 354.00 feet to the point of BEGINNING, containing 25.83 acres, as surveyed and platted by Concord Engineering And Surveying, Inc., December 17, 1986. This conveyance is made and accepted SUBJECT TO 200.0 foot right of way for Duke Power Company, and also, all other utility rights of way of record.

For back reference, see Deed Book 155, Page 229, and the Will of Charles H. Cook in Will Book 7, Page 536. Also, see 82E55 (the Estate of Jack J. Cooke) in the Office of the Clerk of Superior Court for Cabarrus County. Also, see 74E349 (the Estate of Herman Smith Cooke) in the Office of the Clerk of Superior Court for Cabarrus County.

Dorthe W. Cooke, Executrix of the Estate of Jack J. Cooke, joins in this conveyance for the purpose of certifying that all debts of the estate of Jack J. Cooke have been paid in a timely manner, that the appropriate inheritance tax return has been filed and that the Estate will be closed in a timely manner. (see 82E55)

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 155, Page 229, Will Book 7, Page 536, Estate file 74E349 and Estate file 82E55

A map showing the above described property is recorded in Plat Book 5 page 88

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.

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

Subject to Rights of Way as shown above.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this day and year first above written.

Hail Cooke Sebastian (SEAL)
(Hail Cooke Sebastian)

Philip Sebastian (SEAL)
(Philip Sebastian)

Sidney B. Cooke (SEAL)
(Sidney B. Cooke)

Carol P. Cooke (SEAL)
(Carol P. Cooke)

Dortha W. Cooke (SEAL)
(Dortha W. Cooke, Executrix of the Estate of Jack J. Cooke)

Secretary (Corporate Seal)

USE BLACK INK ONLY

Herman H. Cooke (SEAL)
(Herman H. Cooke)

Mildred Cooke (SEAL)
(Mildred Cooke)

Max H. Cooke (SEAL)
(Max H. Cooke)

Helen H. Cooke (SEAL)
(Helen H. Cooke)

Nancy Cooke Hiott (SEAL)
(Nancy Cooke Hiott)

Phyllis Cooke Mabry (SEAL)
(Phyllis Cooke Mabry)

Marvin Mabry (SEAL)
(Marvin Mabry)

Dortha W. Cooke (SEAL)
(Dortha W. Cooke)



NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that Herman H. Cooke and wife Mildred Cooke Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of December, 1986

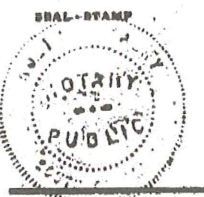
My commission expires: Nov 25, 1991 Dennis W. Graybeal Notary Public



NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that Max H. Cooke and wife Helen H. Cooke Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26th day of December, 1986

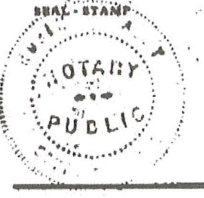
My commission expires: Nov 25, 1991 Dennis W. Graybeal Notary Public



South CAROLINA, York County.

I, a Notary Public of the County and State aforesaid, certify that Nancy Cooke Hiott (Widow); and Phyllis Cooke Mabry and husband Marvin Mabry Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of December, 1986

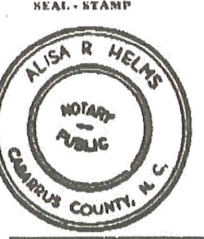
My commission expires: August 26, 1993 Robin B. Mabry Notary Public



South CAROLINA, York County.

I, a Notary Public of the County and State aforesaid, certify that Gail Cooke Sebastian and husband Philip Sebastian; and Dortha W. Cooke (Widow); and Dortha W. Cooke, Executrix of the Estate of Jack J. Cooke (Deceased) Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of December, 1986

My commission expires: Aug 26, 1993 Robin B. Mabry Notary Public



NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that Sidney B. Cooke and wife Carol P. Cooke Grantor, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 30th day of December, 1986
My commission expires: December 4, 1988 Alisa R. Helms (Notary) Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19

My commission expires: Notary Public

The foregoing Certificate(s) of Dennis W. Graybeal and Alisa R. Helms (Notary) each a Notary Public of Cabarrus Co., N.C. and Robin B. Mabry a Notary Public of South Carolina are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

BENTON F. WEAVER REGISTER OF DEEDS

REGISTER OF DEEDS FOR Cabarrus COUNTY by Joseph D. Lytle Deputy/Assistant Register of Deeds.

9851
0253

FILED
CABARRUS COUNTY NC
LINDA F. McABEE
REGISTER OF DEEDS

FILED Jan 25, 2012
AT 11:05 am
BOOK 09851
START PAGE 0253
END PAGE 0256
INSTRUMENT # 01843
EXCISE TAX \$800.00

WKL

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$800.00

Parcel Identifier No. 5622-64-6358 Verified by _____ County on the ____ day of _____, 2011

By: _____

Mail/Box to: Johnston, Allison & Hord, John Morrice, PO Box 36469, Charlotte, NC 28236

This instrument was prepared by: Johnston, Allison & Hord, P.A.

Brief description for the Index: Lot 22 of Copperfield and ROFR on Lot 23 of Copperfield

THIS DEED made this 24 day of January, 2012, by and between

GRANTOR

GRANTEE

COPPERFIELD, INC.,
a North Carolina corporation
P.O. Box 526
Concord, NC 28026

CEENTA FAIRVIEW PROPERTIES, LLC,
a North Carolina limited liability company
6035 Fairview Road
Charlotte, NC 28210

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Concord, Cabarrus County, North Carolina and more particularly described as follows:

See attached Exhibit A attached hereto and incorporated herein by reference.

4 pgs
26-

The property hereinabove described was acquired by Grantor by instrument recorded in Book 584 at page 298.

The property herein conveyed does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 60 page 110.

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.

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

1. Taxes for the year of 2012 which are a lien but not yet due and payable and which are being prorated on a calendar-year basis between Grantor and Grantor.
2. Sewer Right of Way to City of Concord recorded in Book 1918 at Page 47.
3. Easement to Concord Telephone Company recorded in Book 666 at Page 165.
4. Matters contained in Declaration of Protective Covenants recorded in the following: Book 1094, Page 147; as amended in Book 1414, Page 222; Book 2115, Page 58; Book 3286, Page 340; Book 5130, Page 272; Book 7227, Page 112 and Book ~~980~~ Page 327.
5. Matter shown on plats recorded in Map Book 57, Pages 48 and 98; Map Book 26, Pages 23 and 24 and Map Book 60 at 110.
6. Matters contained in Declaration of Covenants, Conditions and Restrictions for Copperfield II Business Park recorded in Book 980 at Page 299.

In addition to the above-described conveyance, Grantor hereby grants to Grantee an exclusive option to purchase certain adjacent property as more particularly set forth in Exhibit B attached hereto and incorporated herein by reference.

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

Copperfield, Inc.

(Entity Name)

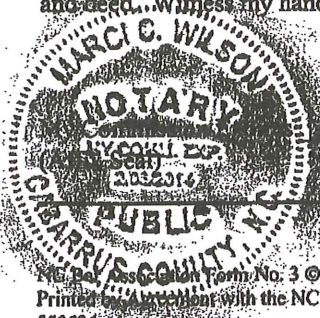
By:

James H. Craver

Print/Type Name & Title: James H. Craver, President

State of North Carolina - County of Cabarrus

I, the undersigned Notary Public of the County of Cabarrus and State aforesaid, certify that James H. Craver personally came before me this day and acknowledged that he is the President of Copperfield, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 24th day of January, 2012.



2/3/2014

Marci C. Wilson
Marci C. Wilson Notary Public
Notary's Printed or Typed Name

That certain tract or parcel of land situated, lying and being in the City of Concord, Township No. 4, Cabarrus County, North Carolina and being more particularly described as follows:

BEGINNING at an existing 1/2 inch iron rod on the easterly margin of the right-of-way of Copperfield Boulevard (80' public R/W), said point being a common corner of Lot 22 and Lot 23 as depicted on a plat entitled "Minor Subdivision Plat For Copperfield Inc." recorded in Map Book 60, Page 110 in the Cabarrus County Public Registry; thence running with and along the easterly margin of Copperfield Boulevard with a curve turning to the right having a radius of 810.00 feet and an arc length of 65.05 feet (chord bearing of **N 20°59'04" E** and a chord length of **65.04** feet) to a new 1/2 inch iron rod; thence turning and running with a new line through aforesaid Lot 23 **S 70°57'36" E** a distance of **267.01** feet to a new 1/2 inch iron rod on the westerly margin of a private drive known as Amalia Street NE (45' common space including public access and utility easement); thence with and along the westerly margin of Amalia Street NE with a curve turning to the left having a radius of 522.50 feet and an arc length of 65.06 feet (chord bearing of **S 17°39'46" W** and a chord length of **65.02** feet) to an existing 3/8 inch iron rod being a common corner of aforesaid Lot 22 and Lot 23; thence turning and running with and along the common line between Lot 22 and Lot 23 **N 70°57'36" W** a distance of **270.78** feet to the **POINT OF BEGINNING**, having an area of 17,462 square feet or 0.4009 acres of land, more or less, as shown on a plat prepared by R. B. Pharr & Associates, P.A., dated January 14, 2021, bearing Job No. 92428.

EXHIBIT B

To
North Carolina General Warranty Deed
Copperfield, Inc., Grantor
CEENTA Fairview Properties, LLC, Grantee

RIGHT OF FIRST REFUSAL

GRANTOR HEREBY GRANTS AND CONVEYS TO GRANTEE and Grantee's successors in title, a right of first refusal (the "Right of First Refusal") to purchase that certain property consisting of approximately 1.25 acres located within the southern portion of the property shown as Lot 23 on a map recorded in Map Book 60 at Page 110 of the Cabarrus County Public Registry being the portion of Lot 23 lying adjacent to the common boundary with Lot 22 shown on the same map (the "Right of First Refusal Property"), to be more particularly described according to a mutually acceptable subdivision plat to be prepared upon Grantee's exercise of the Right of First Refusal as provided below. The Right of First Refusal shall be effective and run with the land for a period of two (2) years after the date that this Deed is recorded. If at any time within said two-year period, Grantor receives a bona fide offer from a non-affiliated third party to purchase the Right of First Refusal Property (the "Offer") and Grantor desires to sell pursuant to such Offer, Grantor shall first offer the Right of First Refusal Property for sale to Grantee (or its assigns) upon the same terms and conditions as are contained in the Offer. Grantor shall give Grantee (or its assigns) written notice (the "Notice") of such proposed sale, which Notice shall include a copy of the Offer. Such Right of First Refusal must be exercised or waived by Grantee (or its assigns) in writing within fifteen (15) days after the receipt of the Notice whether it desires to purchase the Right of First Refusal Property upon the same terms and conditions as are contained in the Offer. If Grantee (or its assigns) fails to notify Grantor or notifies Grantor that it does not wish to purchase the Right of First Refusal Property within said fifteen (15) days, then Grantor shall have the right to proceed with the sale of the Right of First Refusal Property to the party who made the original bona fide Offer described in the Notice, provided, that such sale is completed in conformance with the terms of said bona fide Offer within one hundred eighty (180) days after the expiration of the thirty (30) days. In no event, within the two (2)-year term set forth above, shall Grantor sell the Right of First Refusal Property after such one hundred eighty (180) day period, or on terms other than those set forth in the said bona-fide Offer, without again complying with the provisions of this Paragraph.

If Grantee (or its assigns) exercises its right to purchase the Right of First Refusal Property described herein then a closing of the purchase and sale of the Right of First Refusal Property shall occur within sixty (60) days after Grantee's notification to Grantor of such intent. The Right of First Refusal Property shall be conveyed to Grantee (or its assigns) by general warranty deed, subject to ad valorem taxes for the year of closing and easements, conditions, restrictions and other matters of record. At closing, in addition to the general warranty deed, Grantor shall deliver to Grantee (or its assigns) an owner's affidavit for title insurance purposes and any other reasonable documentation requested by Grantee's closing attorney or title insurance company.

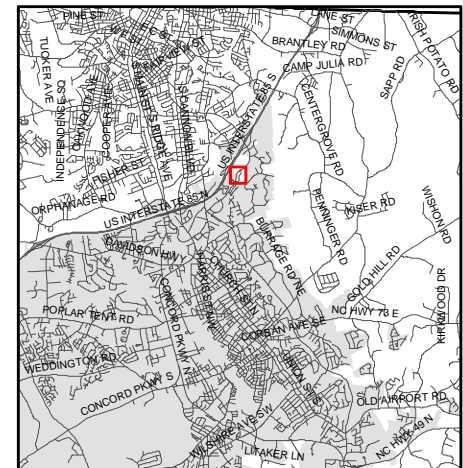
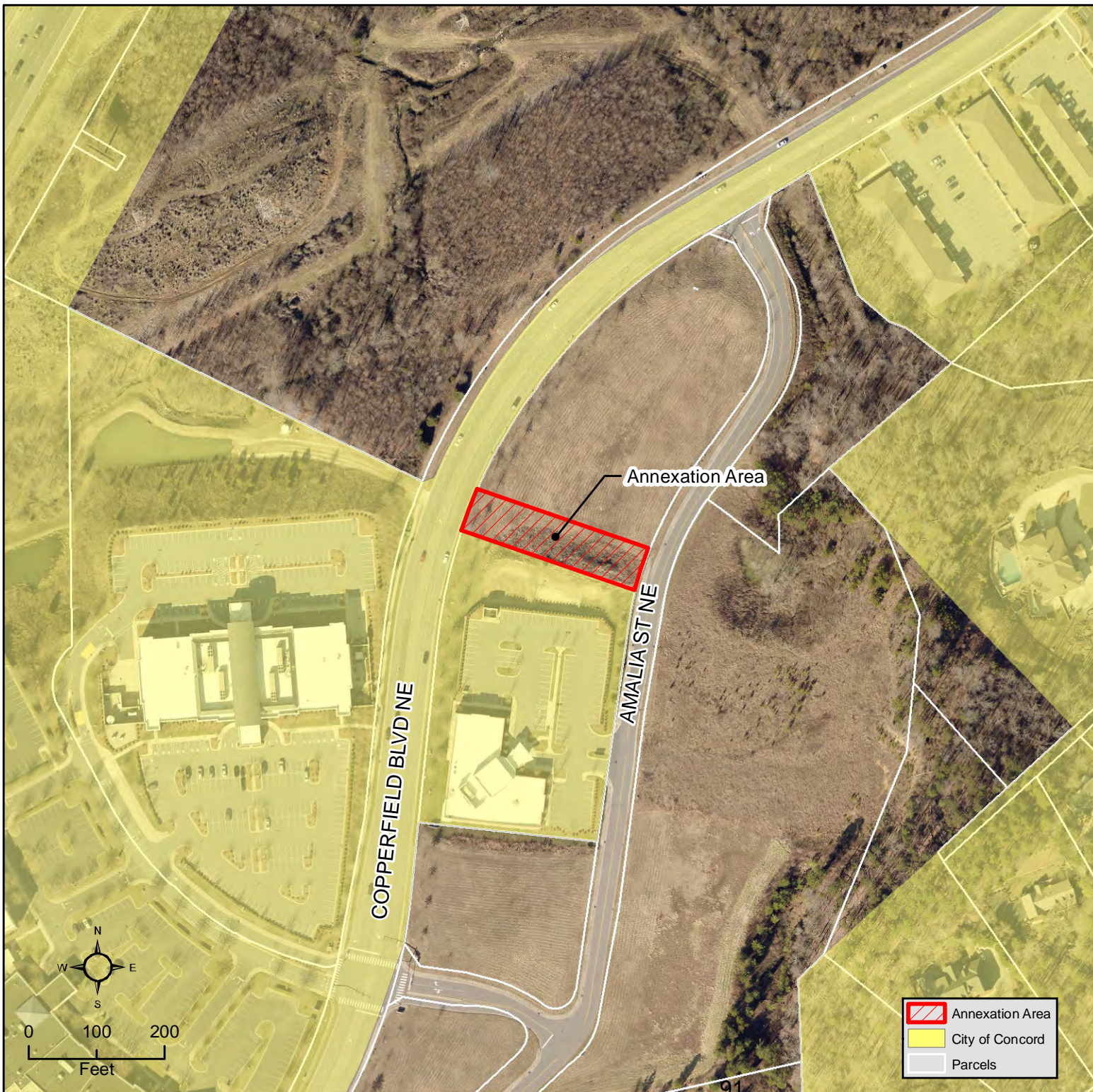
This Right of First Refusal is appurtenant to said Lot 22 and Lot 23 and shall be binding on Grantor and its successors and/or assigns for the benefit of Grantee and its successors in title of Lot 22 and shall run with Lot 22 and Lot 23 for the term set forth above.

ANX-03-2021

**Annexation Application
CEENTA
Parking Lot Expansion**

Copperfield Blvd NE

Part of: 5622-64-8709



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.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE +/- .4009 ACRES GENERALLY LOCATED EAST OF COPPERFIELD BLVD. NE. AND WEST OF AMALIA ST. NE., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by, James H. Craver, on June 10th, 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 35 Cabarrus Avenue, West on June 10th, 2021 after due notice by The Independent Tribune on May 30th, 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 10th day of June 2021:

PARCEL#: p/o 5622-64-8709

That certain tract or parcel of land situated, lying and being in the City of Concord, Township No. 4, Cabarrus County, North Carolina and being more particularly described as follows:

BEGINNING at an existing 1/2 inch iron rod on the easterly margin of the right-of-way of Copperfield Boulevard (80' public R/W), said point being a common corner of Lot 22 and Lot 23 as depicted on a plat entitled "Minor Subdivision Plat For Copperfield Inc." recorded in Map Book 60, Page 110 in the Cabarrus County Public Registry; thence running with and along the easterly margin of Copperfield Boulevard with a curve turning to the right having a radius of 810.00 feet and an arc length of 65.05 feet (chord bearing of N 20°59'04" E and a chord length of 65.04 feet) to a new 1/2 inch iron rod; thence turning and running with a new line through aforesaid Lot 23 S 70°57'36" E a distance of 267.01 feet to a new 1/2 inch iron rod on the westerly margin of a private drive known as Amalia Street NE (45' common space including public access and utility easement); thence with and along the westerly margin of Amalia Street NE with a curve turning to the left having a radius of 522.50 feet and an arc length of 65.06 feet (chord bearing of S 17°39'46" W and a chord length of 65.02 feet) to an existing 3/8 inch iron rod being a common corner of aforesaid Lot 22 and Lot 23; thence turning and running with and along the common line between Lot 22 and Lot 23 N 70°57'36" W a distance of 270.78 feet to the POINT OF BEGINNING, having an area of 17,462 square feet or 0.4009 acres of land, more or less, as shown on a plat prepared by R. B. Pharr & Associates, P.A., dated January 14, 2021, bearing Job No. 92428.

SECTION 2. Upon and after the 10th day of June, 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 10th day of June 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



DATE: May 18, 2021

CASE: TA-04-21 Text Amendment to Address Requirements of Chapter 160D of the North Carolina General Statutes

PREPARED BY: Kevin Ashley, AICP –Deputy Planning Director

BACKGROUND

As the Commission is aware, the staff has been in the process of revising the Concord Development Ordinance (CDO) to respond to the recommendations contained in the 2030 Land Use Plan. Separate from those changes, the City is required to update the CDO to reflect changes in the General Statutes as specified in Chapter 160D. In addition to those changes, the City is required to adopt certain procedures and take certain actions. This memorandum will serve to enumerate those changes. The vast majority of these changes only refer to newly numbered sections of the statutes and have no impact. There are several new items which will be the main focus of this summary. Additionally, Planning and Legal have worked on several procedural items, which we feel will correct some inefficiencies. The summary will note those items that are separate from the 160D changes.

We have also identified and researched each internal cross-reference within the CDO and corrected the ones that were not valid.

160D was a result of the consolidation of the County (Chapter 153A) and the City/Town (Chapter 160A) portions of the General Statutes in order to create a uniform and consistent set of statutes with common development regulations. The bill was approved in 2019 after several years of work with the NC Bar Association and the development community. The General Assembly originally set an adoption deadline of January 21, 2021 but due to the pandemic, the deadline was extended to July 1, 2021. The staff has relied upon guidance provided by the University of North Carolina School of Government (SOG) relative to recommended language and statutory references.

The entire CDO with strikethrough and addition is available in the event that you wish to view it. For purposes of efficiency, we are including an abbreviated version of the additions and major changes with this report. The Summary details the changes by chapter, but does not cite each amended reference to the new 160D chapter, or each internal cross section. Additionally, this rewrite includes what is principally a reformatting of Article 5 (Subdivision Plats, Site Plans and Construction Plans). This reformatting corrects outdated procedures, eliminates redundancies, makes the entire Article more efficient, and the does not impose new requirements.

In order to clarify, the staff has been working on other changes that are not ready for hearing at this point. These changes include 1) revised townhome regulations, 2) park and greenway dedication/reservation requirements and 3) revision of the Planned Residential Development (PRD) requirements to match the format of the recently adopted

Planned Unit Development (PUD) district. For expediency, we are proposing the Commission consider only the 160D related changes to the impacted Articles (7, 9 and 10) and we will bring those back in the upcoming months after they are posted for public comment and discussion.

ARTIICLE 1 – GENERAL PROVISIONS

1.1.5 – Authority: We are required to clarify our responsibilities regarding planning and zoning regulation and enforcements, so this paragraph has been amended to include language recommended by the School of Government.

1.1.9 – Fees: We have added required language that fees must be reasonable and used for their intended purpose.

1.2. – Consistency with Comprehensive Plan: Required language has been added to confirm that subsets of the LUP (area plans, downtown plans, corridor plans, etc.) shall also be considered when adopting zoning amendments. We have listed the “Open Space and Connectivity Analysis (or OSCA) as one of the adopted plans.

1.2.4 Amendments to Land Use Plan: One feature of recent legislation is that approval of a zoning amendment in contradiction to the LUP would result in amendment of the LUP map. That language has been included in the ordinance revision.

1.5.4 Civil Remedies and Enforcement Powers, 1.5.5 Penalties for Violation and 1.5.8 Enforcement Procedures: We have added a clarification per 160D requirements that revocation requires the same process as granting approval. For example, revoking a special use permit would be the authority of the Planning Commission since they approved it, or the Board of Adjustment if they approved it on appeal. This requirement was already in the CDO, but we have added clarifying language. Additionally, language has been added to clarify other remedies, such as criminal prosecution. Notices of violation now have to be delivered to both tenant and owner if they are different, and may be posted onsite. Previously, the City was required to only notice the owner. All three of these sections have general language recommended by SOG.

1.6 General Procedural Requirements: This section adds a requirement that notice shall be given to “other parties that have expressed in interest in the project” in addition to adjacent property owners. New language also details the posted notice requirement (between 10 and 25 days prior to the hearing) that will coincide with the mail notice requirement, and that continued meetings are not required to be re-noticed if 1) continued to a date certain, or 2) as a result of a lack of quorum when the hearing would be continued to the next meeting

ARTICLE 2 – ADMINSTRATIVE AGENCIES

2.1 Development Services Department and Administrator: Much of this section involves the amendment of the former name of the department (Development Services) to the current name (Planning and Neighborhood Development).

2.2 Board of Adjustment: This section includes a new requirement that Board of Adjustment rules and procedures be posted to the City’s website. There is also a new requirement that the City solicit applications for members.

2.3 Planning and Zoning Commission: This section also contains a requirement that the rules and procedures be posted to the City’s website, and that membership shall be solicited.

2.4 City Council: This section clarifies that Council can approve performance guarantees and removes the section giving Council authority to approve major subdivisions and site plans (because those are now administrative.)

2.5 Historic Preservation Commission: The new statute requires that the term “guideline” be replaced with “standards” as it relates to Historic Preservation. The new language also clarifies that proportional extraterritorial representation be on the Commission in the event that any landmarks are present in the extraterritorial jurisdiction (ETJ). As in the case with ZBOA and P&Z, it is required that rules of procedure be posted on the City’s website.

2.6 City Staff – Development Review Committee: This section also states that DRC rules of procedure also be posted to the website. Additionally, a section that gives DRC administrative approval of minor plats has been deleted, since all plats are now administrative anyway.

ARTICLE 3 – ZONING AMENDMENTS AND HEARING PROCEDURES

3.2 Changes to the Official Zoning Map: A clarification has been added that a conditional district zoning amendment may be initiated by a person with a property interest or by a person with a contract to purchase the property (in addition to the owner). Section 3.2.6 includes a clarification that comprehensive plans that are cited in zoning decisions include subsets (such as area plans, greenway plans, etc.), and that the statements of reasonableness and consistency may be a combined statement if desired. A new requirement is included to allow the minutes to substitute for a written statement of consistency provided that the commission is fully aware of, and considered the comprehensive plan in making their decision.

Section 3.2.9. E (conditional districts) is amended to state that 1) dedications and performance guarantees can be suggested and agreed upon by all parties and 2) that all conditions and development approvals should be in writing and protected from further edits. (this development approval language has been inserted numerous times within the CDO as a result of the 160D changes.) Based upon guidance from the SOG, we have also amended Section 3.2.9 (Rezoning to a Conditional Zoning District) relative to requests for administrative amendment. The CDO allows staff to approve minor deviations which may include up to five (5) or a total of 10 percent additional dwelling units. Based upon current case law, it is recommended that no additional units be permissible on an administrative basis, so that provision has been deleted.

ARTICLE 4 – ENVIRONMENTAL/LAND-DISTURBING ACTIVITIES

This article has only two minimal changes. One changes the term “special exception” to “special use permit” (the current terminology) and clarifies that the

Administrator may invoke stop-work orders on illegal or dangerous development within the flood hazard areas.

ARTICLE 5 – SUBDIVISION PLATS, SITE PLANS, CONSTRUCTION PLANS

As previously mentioned, this section includes a reformatting and “clean-up” to simplify the Article, along with the 160D changes and the internal cross-references. Throughout this Article, staff has made corrections that the approval of plats are administrative and are not subject to approval by either Planning Commission or City Council.

Section 5.1.1 Subdivision Development and Table 5.1 Types of Subdivisions and Their Approving Body: This table has been amended to reflect that subdivision plats are administrative and not subject to either Council or P&Z approval, and to indicate that offers of dedication are approved by Council, along with infrastructure acceptance.

Section 5.2.5 Approval Process: This section has been amended to reflect the current, modernized application process which requires digital submission of the proposed plat into the City’s Plan Review portal. The requirement for submission of a mylar of the preliminary plat, after approval, has been deleted. In accordance with 160D, the procedure for appeal of a denied plat has been added, which is a superior court appeal within thirty (30) days of denial.

Section 5.2.6 Allowable Activities with a Valid, Approved Preliminary Subdivision Plat and Section 5.2.7 Revisions of Preliminary Plat After Approval: These two sections have been amended to remove redundant language that is contained elsewhere in the CDO, and to remove references that refer to approvals by the Planning Commission and City Council.

Section 5.3 Final Plats: This section has been revised to include references to the digital submission requirements, as well as to the potential future electronic recording of final plats. The section also includes minor “housekeeping” revisions to the required certificates as well as including the appeal process as specified in 160D.

Section 5.4 Site Plan-Controlled Development: Staff comprehensively revised this section as it was somewhat confusing to applicants. It has been revised to clarify requirements from the standard site plan section and those from conditional district zonings and special use permits (as site plans prepared in accordance with Article 5 are required for those approvals.) The section includes references to the recently adopted Traffic Impact Analysis (TIA) standards as a requirement for submission. The section also includes a new provision that states that in the event that the site plan submitted and approved with a conditional district zoning is not sufficiently detailed, the Planning and Zoning Commission or Council may specify that the property be subject to a re-hearing at the consent of the applicant.

ARTICLE 6 – PERMITS AND APPROVAL PROCESSES

6.1 Administrative Permits: Changes have been made to this section to require that the City make decisions on all permits in writing, and in a format that is protected from further edits.

6.2 Special Use Permits: This section includes a clarifier that conditions must be agreed to in writing by the petitioner and that the Commission may not impose a condition that is not authorized by the statutes. An increase to density or a change of use are cited as examples of “major changes.”

6.3 Permits Issued by the Zoning Board of Adjustment: In the hearing procedure requirements, a clarifier has been added to state that all parties with standing shall have the right to fully participate in a quasi-judicial hearing. These rights include the ability to cross-examine witnesses, to object to witnesses and to make legal arguments. The section also reiterates that non-parties may present competent, material and substantial evidence that is not repetitive, and that opinion testimony from a lay person relative to technical matters (such as traffic or property values) shall not be considered to be competent. Note that these requirements are also applicable for Special Use Permits and other quasi-judicial decisions. These requirements have been in the statutes for several years, (and the City has followed this guidance) but the SOG recommends they be codified by the local governments.

ARTICLE 7 – BASE ZONING DISTRICTS

7.3 Zoning Map: A statement has been added per SOG recommendation that current and prior versions of zoning maps be maintained in digital and/or paper format, and they must be available for public inspection.

7.10.6 Approvals: This section has been deleted – it references the obsolete Planning and Zoning Commission approval of all structures greater than 100,000 square feet. These approvals are now administrative.

ARTICLE 8 – USE REGULATIONS

Changes to this article exclusively involve revisions to cross-references, most notably in the telecommunications and wireless facility sections.

ARTICLE 9 – SPECIAL PURPOSE AND OVERLAY DISTRICTS

9.2 Planned Residential Development (PRD)

As previously discussed, this section is intended to be rewritten in the very near future to encompass much of the same language from the PUD district. For the time being, the aesthetic requirements for single-family dwellings in sections 9.2.4 and 9.2.5 have been removed as those restrictions are no longer permissible outside of a Historic District.

9.3 Mixed Use Districts

As with the PRD district, aesthetic restrictions relative to single family development have been deleted.

9.8 Historic Preservation Overlay (HPOD) Districts

Language in this section referencing “special exception” has been amended to “special use permit.”

ARTICLE 10 – DEVELOPMENT AND DESIGN STANDARDS

Note that again, this Section 10.5 of this Article is undergoing a revision to address greenway and park reservation/dedication which will be forthcoming.

10.1.10 Redevelopment

It has been discovered, at some point, that this section was erroneously omitted from the adopted version of the CDO. It has been replaced with the omitted version, and two sentences have been added at the request of the Engineering Department to qualify that all public water extensions be extended to serve all connection points at the boundary of the subdivision, and shall be adequately sized to meet all design regulations and standards. This addition merely reiterates the City's historic policy and does not institute any new requirement.

ARTICLE 11 – LANDSCAPING AND BUFFERING STANDARDS

This article contains only changes to internal cross references.

ARTICLE 12 – SIGN STANDARDS

This article contains no changes relative to internal cross-references or to 160-D.

ARTICLE 13 – NONCONFORMING USES AND STRUCTURES AND VESTED RIGHTS

13.1.7 Replacement of Nonconforming Manufactured Homes on Individual Lots and 13.1.8 Nonconforming Manufactured Home Parks

GS 160D now prohibits jurisdictions from regulating manufactured homes by their age. The CDO prohibits homes older than those built in 1976, as the Housing and Urban Development (HUD) codes prior to that date were not as stringent as current codes. As a result, the references to pre-1976 homes have been deleted.

13.2 Vested Rights

This section includes changes to the time limits that may be approved if an applicant requests vested rights (to prohibit the local government from "downzoning.") The standard period for vested rights will be increased from two (2) to up five (5) years. The City may approve vesting for larger phased development plans (PDPs) up to seven (7) years.

13.3 Expiration of Development Approvals

This section has numerous changes. Special use permits (which did not previously have an expiration date) are now limited to two (2) years (unless the applicant has requested a greater time period as a vested right). The section has been amended to clarify that new special use permits will be subject to the new ordinance. This section also erroneously stated that variances had an expiration date of six (6) months to commence construction; however, the statutes require that the variance "ruins with the land" in perpetuity. The provisions on the expiration of preliminary site plans has been removed and replaced with preliminary subdivision plat standards.

ARTICLE 14 – DEFINITIONS

Guidance from the SOG recommends that several definitions be added, or modified. New definitions include "administrative decision," and "bubble plan", "event center" and "co-worker space" (the last three are staff crafted definitions.) Modified definitions include "developer", "development", "dwelling", "manufactured home", "site plan" and "special use". Deleted definitions relative to obsolete portions of the CDO include "conditional use", "equivalent dwelling unit", "equivalent residential unit", "mobile home", and "open flag".

ADDITIONAL ITEMS REQUIRED BY GS 160D BUT NOT PLACED IN CDO

The new statutes require the City to take several actions (and to be aware of several items) which do not require amendments to the CDO. There are also actions recommended by the SOG to ensure the City is compliant. These items include:

1. Use the terms “legislative” and “evidentiary” in public notices, agendas, etc. to identify the respective types of hearings.
2. Adopt broadened conflict-of-interest standards for all decision-making boards, and for staff members.
3. Obtaining written consent from the developer for additional conditions agreed upon at the hearing (conditional district zoning and special use permits).
4. Being aware of the permit choice provision: If an applicant files a petition for zoning action, and the CDO is changed after the application, the applicant may select whether to be compliant with the previous ordinance or the new ordinance.

CONCLUSION

As evidenced by this summary, the 160D changes, while numerous, do not drastically alter most of the provisions of the CDO as it relates to Commission action. Most of the items relate to procedure.

Staff will provide an in-depth presentation to the Commission relative to the proposed changes. The amendment is in approval form for recommendation to Council for a June public hearing.

1.1 GENERAL PROVISIONS

1.1.5 AUTHORITY.

The City is authorized by the North Carolina General Statutes (“NCGS”) to exercise broad powers in the regulation of zoning, planning, subdivision of land, and building including but not limited to, enacting ordinances, procedures and fee schedules related to the administration and enforcement of development regulations. The City through the CDO intends to use all powers provided by virtue of Article 19 of Chapter 160A (NCGS § 160A-360 to 160A-459160D-101-111 and 201-204 of the NCGS. [VK2]The CDO also uses specific powers granted in other Sections of the NCGS relating to particular types of development or particular development issues, including but not limited to right-of-way preservation, sedimentation control, watershed protection, historic preservation, and beautification and urban design.

1.1.9 FEES.

The *City Council* may establish any administrative fees necessary to support, administer, and implement development regulation in accordance with this Ordinance. These fees shall be reasonable and all fees collected will be used for the previously mentioned purposes. enforce the zoning ordinance. Such fees shall be limited to the reasonable costs of administering and processing applications for development approval. No permit shall be processed, and no permit shall be considered to be submitted, until all applicable administrative fees have been paid.

1.2 CONSISTENCY WITH COMPREHENSIVE PLAN

1.2.1 GENERALLY

Pursuant to NCGS § ~~160A-383~~ 160D-604(d) et seq., this Ordinance is intended to implement the goals, objectives, and policies of the Comprehensive Plan (also known as “Land Use Plan”, which may be used interchangeably within this Ordinance) along with related area and corridor plans. Any amendments to, or actions pursuant to the Ordinance shall be consistent with the applicable Land Use Plan. The Land Use Plan may be amended, and the CDO will reflect those amendments. Plans adopted under the Comprehensive Plan shall be considered by the planning board and governing board when considering proposed amendments to zoning regulations and commenting on plan consistency as required by NCGS § 160D-604 et seq.

1.2.2 COMPREHENSIVE PLAN DEFINED.

The following elements or volumes are components of the Comprehensive Plan:

- A. **Land Use Plan.** This plan presents the City’s declaration of its official policy with regard to the form and pattern of future development. It directs growth by serving as a reference guide when considering rezoning, annexation, subdivisions, and site plans. The plan also is used to direct provision of public infrastructure and aid decisions for private sector investment. Included within the Land Use Plan are several smaller “Area Plans” which serve as amendments or extensions to the official Land Use Plan. Such Area Plans include, but are not limited to: the Center City Plan and the Downtown Master Plan, Warren C. Coleman and Concord Parkway Plan, Concord Parkway Roberta Church Road Plan.
- B. **Parks, Greenways, and Bikeways Master Plan (Livable Communities Blueprint for Cabarrus County).** This plan addresses the enhancement and future implementation of a system of parks, greenways, and bikeways to meet future recreation and transportation needs of local residents.
- C. **Long Range Transportation Plan.** This plan sets forth the City’s overall objectives and strategies regarding both long-term and short-term planning of roadways, bicycle facilities, pedestrian facilities, and transit.
- D. **Open Space and Connectivity Analysis.** This plan identifies feasible, constructible bicycle and pedestrian routes along stream corridors, through open spaces, and along roads to create a more connected City.

1.2.4 AMENDMENTS TO LAND USE PLAN.

A. Initiation

1. **Initiation by a Director of a City Department.** The Director of any City department may —initiate an amendment to the Land Use Plan at any time.
2. **Initiation by Decision-Making or Review Body.** Any decision-making body may, at any time on their own motion, request that a Director of a City department investigate and evaluate a specific amendment proposal. The Administrator shall submit, within a reasonable time, a report and recommendation to the City Manager for consideration by the City Council regarding whether or not City Council and the Planning & Zoning Commission should review the proposed amendment at this time. Upon receiving the report and recommendation of the Administrator, the City Council shall determine whether or not the proposed amendment should proceed.
3. **Initiation by Applicant for Zoning Map Amendment.** ~~A petition for zoning map amendment in contradiction to the Land Use Plan shall require a Land Use Plan amendment before the zoning map amendment may be approved.~~ A petition for zoning map amendment in contradiction to the Land Use Plan shall be treated as a petition for amendment to the Land Use Plan as well as an amendment to the Zoning Map, and may be processed as concurrent applications. Final approval for any zoning map amendment in contradiction to the Land Use Plan (and the resultant amendment to the Plan) shall be by City Council. The Planning and Zoning Commission has final approval authority for such concurrent applications provided they meet the provisions of Section 3.2.4.
4. **Schedule.** The City Council may consider updates to the Land Use Plan at any regularly scheduled meeting.

B. Procedure.

1. **Pre-Application Conference, Applications.** The applicant shall meet with the Administrator to discuss the nature of the proposed application, application submittal requirements, the procedure for action, and the standards for filing an application. The application process and filing dates shall follow the same procedure as outlined ~~in Section 3.1.1. of this~~ for zoning amendments in Article 3 of this Ordinance.
2. **Recommendation by the Planning & Zoning Commission.** The Commission shall provide a recommendation to the City Council on each proposed amendment to the Land Use Plan. When a joint Zoning Map Amendment - Land Use Plan Amendment is requested, the ~~Planning Commission shall make a recommendation to the City Commission that addresses consistency with the Land Use Plan(s) and any other matters deemed appropriate by the Planning & Zoning Commission.~~ process shall be in accordance with Section 1.2.4.A.3.

3. **Public Hearings and Public Notice.** For those applications for amendment to the Land Use Plan that are not concurrent with a zoning amendment, ~~t~~The City Council shall hold a hearing in no more than 60 days from the date the Planning & Zoning Commission adopts its recommendation(s) on the Comprehensive Land Use Plan amendment, ~~and request for Zoning Map amendment (if any).~~ Comments by the Planning & Zoning Commission that a proposed amendment is inconsistent with the Land Use Plan shall not preclude the City Council from considering or approving any proposed amendment. ~~A public hearing shall be held on each~~^[KA10] ~~proposed Land Use Plan amendment before the City Council. If a zoning map amendment is requested with the Land Use Plan Amendment, the City Council shall hold one public hearing for both requests without requiring a separate application or fee for the plan amendment~~^[KA11]. Notice of the hearings shall be provided and the hearings shall be conducted in accordance with general provisions of Sections ~~3.1.6 and 3.1.7~~ 1.6.

4. **Approval by Simple Majority.** A plan amendment approval ~~or simultaneous zoning map amendment request~~ may be approved by a simple majority of the City Council. ~~The City Council shall take separate votes on a Comprehensive Land Use Plan amendment application and accompanying zoning map amendment (if any).~~

1.5.4. CIVIL REMEDIES AND ENFORCEMENT POWERS.

Failure to comply with any provision of this Ordinance is hereby declared unlawful. The following remedies and enforcement powers may be used by administer to enforce this Ordinance:

- A. **Withhold Permit.** The administrator may withhold all permits or approvals if there is:
 - 1. A repeat violation of this Ordinance as set forth in Section 1.5.5.B2; or
 - 2. There is a condition or qualification of approval granted by the Planning and Zoning Commission, the Board of Adjustment, the Historic Preservation Commission or the City Council that has not been met.
 - 3. The Administrator may deny or withhold all permits, certificates, or other forms of authorization on any land or structure or improvements owned or being developed by a person who owns, developed or otherwise caused an uncorrected repeat violation of this Ordinance. This provision shall apply whether or not the property for which the permit or other approval is sought is the property in violation.
- B. **Revoke Permits.** Any Development Permit or other form of authorization required under this Ordinance may be revoked for any reason set forth in § 1.5.2 and in NCGS § ~~460A-422~~ [160D-403\(f\) et seq.](#) Permit revocation or any other form of revoking development approval shall be the responsibility of the issuing party or commission/board and shall follow the same process as was used for approval. The revocation hearing (if required) shall be conducted in accordance with Sections 6.2 and 6.3 of this Ordinance.
- C. **Stop Work.** With or without revoking permits, the Administrator or Code Enforcement Officers may stop work on any land or structure on any land on which there is an uncorrected violation of a provision of this Ordinance or of a permit or other form of authorization issued hereunder, in accordance with the power to stop work pursuant to NCGS § ~~460A-424~~ [160D-404\(b\) et seq.](#) The stop order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons therefore, and the conditions under which the work may be resumed.
- D. **Revoke Plan or Other Approval.** Where a violation of this Ordinance involves a failure to comply with approved plans or conditions to which the approval of such plans was made subject, the Administrator may, upon notice to the applicant and other known parties in interest (including any holders of building permits affected), revoke the plan approval pursuant to G.S. [160D-403\(f\)A-422](#). If the plan was issued or approved at a public hearing, the Administrator shall schedule the hearing for revocation for the next available public hearing of the appropriate commission/board. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.

- E. **Injunction and Abatement.** This CDO may be enforced by any means or any remedy provided for in NCGS § ~~160A-175 and 160A-389~~ 160D-404(c). An action for injunction of any illegal subdivision, transfer, conveyance, or sale of land may be prosecuted by the Administrator or ~~his~~ designee pursuant to NCGS § ~~160A-375, 160D-807.~~
- F. **Other Remedies.** The Administrator, City Council, Planning and Zoning Commission and the Board of Adjustment shall have such other remedies as are, and as may be from time to time, provided by North Carolina law for the violation of zoning, subdivision, sign or related Ordinance provisions included but not limited to civil penalties, fines, court ordered actions, and criminal prosecution.

1.5.5. PENALTIES FOR VIOLATION.

- A. **First Offense.** Any violation occurring once within a 36-month period shall be considered a first offense. A notice of violation shall be issued by the Code Enforcement Unit of the Police Dept. and shall provide for a seven (7) day warning period. Upon the expiration of the seven (7) day warning period, the violator shall be subject to a civil penalty of \$100.00 for each day for each violation that the violation remains on the property. Each day that a violation remains uncorrected after receiving proper notice shall constitute a separate violation of this Ordinance. Should a violation continue to exist by the twenty-first (21st) day of the original notification, the City shall seek to recover the penalty together with all costs by filing a civil action in the General Court of Justice in the nature of a suit to collect a debt. The collection of a penalty pursuant hereto shall not foreclose further proceedings for penalties coming due subsequent to the date of the filing of a prior proceeding. The provisions of this section may also be enforced through any other appropriate remedies as prescribed in Section 1.5.4.
- B. **Repeat Offense.** Any violation of reoccurring on the same property by the same violator more than once within a 36-month period shall be considered a repeat offense provided the reoccurrence is a violation of the same Article of this Ordinance. A notice of violation shall be issued by the Code Enforcement Officers and shall have an immediate civil penalty of \$300.00. Each day that a violation remains uncorrected after receiving proper notice shall constitute a separate violation of this Ordinance, therefore each day the repeat violation remains, the violator shall be subject to a civil penalty of \$300.00. Should a violation continue to exist by the seventh (7th) day of the original notification, the City shall seek to recover the penalty together with all costs by filing a civil action in the General Court of Justice in the nature of a suit to collect a debt. The collection of a penalty pursuant hereto shall not foreclose further proceedings for penalties coming due subsequent to the date of the filing of a prior proceeding. The provisions of this section may also be enforced through any other appropriate remedies as prescribed in Section 1.5.4.

C.a. Notices of Violation. Notices of Violation (NOVs) shall be issued in conformance with statutory procedures and will be delivered to the permittee and landowner if different; may be delivered to the property occupant or person undertaking the activity; shall be delivered by hand, email, or first-class mail; and may be posted onsite. The Administrator shall certify the NOV and place in the case file.

1.5.8 ENFORCEMENT PROCEDURES.

- A. **Non-Emergency Matters.** In the case of violations of this Ordinance that do not constitute an emergency or require immediate attention, the Code Enforcement Officers shall give notice of the nature of the violation to the property owner or any applicant for any relevant permit in the manner hereafter stated as prescribed in Sections 1.5.5.4 and 1.5.5.2C. The notice of violation shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval by personal delivery, electronic delivery, or first class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the City that the notice was provided and the certificate shall be deemed conclusive in the absence of fraud. Except as provided by G.S. 160D-1123, 160D-1206, or otherwise provided by law, a notice of violation may be appealed to the Board of Adjustment pursuant to G.S. 160D-405. Notice shall be given in person, by Certified Mail, or by posting notice on the premises. Notices of violation shall state the nature of the violation and the time period for compliance and may state the corrective steps necessary and the nature of subsequent penalties and enforcement actions should the situation not be corrected.~~[VK22]~~
- B. **Emergency Matters.** In ~~[VK23]~~~~[KA24]~~~~[VK25]~~ the case of violations of this Ordinance that constitute an emergency situation resulting in an immediate threat to the health, or safety of the public, or violations that will create increased problems or costs to the public for the provision of City services if not remedied immediately, the Code Enforcement Officers may use the enforcement powers available under this Article without prior notice, but the Code Enforcement Officer(s) shall attempt to give notice simultaneously with beginning enforcement action. Notice may be provided to the property owner, to any other person who can be contacted and has an identifiable relationship to the violation and/or owner.

1.6 GENERAL PROCEDURAL REQUIREMENTS

- ▲ The City shall provide notice for all zoning map amendments, special use permits, and Historic Preservation and Board of Adjustment items as set forth in NCGS ~~§ 160A-364, 160A-388(a2), and § 160A-384~~ 160D-601, [KA26] and 602 et seq., consisting of at least first-class mailed notice to immediate neighbors, properties separated from the subject property by street, railroad, or other transportation corridor, and other parties that have expressed an interest in the project, and a notice prominently posted on the site, or expanded public notice in the event that the zoning comprises more than 50 properties owned by at least 50 different property owners. Posted notice shall be given from twenty-five (25) days prior to the hearing until ten (10) days prior to the hearing.

In accordance with NCGS § 160D-406(b) an evidentiary hearing can be continued without additional notice if the time, date, and place of the continued hearing is announced at a duly noticed hearing that has been convened. If quorum is not present at a meeting, the evidentiary hearing is automatically continued to the next regular meeting of the board with no additional notice required.

2.1. ~~DEVELOPMENT SERVICES~~ PLANNING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT AND ADMINISTRATOR

2.1.1. ESTABLISHMENT OF ~~DEVELOPMENT SERVICES~~ PLANNING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT

Pursuant to NCGS ~~§ 160A-364~~ 160D-301, the City hereby establishes the Development Services Planning and Neighborhood Development Department of the City. The Planning and Neighborhood Development Department ~~Development Services Department~~ shall perform the planning review functions for the City and shall provide technical support and guidance for action on all plan and ordinance amendments and on applications for development approval. The Planning and Neighborhood Development Department ~~Development Services Department~~ shall perform other functions as may be requested by the City Council or authorized by this Ordinance.

2.1.2. ESTABLISHMENT OF ADMINISTRATOR

The City hereby authorizes the Planning and Neighborhood Development ~~Development Services~~ Director to function as the administrator of this Ordinance (the "Administrator"). The Administrator is charged with the authority and the duty to enforce this Ordinance. The Administrator is authorized to establish and delegate when appropriate Department standards of operation and procedures consistent with the intent of this Ordinance. The Administrator or his delegee may also consult with other officials, boards or agencies with needed technical expertise (such as the Director of Engineering or the Fire Chief). "Administrator" shall include staff authorized by the Administrator.

2.1.3. APPEALS FROM THE DECISION OF THE ADMINISTRATOR

Appeals from the decisions of the Administrator in which it is alleged there is an error in an order, requirement, decision, or determination made by the Administrator in the enforcement of this Ordinance shall be made to the Board of Adjustment in accordance with Sections 2.2 and 6.3.

2.1.4. INSPECTION

Pursuant to NCGS § ~~160A-411~~ 160D-402 et seq., the Administrator and the Code Enforcement Officers are hereby designated the Zoning and Subdivision Inspectors for the City. The Inspectors are empowered to enter or inspect any building, structure, premises, or real property in the City upon which, or in connection with which, a development or land use is located or proposed for the purpose of inspection to ensure compliance with the provisions of this Ordinance including but not limited to compliance with building permits. Such inspections shall be carried out during business hours and upon presenting credentials unless the Administrator or Inspectors determine that an emergency exists. Entry onto private property for the purpose of inspection shall be made only after securing permission from the owner. Application for any development approval shall constitute permission to inspect a property. Failing permission, no inspection shall be undertaken without an order from a court of competent jurisdiction.

2.1.5. ENFORCEMENT

The Administrator may hereby commence an action to enforce the provisions of this Ordinance pursuant to NCGS § ~~160A-389~~ 160D-404(c), and Section 1.56 of this Ordinance.

2.2. BOARD OF ADJUSTMENT

2.2.1. ESTABLISHMENT

Pursuant to NCGS § ~~160A-388~~ [160D-1-9\(d\) et seq.](#), there is hereby established the Board of Adjustment of the City of Concord.

2.2.2. POWERS AND DUTIES

A. Pursuant to NCGS § ~~160A-388~~ [160D-1-9\(d\) et seq.](#), the Board of Adjustment shall have the following powers, duties and authority:

1. to hear and decide appeals from the decisions of the Administrator in which it is alleged there is an error in an order, requirement, decision, or determination made by the Administrator in the enforcement of this Ordinance (NCGS § ~~160A-388(b)~~ [160D-1-9\(d\) et seq.](#));
2. to hear and decide on applications for variances from the terms of the zoning ordinance pursuant to Section 2.2 of this Ordinance and NCGS § ~~160A-388(d)~~ [160D-1-9\(d\) et seq.](#) The Board shall have the authority to place conditions, including time limits, on variances;
3. to exercise such other powers as may be granted by this Ordinance.

B. Quasi-judicial Procedures

The consideration of any appeal, variance or interpretation, as provided above, shall be in accordance with the quasi-judicial procedures as set forth in Sections [6.2 and 6.3](#) of this Ordinance [and NCGS § 160D-102](#).

1. Any quasi-judicial matter pertaining to property in the extra-territorial jurisdiction of the City shall only be considered by the Commission with the extra-territorial jurisdiction member ~~present~~^[KAI].
2. The Board of Adjustment shall adopt all rules and procedures necessary or convenient for the conduct of its business, consistent with the North Carolina General Statutes. All Board of Adjustment rules and procedures will be maintained by the clerk or other appointed official and an up-to-date version of the rules and procedures will be posted to the City's website.

C. Limitations of Board

The Board of Adjustment shall not have power, jurisdiction, or authority to perform any of the following actions:

1. make any changes in permitted uses on any zoning classification or zoning district; or
2. grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

2.2.3. MEMBERSHIP

- A. The City Council shall [solicit applications for, review applications for, and](#) appoint seven (7) persons to the Board of Adjustment as provided in this Ordinance. The membership shall include proportional representation for extraterritorial areas [based on a frequently updated ETJ population estimate](#), as provided in NCGS § ~~160A-362~~ [160D-307](#). (The Cabarrus County Board of Commissioners shall appoint one representative from the extraterritorial jurisdiction as required by NCGS § ~~160A-362~~ [160D-307](#).) The City Council shall appoint two (2) alternate members to serve on the Board in the absence of any regular member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member, while attending any regular or special meeting of the Board and serving in the temporary absence of any regular member, shall have and may exercise all the powers and duties of a regular member.
- B. All members shall serve a term of three (3) years. A member may be reappointed for a second consecutive term. After two (2) consecutive terms a member shall be ineligible for reappointment until one calendar year has elapsed from the date of termination of the second term.
- C. The City Council may remove any member of the Board of Adjustment for just cause, as may be permitted by law. The City Council shall provide the member with a public hearing, if requested.
- D. If any member of the Board of Adjustment shall fail to attend three consecutive (3) regular meetings of the commission within any three-month period, it will be sufficient grounds for termination of the member's appointment. The City Council may, by appropriate action, terminate the appointment of such person and fill the vacancy as soon as possible. Absence due to sickness, death, or other emergencies shall be recognized as approved absences. In the event of a long illness or other such cause for prolonged absence, the member shall be replaced.
- E. Upon a vacancy in the regular membership, City Council may first consider appointing the "senior" alternate member to the vacancy. City Council may appoint any qualified person to a vacancy.
- F. The Board of Adjustment shall adopt and publish [to the City's website](#) rules of procedure for the conduct of its business.

2.3. PLANNING AND ZONING COMMISSION

2.3.1. ESTABLISHMENT

Pursuant to NCGS § ~~160A-364~~ 160D-301, there is hereby established a planning agency known as the Planning and Zoning Commission of the City of Concord.

2.3.2. POWERS AND DUTIES

The Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan and this Ordinance, and applications for development approval. The Commission shall have the following powers and duties to:

- A. exercise any of the powers and/or duties assigned pursuant to NCGS §§ ~~160A-364~~ 160D-301 and ~~160A-381~~ 160D-107 et seq. including, but not limited to, the preparation of a comprehensive plan;
- B. prepare amendments to the plan and its elements and to submit the amendments to the City Council;
- C. initiate, hear, review, make recommendations to the City Council on applications for amendments to the text of this Ordinance;
- D. initiate, hear, review, make recommendations to the City Council, and/or make final decisions on applications for amendments to the Official Zoning Map. As prescribed in Section 3.2 of this Ordinance, the Commission shall render a final decision (subject to appeal) on applications for amendments to the Official Zoning Map (including those with concurrent amendments to the Land Use Plan) with a super-majority vote of at least three-fourths^[K2]^[KA3] of the Commission;
- ~~E. hear^[KA4], review, and or disapprove all applications for major subdivision and/or site plan approval in accordance with the rules and regulations established in Articles 5 and 6 (except for Section 6.3);~~
- ~~F.~~ E. adopt bylaws, policies, procedures, and regulations for the conduct of its meetings, the consideration of applications for development approval, and for any other purposes deemed necessary for the functioning of the Commission. All bylaws, policies, procedures, and regulations shall be consistent with this Ordinance and shall be approved by the City Council before taking effect. Upon City Council approval, the clerk or appointed official will maintain a record of all adopted bylaws, policies, procedures, and regulations and post the record to the City's website;
- ~~G.~~ F. review and consider issuing special use permits; and
- ~~H. review^[KA5] and consider approving major site plans.~~

2.3.3. MEMBERSHIP

The City Council shall [solicit applications for, review applications for, and](#) appoint seven (7) persons to the Planning and Zoning Commission as provided in this Ordinance. The membership shall include proportional representation for extraterritorial areas, as provided in NCGS ~~§ 160A-362~~ [160D-307](#). (The Cabarrus County Board of Commissioners shall appoint one representative from the extraterritorial jurisdiction as required by NCGS ~~§ 160A-362~~ [160D-307](#).) The City Council shall appoint two (2) alternate members to serve on the board in the absence of any regular member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member, while attending any regular or special meeting of the board and serving in the absence of any regular member, shall have and may exercise all the powers and duties of a regular member.

- A. All members shall serve a term of three (3) years. A member may be reappointed for a second consecutive term. After two (2) consecutive terms a member shall be ineligible for reappointment until one calendar year has elapsed from the date of termination of the second term.
- B. The City Council may remove any member of the Planning and Zoning Commission for just cause, as may be permitted by law. The City Council shall provide the member with a public hearing if requested.
- C. If any member of the commission shall fail to attend three (3) regular meetings of the commission within any consecutive three-month period, the chair or the vice-chair shall immediately file a notification of such nonattendance with the City Council for placement on the Council agenda. The City Council may, by appropriate action, terminate the appointment of such person and fill the vacancy as soon as possible. Absence due to sickness, death, or other emergencies shall be recognized as approved absences. In the event of a long illness or other such cause for prolonged absence, the member shall be replaced.
- D. Upon a vacancy in the regular membership, City Council may first consider appointing the “senior” alternate member to the vacancy. City Council may appoint any qualified person to a vacancy.
- E. The Planning and Zoning Commission shall adopt and publish [to the City’s website](#) rules of procedure for the conduct of its business.
- F. At an annual organizational meeting, the members of the Commission shall elect one (1) of their members as chair and one (1) as vice-chair. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both, the Commission shall elect a temporary chair to conduct the meeting.

2.4. CITY COUNCIL

2.4.1. POWERS AND DUTIES

The City Council shall render final decisions pertaining to amendments to the Comprehensive Plan and this Ordinance, except where authority for a final decision is delegated to another agency by this Ordinance. The City Council shall render final decisions pertaining to applications for development approval where such authority is assigned pursuant to this Ordinance. The City Council shall have the following powers and duties to:

- A. initiate, adopt, and amend a Comprehensive Plan;
- B. initiate amendments to the text and map of this Ordinance and the Comprehensive Plan;
- C. review recommendations of the Planning and Zoning Commission, and make final decisions on applications for amendments to the text of this Ordinance;
- D. accept or decline offers of dedication or performance guarantees of infrastructure or real property. Offers of dedication are typically made in the course of developing subdivisions, but may be made in the course of other kinds of development, such as planned unit developments;
- E. hear, review, and approve, conditionally approve, or deny amendments to the Official Zoning Map after a recommendation of the Planning and Zoning Commission has been submitted pursuant to NCGS § ~~160A-387~~ 160D-604. In accordance with Section 3.2 of this Ordinance, such amendments shall only be heard by City Council if:
 - 1. the amendment was denied by Planning and Zoning Commission;
 - 2. the amendment was approved, but the affirmative votes represented less than three-fourths of the Commission;
 - 3. a decision of the Planning and Zoning Commission has been made pursuant to Section 3.2.4.3 of this Ordinance and an appeal has been filed;
 - 4. subsequent to the initial adoption of a zoning ordinance, all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning and Zoning Commission for review and comment. If no written report is received from the Commission within thirty days of referral of the amendment to the Commission, the City Council may proceed in its consideration of the amendment without the Commission's report. The City Council is not bound by the recommendations, if any, of the Planning and Zoning Commission; and

~~F. Hear, review, and approve, conditionally approve, or deny applications for major subdivision^[KA6] and/or site plan approval in accordance with Article 5. These applications are considered by City Council only if the Planning and Zoning Commission has denied the petition and the applicant requests an appeal to City Council within 15 days of the decision of the Planning Commission.~~

G. take such other action not otherwise delegated, as the City Council may deem desirable and necessary to implement the provisions of this Ordinance and the Comprehensive Plan.

2.5. HISTORIC PRESERVATION COMMISSION

2.5.1. ESTABLISHMENT

Pursuant to NCGS § ~~160A-400.7~~ 160D-303 et seq., there is hereby established the Concord Historic Preservation Commission, hereafter referred to as the Historic Preservation Commission or Commission, to consist of seven (7) regular members and two (2) alternate members appointed by the City Council of the City of Concord. The City Council shall establish the Commission's compensation, if any.

2.5.2. POWERS AND DUTIES

The Commission shall seek to promote, enhance and preserve the character of the districts. The Historic Preservation Commission is authorized and empowered to undertake reasonable actions to discharge and conduct its duties and responsibilities as outlined in this Ordinance and Part ~~3C4~~, Article 49 of Chapter ~~160A-160D~~ of the NCGS including, but not limited to, the following:

- A. Recommend to the Planning and Zoning Commission areas to be designated by ordinance as "historic districts" and individual structures, buildings, sites, areas, or objects to be designated by ordinance as "landmarks".
- B. Recommend to the City Council that designation of any area as a historic district, or part thereof, or designation of any building, structure, site, area, or object as a landmark, be revoked or removed for cause.
- C. Review and act upon (grant or deny) applications for Certificate of Appropriateness requests for alterations, demolition, or new construction within historic districts, or for the alteration or demolition of designated landmarks in accordance with Section ~~7-11-9.8~~ of this Ordinance.
- D. Give advice to property owners concerning the treatment of the historical and visual characteristics of properties located within the districts, such as color schemes, gardens and landscaping features, and minor decorative elements.
- E. Propose to the City Council changes to this or any related ordinance; propose new ordinances or laws relating to the historic districts, historic landmarks, or the development of the historical resources of the City of Concord and its environs.
- F. Cooperate with other City of Concord boards or commissions or with agencies of the City or other governmental units; offer or request assistance, aid, guidance, or advice concerning matters under its purview.
- G. Publish information about, or otherwise inform the owners of property within the districts of any pertinent matters. Such information may be in the form of guidelines standards, handbooks, pamphlets, brochures, etc.
- H. Conduct an educational program with respect to historic districts and landmarks within its jurisdiction.

- I. Undertake programs of information, research, or analysis relating to any matters under its purview.
- J. Report violations of this ordinance or related ordinances to the [Development Services Planning and Neighborhood Development](#) Director responsible for enforcement.
- K. Assist City staff in obtaining the services of private consultants to aid in carrying out programs for research or analysis.
- L. To secure appropriate rights of public access and promote the preservation of the property.
- M. Accept funds granted to the Commission from private or nonprofit organizations.
- N. Contract, with the approval of the City Council, for services or funds from the State of North Carolina and agencies or departments of the United States government.
- O. Recommend to the City Council and the State of North Carolina structures, sites, objects, or districts worthy of national, state or local recognition.
- P. Establish ~~guidelines-standards~~ under which the [Development Services Planning and Neighborhood Development](#) Director or his designee may approve minor ~~modifications~~^[K7] on behalf of the Commission. No application shall be denied without first being considered by the Commission.
- Q. Conduct public hearings on applications for Certificates of Appropriateness where the Commission deems that such a hearing is necessary.
- R. Organize itself and conduct its business by whatever legal means it deems proper.
- S. Exercise such other powers and perform such other duties as are required elsewhere by this Ordinance, the General Statutes of North Carolina, or by the City Council.

2.5.3. MEMBERSHIP

- A. The City Council shall solicit applications for, review applications for, and appoint seven (7) persons to the Historic Preservation Commission as provided in this Ordinance. If any districts or landmarks are designated within the Extraterritorial Jurisdiction (ETJ), proportional representation for the ETJ will be included on the Commission. The membership shall include territorial representation and a majority of the members shall have demonstrated special interest, experience, or education in history, architecture, archaeology, or related fields. The City Council shall appoint two (2) alternate members to serve on the board in the absence of any regular member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member, while attending any regular or special meeting of the board and serving in the absence of any regular member, shall have and may exercise all the powers and duties of a regular member.
- B. All members shall serve a term of three (3) years. A member may be reappointed for a second consecutive term. After two (2) consecutive terms a member shall be ineligible for reappointment until one calendar year has elapsed from the date of termination of the second term.
- ↙ C. The City Council may remove any member of the Historic Preservation Commission for just cause, as may be permitted by law. The City Council shall provide the member with a public hearing, if requested.
- D. If any member of the Historic Preservation Commission shall fail to attend three (3) consecutive regular meetings of the commission within any three-month period, it will be sufficient grounds for termination of the member's appointment. The City Council may, by appropriate action, terminate the appointment of such person and fill the vacancy as soon as possible. Absence due to sickness, death, or other emergencies shall be recognized as approved absences. In the event of a long illness or other such cause for prolonged absence, the member shall be replaced.
- ↙ E. Upon a vacancy in the regular membership, City Council may first consider appointing the "senior" alternate member to the vacancy. City Council may appoint any qualified person to a vacancy.
- F. The Historic Preservation Commission shall adopt and publish on the City's website rules of procedure for the conduct of its business. All adopted rules of procedure shall be maintained by the clerk or appointed official.
- G. At an annual organizational meeting, the members of the Commission shall elect one (1) of their members as chair and one (1) as vice-chair. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both, the Commission shall elect a temporary chair to conduct the meeting.

2.5.4. MEETINGS, HEARINGS, AND PROCEDURES

- A. The Commission shall establish a regular meeting schedule by rule. Special meetings may be requested by the City Council, the chair of the Commission, a majority of the members of the Commission, or the Administrator.
- B. If a matter is postponed due to a lack of a quorum, the chair of the Commission shall continue the meeting to the next commission meeting. The recording secretary shall notify all members and all appropriate parties of the date of the continued meeting.
- C. No meeting of the Commission may be called to order, nor may any business be transacted by the commission, without a quorum consisting of a majority of the appointed membership of the commission. The chair shall be considered for purposes of establishing a quorum and shall act as a voting member. All Commission actions shall require the concurring vote of a majority of the members of the Commission.

2.5.5. RECORDING SECRETARY

The administrator shall appoint a recording secretary to serve the Historic Preservation Commission. The secretary shall keep minutes to summarize all proceedings, all attested to by a majority of the members of the Historic Preservation Commission voting. Minutes of the proceedings of the Commission showing the vote of each member and records of its examinations and other official actions shall be filed in the office of the Commission as the public record. The [Development Services Planning and Neighborhood Development](#) Department is hereby designated as the office of the Commission for purposes of this Subsection. In addition, the secretary shall maintain all records of the Commission meetings, hearings and proceedings, as well as the correspondence of the Commission.

2.5.6. STAFF

The administrator shall be the professional staff of the Historic Preservation Commission.

2.6. CITY STAFF - DEVELOPMENT REVIEW COMMITTEE

2.6.1. ESTABLISHMENT

The City Manager shall appoint a committee of staff members consisting of department heads who have particular expertise in the development of real property as the Development Review Committee (DRC). The Committee shall be chaired by the ~~Director of Development Services~~ Planning and Neighborhood Development Director. At a minimum, the DRC members shall consist of the Director of Engineering, the Fire Chief, the Director of Transportation and the Director of Environmental Services Water Resources (or their designees). Other departments that shall serve on the committee on an ad hoc basis, depending on the nature, size and complexity of the development project to be reviewed include, but are not limited to: Parks and Recreation, Electric Systems, Transportation, Solid Waste, Legal, Transit, Water Resources, Wastewater Systems, Environmental Services (Stormwater), and Police, and Business & Neighborhood Services.

2.6.2. POWERS AND DUTIES

Administrative Approval ~~KAB~~

~~The Development Review Committee may, with or without conditions, approve minor preliminary subdivision plans without review by the Planning and Zoning Commission or the City Council except in one (1) or more of the following situations:~~

- ~~A. The plan requires a variance to be granted pursuant to Section 6.3 of this Ordinance.~~
- ~~B. The plan is an infill project in the Center City District.~~
- ~~C. The plan requires approval of an encroachment into or over any public right-of-way.~~

2.6.3. REVIEW OF OTHER DEVELOPMENT PLANS

The DRC shall meet periodically to review and comment on all plans to be reviewed and/or approved by any other body listed in this Article, including the City Council, Planning and Zoning Commission, Board of Adjustment, and Historic Preservation Commission and all request for permits, for conformity with the City Code and with City Council resolutions.

- A. The DRC shall develop rules of procedure and schedules to ensure that plans submitted shall be reviewed and comments returned to developers in a timely manner. These rules of procedure shall be maintained by the clerk or other appointed official and be posted to the City's website.
- B. The DRC shall develop unified comments and the Chair shall submit one written set of comments to each applicant.
- C. The DRC shall keep written records of any action taken, or comments made.

3.2 CHANGES TO THE OFFICIAL ZONING MAP

Changes to the zoning map (rezonings) occur through a public hearing conducted by either the Planning Commission, City Council, or in some instances, both.

3.2.1 PRE-APPLICATION MEETING

Prior to filing a petition for a zoning amendment, the petitioner shall meet with the Planning Department staff to discuss the proposed amendment. The staff shall provide the petitioner with the proper application forms. The purpose of this meeting is to advise the petitioner of the zoning amendment process, notice issues (including neighborhood meeting requirement) and other concerns and information relative to the amendment of the zoning.

3.2.2 FILING OF PETITION

A zoning amendment petition shall be on a form prescribed by the Planning Department and shall be accompanied by the fee established in the most recent budget ordinance adopted by the City Council. The Administrator shall establish schedules to file any application for development approval that requires action by the Planning and Zoning Commission, the Board of Adjustment or the City Council. Such applications shall be filed according to the established schedules in advance of any public hearing or public meeting required pursuant to this Ordinance or the N.C. General Statutes.

Applications for conditional district rezoning (Section 3.2.98) shall be initiated only by petition signed by the property owner, a person with property interest, or a contract to purchase the property.

For conditional district rezoning's, zoning amendment requests, after receipt of the petition, the staff shall forward the petition including the site plan to the Development Review Committee (DRC) for review and comments prior to the hearing. The site plan and supporting materials shall be in final approval form at least fifteen (15) days prior to the date of hearing in order to allow the staff adequate time to prepare a report for the Commission. At this time, the DRC shall concur that the site plan sufficiently meets minimum requirements prior to the item proceeding to the Planning Commission for public hearing.

A staff report, summarizing the petition, shall be prepared and posted to the City's website when complete.

3.2.6 STATEMENT OF CONSISTENCY WITH THE COMPREHENSIVE PLAN

Prior to adopting or rejecting any zoning map amendment the Planning and Zoning Commission shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan (including a land use plan, parks, greenways and bikeways master plan, and long-range transportation plan) and explaining why the Commission considers the action taken to be reasonable and in the public interest. A statement of reasonableness and consistency can be considered and approved as a single, combined statement.

If a written statement of consistency is not formally adopted, the minutes may be used to meet the requirement for plan consistency if the minutes reflect that the board was fully aware of and considered the comprehensive plan when making its decision.

- E. Hearings for conditional zoning districts shall be legislative in nature. Sworn testimony and findings of fact for approval or denial are not required. The Commission or Council may suggest reasonable additional conditions or augment those proposed with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate. Such conditions to approval of the petition may include dedication to the City or State as appropriate, any right-of-way for streets or other public utilities necessary to serve the proposed development. Other dedications and performance guarantees can be suggested and agreed upon as deemed appropriate by the Commission or Council. All conditions and development approvals should be in writing either in print or in an electronic format that is protected from further editing.
- H. A request for an administrative amendment shall be in the form of a letter, signed by the property owner and addressed to the Administrator (or designee) detailing the requested change. The Administrator may require additional information from the petitioner, and may, if necessary, consult with the Development Review Committee (DRC). The Administrator may approve the change upon finding that the proposed change is substantially similar to the approved plan. Changes that are not considered similar include:
1. Increasing the number of buildings;
 2. Increasing the number of dwelling ~~units~~ units or the approved density of the project by more than five (5) units or 10% of the total, whichever is less;
 3. Addition of access points to a public street;
 4. Reducing number of parking spaces, landscaping, buffers or setbacks below minimum standards;
 5. Moving proposed structures closer to adjacent residential properties or adjacent residential zoning;
 6. Reducing open space; and
 7. Increasing the mass or height of buildings.
- The administrator shall respond, in writing, to the petitioner, either approving or denying the administrative amendment. The letter to the petitioner shall explain the reasons behind the approval or denial. In the event of denial, the petitioner may appeal the decision to the Zoning Board of Adjustment in accordance with Section 6.3 or may file a new conditional district zoning petition in accordance with this Article.

6.1. ADMINISTRATIVE PERMITS

3. Following review, the Administrator shall approve, approve with conditions, or deny the application for a Zoning Clearance Permit. Development approvals will be provided in writing in either print or electronic form (in a version protected from further editing). Applications that are denied shall have the reasons for denial, in writing, attached to the application. An appeal of the decision of the Administrator to the Zoning Board of Adjustment is allowed as prescribed in § 6.3.

6.2. SPECIAL USE PERMITS

6.2.1. APPLICABILITY.

- A. Special uses are generally compatible with the land uses permitted by right in a zoning district, but require individual review as to their location, design, and configuration. Special uses ensure the appropriateness of the use at a particular location within a given zoning district.
- B. Only those uses that are enumerated as special uses in a zoning district, as set forth in the Table of Permitted Uses of this Ordinance, shall be authorized by the Planning and Zoning Commission (Commission).

6.2.2. APPROVAL PROCEDURE.

- A. No Special Use Permit shall be authorized, developed, or otherwise carried out until the applicant has approval of the Special Use from the Planning and Zoning Commission and approval of a site plan per § 5.4 or alternate plan by the Administrator and/or Commission, as applicable.
- B. Applications for Special Use Permit approvals shall be filed with the Administrator. A pre application meeting prior to filing is strongly encouraged.
- C. Site plan applications (see Article 5.4) or Plot Plans (see § 6.1.4. B.) shall be filed concurrently with Special Use Permit applications. The Planning and Zoning Commission shall consider both the site plan and special use permit at the same meeting.
- D. The Planning and Zoning Commission shall conduct a quasi-judicial evidentiary public hearing following the requirements of Section 6.3 below, and shall do one of the following;
 1. Deny the request, or
 2. Approve the request; or
 3. Approve the request with conditions.
- E. The Planning and Zoning Commission may place conditions on the use as part of the approval to assure adequate mitigation measures are associated with the use. The conditions shall be agreed to in writing and become a part of the special use permit approval and shall be included as part of the site plan. The Commission may not impose any conditions on a special use permit that it does not otherwise have statutory authority to impose.

6.3.3. QUASI-JUDICIAL PUBLIC HEARING PROCEDURES.

- ▲ A. **Generally.** In making quasi-judicial decisions, the decision-makers must investigate facts, or ascertain the existence of facts, hold hearings, weigh evidence, and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature. In the land use context, these quasi-judicial decisions involve the application of land use policies to individual situations, such as variances, ~~special exceptions,~~ special use permits and appeals of administrative determinations. These decisions involve two key elements: 1.) The finding of facts regarding the specific proposal and 2.) The exercise of some discretion in applying the standards of the ordinance. Due process requirements for quasi-judicial decisions mandate that certain standards be observed when these decisions are made. This includes a hearing with the right of the parties to offer evidence, have sworn testimony, and have findings of fact supported by competent, substantial, and material evidence. Minutes from the quasi-judicial public hearing will be recorded and kept by the clerk.

- B. **Conduct of Hearing.** Any person or persons may appear at a public hearing and submit evidence, either individually or as a representative. Each person who appears at a public hearing, after first taking an oath or affirmation to give accurate and truthful testimony, shall state, for the record, his or her name, address, and if appearing on behalf of an organization or group, its name and mailing address.
 - 1. All parties ~~in interest~~ with standing shall have the right to participate fully in evidentiary hearing including: presenting evidence, and cross-examine examining witnesses, objecting to evidence, and making legal arguments. as to any competent, material, and relevant facts, inspect documents, and make oral argument. ~~Non-parties may present competent, material, and substantial evidence that is not repetitive. Opinion testimony from a lay witness shall not be considered competent evidence for technical matters such as property value or traffic impacts.~~
 - 2. The burden of proof is upon the party who files the application, and if the party fails to meet its burden, the reviewing body shall deny the request.
 - 3. The Board of Adjustment shall act as a fact-finding body and shall approve or disapprove the application in accordance with the evidence presented before it that is competent, relevant, and material. Every decision shall include the vote, abstention from voting, or absence of each member.

- C. The decision of the quasi-judicial proceeding, including findings of fact and conclusions of law, shall be filed in the Office of the City Clerk and recorded at the Cabarrus County Registry. A written copy shall be mailed to the applicant and to any person who has filed a written request for such copy with the Office of the City Clerk or chairperson of the zoning board of adjustment at the time of its hearing of the case. Delivery shall be by any of the following means: personal service, registered mail, or certified mail, return receipt requested.

7.3 ZONING MAP

7.3.1. BOUNDARIES OF ZONING DISTRICTS

The boundaries of zoning districts established by this Ordinance shall be designated on a map or maps entitled Official Zoning Map(s) of the City of Concord. The City Clerk shall certify these maps and all references and dates shown thereon.

7.3.2. LOCATION OF OFFICIAL ZONING MAP

- A. ~~The Digital and/or paper copies of the current and prior versions of the~~ Official Zoning Map shall be located in the Office of the Administrator and a copy of the Official Zoning Map shall be kept on file with the City Clerk. Any changes thereto shall be clearly shown on the Official Zoning Map and available for public inspection.

~~7.10.6 APPROVALS~~

~~For new structures greater than 100,000 square feet, the Planning and Zoning Commission shall approve the plans. All other structures shall comply with the requirements of Section 6.4.~~

9.2.4 _DESIGN STANDARDS

In ~~addition~~addition to the design standards described in Section 8.28, the following design standards shall be applied to ~~all other requirements of this CDO, developments with single-family dwellings or~~and buildings containing more than one dwelling unit shall incorporate the following design features.

~~A.~~ A. Garages

~~Garage fronts shall be de-emphasized and not be the most prominent architectural feature of any dwelling in the development. This should be accomplished by providing side access garages, detached "in-line" garages, and/or L-shaped floor plans on not less than fifty percent (50%) of the lots. Garages should be recessed at least one car length in order to provide interest and relief from the street. The front elevation shall prominently feature an entrance for persons rather than automobiles with the garage area not to exceed forty percent (40%) of the front façade. See Section Article 7.7 for acceptable garage placement alternatives.~~

~~B.~~ B. Front Porches

~~At least fifty percent (50%) of all single family, patio style, duplex, or townhome units in the development shall have a useable front porch measuring at least eight (8) feet in depth covering at least 30 percent of the building width.~~

A. Recreation

At least seventy percent (70%) of all residential units shall be located no further than 660 feet from a pedestrian (excluding sidewalks), equestrian or bicycle trail measured from the boundary of the lot. Recreation and open space facilities shall be aligned with the community parks and open space network, as provided in any locally adopted land use plans or parks and recreation master plans. For infill PUD's the Administrator may consider other elements, such as sidewalks, in order to meet this requirement.

B. Multi-Modal Requirements

Bicycle lanes shall be included along at least seventy percent (70%) of the linear frontage of all planned collector streets.

C. Development Entrances

Customized entrances shall be provided at all streets intersecting a thoroughfare or collector. Such locations may include a waterfall, sculpture, monument signage, special landscaping, specialty pavement, enhanced fence or wall details, boulevard median or other similar treatment. The extent of such features shall match the scale of the proposed development (more significant features shall be required for larger developments).

D. Preservation of Tree Cover

At least one third (1/3) of the tree canopy shall be protected for property covered with forest. Existing tree locations shall be clearly marked on the master plan.

9.2.5 ANTI-MONOTONY STANDARDS

~~A. In addition to the design standards, the following standards shall apply to all single-family dwellings or buildings containing more than one dwelling unit to prevent monotony.~~

~~B. A variety of building sizes or scales shall be provided. No more than three buildings in a row shall have more than a 30 percent difference in scale between the largest and smallest building as measured by the building floor area (See Figure 8.28-1).~~

~~C. No two dwellings or buildings on a street face shall be identical in floor plan or color unless differing by at least two of the following (See Figure 8.28-2).~~

~~1. Rotated or reverse lot orientation~~

~~2. Different roof configuration~~

~~3. Different materials or exterior walls.~~

~~4. The addition of architectural features that alter the appearance of the building.~~

~~D. No single house directly across the street shall have the same floor plan. Identical color schemes shall require the addition of another differentiating feature (total of 3) from numbers 1 through 4 above to offset the similarity in color.~~

~~E. Pattern Book~~

~~The developer shall provide a pattern book (See Figure 9.2.5-3) indicating the style of homes to be built, materials, and their locations within the proposed district.~~

9.3 MIXED USE DISTRICTS

F.

F. MX Residential Structures

The following standards and guidelines apply to residential structures in MX's.

Standards

All residential structures shall comply with Article 5.28 Residential Development Standards, and 11.2 Multi-Family Residential Design Standards. Additional standards are as follows:

1. Entries: To provide privacy, all residential entrances within 15 feet of the sidewalk shall be raised from the finished grade (at the building line) a minimum of 1½ feet (Figure 9.3-20).

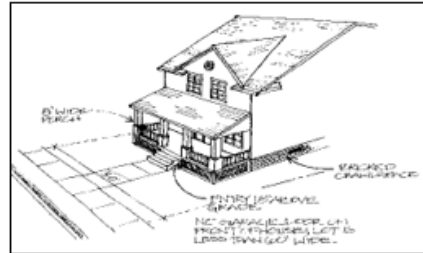


Figure 9.19-20
Example of a single family detached home meeting the requirements of this ordinance

2. Porches: Useable porches and stoops shall form the predominate motif of the building design and be located on the front and/or side of the building. Useable front porches shall be at least 8 feet deep and twelve (12) feet in width (Figure 9.3-20 and 11-21).



Figure 9.3-21
Group of single family detached homes meeting the requirements of the ordinance.

3. Garages: Garage doors are not permitted on the front elevation of any detached house on a lot less than 60 feet wide. A single car driveway shall be placed on the side of the house accessing a detached garage in the backyard of the property. Rear entry garages may be placed on any width lot. Otherwise, garage placement shall conform to Article 5.28. All garages with more than two bays shall be turned such that the bays are not visible from the street. The width of attached garages shall not exceed 40% of the total building façade.

4. Crawlspace: The crawlspace of buildings shall be enclosed (Figure 9.3-20). Brick, rock, stone, or stucco comprise the visible portion of the crawl space. Under no circumstances shall gray smooth face concrete block be visible. For the space beneath front porches, lattice material may be used.

5. Townhome Detailed Design: All building elevations visible from the street shall provide doors, porches, balconies, and/or windows (Figure 9.3-21/22). A minimum of 60% of front elevations, and a minimum of 30% of side and rear building elevations, as applicable, shall meet this standard. "Percent of elevation" is measured as the horizontal plane (lineal feet) containing doors, porches, balconies, terraces and/or windows. This standard applies to each full and partial building story.

10.1.10 REDEVELOPMENT

The redevelopment of a parcel and/or lot resulting in a more intensive use and/or a subdivision of property shall warrant developer installed utility services and/or public utility extensions in accordance to State and City regulations and standards, with corresponding inspections completed by City staff. It should be noted that all public utility extensions of water infrastructure shall be planned along main City or State road thoroughfares and be extended to/serve all water connection points located at the extents of the proposed subdivision (i.e. subdivision roads intersecting with the main City or State road thoroughfare). In addition, proposed City water infrastructure along these main road thoroughfares shall be adequately sized from a hydraulic perspective and meet all of the City's design regulations and standards.

As referenced in Section 10.1.2 (Minimum Lot Standards), proposed redeveloped lots shall meet the following criteria:

- A. The provisions included in Article 6, Section 6.6 shall apply to any newly created or proposed Lot or Parcel resulting from a subdivision of land as provided for in Article 6.
- B. Lots shall meet or exceed zoning district standards and shall be designed for their potential uses, so that adequate buildable area is provided and adequate room for required setbacks (See Article 7, Section 7.7) and buffer yards (See Article 11) will exist on the Lot.

It should also be noted that redeveloped lots shall meet all applicable criteria previously referenced throughout Article 10, Section 10.1 (Lot Design Standards).

13.1.7. REPLACEMENT OF NONCONFORMING MANUFACTURED HOMES ON INDIVIDUAL LOTS

- A. Nonconforming manufactured homes on individual lots may be removed and replaced provided that the replacement manufactured home is ~~no older than 1976, the unit is~~ a Type II (double-wide) or larger, and must conform to the design and installation standards of Section 9.6.3 of this Ordinance. [K61]

13.1.8. NONCONFORMING MANUFACTURED HOME PARKS

- ▲ A. All manufactured home parks made nonconforming by this Ordinance and not operating under a ~~conditional~~ special use permit in accordance with this Ordinance may continue. However, the arrangement of spaces is not to be altered nor the number of spaces increased. In the absence of a plat recorded in the Cabarrus County Register of Deeds office prior to June 30, 1981, records in the Cabarrus County Tax Supervisor's office will be utilized as verification reflecting the number of lots the individual paid taxes on.
- B. Manufactured homes within nonconforming parks may be removed and replaced provided that the replacement manufactured home ~~is no older than 1976 and must conform~~s to the design and installation standards of Section 9.6 of this Ordinance[K62].

13.2.8 SITE-SPECIFIC DEVELOPMENT PLANS (SSDPs)

- A. **GENERAL:** The City Council or the Planning and Zoning Commission ~~(for preliminary subdivision plats)~~ may, but under no circumstances is it required, to approve a Site-Specific Development Plan (SSDP). The SSDP shall bind the applicant and the City Council (the "parties") and shall contain those terms and conditions agreed to by the parties and those required by this Section. The Administrator and the City Attorney, or their designees, are authorized to negotiate Development Agreements on behalf of the City Council to enforce a SSDP.
- B. **Applicability:** The City Council or the Planning and Zoning Commission may approve a SSDP pursuant to this Section only if the proposed development to which the SSDP pertains is in conformity with the then adopted Comprehensive Plan and capital improvements program, zoning regulations, and other applicable requirements of this Ordinance. The SSDP shall be used solely as a means to enforce compliance with the terms of this Ordinance, and shall not be considered an inducement for the approval of any application for development approval.
- C. **Duration:** Upon approval of a Site Specific Development Plan, the right to develop such Development or Use shall continue for period of two (2) ~~to five~~ (5) years from the date of approval of such Site Specific Development Plan.

Notwithstanding the foregoing, the City, in its approval, may authorize a Vested Rights development period of longer than two (2) years, but in no event longer than five (5) years, if, in the City's sole discretion, such longer period is necessary because of the size and phasing of the Development, the investment in the Development, the need for the Development, economic cycles, and such other conditions as the City may consider relevant.

13.2.9. PHASED DEVELOPMENT PLANS (PDP's)

The procedures and requirements pertaining to Phased Development Plans (PDP's) shall be the same as those set forth for SSDP's in § 13.2.8, except as provided below:

- A. **Duration:** The City Council or Planning and Zoning Commission may, but under no circumstances is it required, provide by ordinance that approval by the City Council or Planning and Zoning Commission of a phased development plan shall vest the zoning classification or classifications so approved for a period not to exceed ~~five~~ seven (7) years.
- B. **Procedure:** The document that triggers such vesting shall be so identified at the time of its approval. The City Council or Planning and Zoning Commission still may require the landowner to submit a site specific development plan for approval by the city with respect to each phase or phases in order to obtain final approval to develop within the restrictions of the vested zoning classification or classifications.
- C. **Discretion:** Nothing in this section shall be construed to require the City Council or Planning and Zoning Commission to adopt an ordinance providing for vesting of rights upon approval of a phased development plan.

**Table 13.3-1
TIME LIMITS FOR USE OF ZONING APPROVALS AND PERMITS ***

Action/Permit/Approval	Time Limit
Zoning Map Amendments including Conditional District Map Amendments	Indefinite. Zoning Map amendments must be processed and approved under the procedures in Article 3 in order to modify the zoning.
Special Use Permit under the current or a former ordinance (or a Conditional Use Permits under a former Ordinance)	The permit is valid until it is amended, modified or removed by a subsequent quasi-judicial procedure or the owner has abandoned the Permit by constructing a different use on the property. (Also see Preliminary Site Plan below.)
Special Use Permit granted after June 30, 2021	Two (2) years from date of approval
Variance	Six (6) months to obtain a building permit and to commence construction of the primary use authorized by the variance No expiration date
Preliminary Site Plan Subdivision Plat	The approval of a preliminary site plan shall be effective for a period of one (1) three (3) years from the date of approval, at the end of which time the applicant must have submitted an application for a final plat . Extensions are permissible in certain instances. (See Section 5.2.5). Once furtherance of the preliminary plat is determined, the plan shall remain valid through the period of construction, a complete final site plan for approval. If a final site plan is not submitted for final approval within the one (1) year period, the preliminary approval shall be null and void, and the applicant shall be required to submit a new preliminary site plan for review.
Final Site Plan	The approval of a final site plan shall be effective for a period of one (1) year from the date that the final site plan is approved by the Administrator at the end of which time, substantial construction shall have commenced and shall continue without interruption, or a complete building permit application shall be submitted and reviewed by the Administrator. Failing same, the final approval shall be null and void, and the applicant shall be required to submit a new preliminary site plan subject to the then existing provisions of this Ordinance.

* Where Vested Rights have been established in accordance with Section [134.2](#) of this Ordinance, the time limits as set forth in Section [134.2](#) shall apply.

ADMINISTRATIVE DECISION -- Decisions made in the implementation, administration, or enforcement of development regulations that involve the determination of facts and the application of objective standards set for the in § 3.2 of this Ordinance or any other development regulations. These are sometimes referred to as ministerial decisions or administrative determinations. (Source NCGS § 160D-102) Any decision on a development application made by an authorized employee or official pursuant to § 3.2 of this Ordinance.

BUBBLE PLAN - A graphic representation that does not depict the exact location of proposed structures or infrastructure, but depicts the general extent and nature of the proposed development. Nature of development should be generally understood to mean uses, scale, and intensity, but may also include design elements and other anticipated features.

CONDITIONAL USE -- A "conditional use" means a use which, because of its unique or varying characteristics, cannot be properly classified as a permitted use in a particular district. A use is considered a conditional use if designated as such by the Use Matrix of Table 4.6-1.

DEVELOPER - A person, firm, partnership, joint venture, association, corporation, groups or organization who shall participate as owner, promoter, developer or sales agent in the planning, platting, development, promotion, sale or lease of a development. The owner of land proposed to be subdivided or developed or its authorized agent who is responsible for any undertaking that requires review and/or approval under this Ordinance. A person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property (Source NCGS § 160D-102)

DEVELOPMENT -- Unless the context clearly indicates otherwise, the term means:

1. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure;
2. excavation, grading, filling, clearing, or alteration of land;
3. the subdivision of land as defined in G.S. 160D-802; or
4. the initiation or substantial change in the use of land or the intensity of use of land.

This definition does not alter the scope of regulatory authority granted by the Articles of this Chapter. (Source NCGS § 160D-102)

~~The division of a parcel of land into two or more parcels; the construction, reconstruction conversion, structural alteration, relocation or enlargement of any structure; any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, and any mining, dredging, drilling, filling, grading, paving, excavation, storage of equipment or materials, clearing of roadways or building sites, landfill or land disturbance and any use or extension of the use of land. This definition excludes normal earth working associated with crop farming or landscaping of an individual single-family residential lot. The term "development" includes all of the activities listed in the definition of "development" in 15A NCAC 2H.1002, which definition is hereby incorporated by this reference, and any of the following activities:~~

~~Change in use.~~

~~Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.~~

~~Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or central water system and including the long-term storage of materials.~~

~~Erection of a permanent sign.~~

~~Any activity increasing the need for parking.~~

~~Construction, elimination or alteration of a driveway onto a public street.~~

DWELLING - Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, except that for purposes of Article 12 it does not include any manufactured home, mobile home, or recreational vehicle, if used solely for seasonal vacation purpose. (Source NCGS § 160D-102)Any building which contains one or more "Dwelling Units" used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or which are occupied for living purposes. (Source: North Carolina State Building Code, Vol. 1, § 201.2 and Vol. VII, § 202).

EQUIVALENT DWELLING UNIT OR "EDU" - See "Equivalent Residential Unit."

EQUIVALENT RESIDENTIAL UNIT OR "ERU" - (See Art. 14 "Adequate Public Facilities Standards" of this Ordinance.)

MANUFACTURED HOME - A structure, used or intended to be used as a Dwelling Unit, transportable in one or more sections, which in the traveling mode is eight body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet; and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein. "Manufactured home" includes any structure that meets all of the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of the United States Department of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. §5401, et seq. (Source: The Uniform Standards Code for Manufactured Homes Act," NCGS § 143-145). For purposes of this Ordinance, a "manufactured home" does not include a structure which otherwise complies with this subsection, but which was built prior to June 15, 1976, which units shall be classified as "mobile homes."

~~MOBILE HOME - A single-family dwelling, factory built and factory-assembled residence which does not comply with the National Manufactured Homes Construction Safety and Standards Act (42 U.S.C. § 5401, 1978, as amended) or the State Building Code.~~

~~OPEN FLAG - Flags with a predetermined design and size (12" wide by 30" long), and used by businesses in the CC zoning district to indicate that a business is open to the public. Open Flags are regulated in accordance with the standards of Article 7.9 Center City (CC) Design Standards, and the flags and corresponding hardware shall be issued to the applicant, subject to review and approval of the application by the Concord Downtown Development Corporation (CDDC).~~

SITE PLAN - A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include site-specific details such as building areas, building height and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines and locations, parking, access points, roads and stormwater control facilities that are depicted to show compliance with all legally required development regulations that are applicable to the project and the site plan review. A site plan approval based solely upon application of objective standards is an administrative decision, and a site plan approval based in whole or in part upon the application of standards involving judgement and discretion is a quasi-judicial decision. A site plan may also be approved as part of a conditional zoning decision.

SPECIAL USE - A "special use" means a use which, because of its unique or varying characteristics, cannot be properly classified as a permitted use in a particular district. A use is considered a special use if designated as such by the Use Matrix of Table 8.1.8.

RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER

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

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

WHEREAS, the City acquired 524 Allison Street NW by North Carolina General Warranty Deed as recorded on June 25, 2010 in Deed Book 9198, Page 226 of the Cabarrus County Registry for the purpose of community redevelopment; and

WHEREAS, 524 Allison Street MW ("Property") is further described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being all of Lot Number Two (2) of Exception Plat, as shown on plat recorded on Map Book 83 at Page 51 dated 2/28/2020 of the Cabarrus County Registry; and

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

WHEREAS, on April 26, 2021 the City received an Offer to Purchase the improved Property from Marquita Macon ("Buyer") for \$ 163,000.00.

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

1. The City Council intends to accept the offer to Purchase the improved Property from Marquita Macon ("Buyer") for \$ 163,000.00.
2. The Offeror has submitted one thousand dollars and no cents (\$1,000.00) as a deposit held by the City Clerk; and
3. The final sale shall include the following terms:
 - a. The City will convey 524 Allison Street NW to the Buyer by North Carolina Warranty Deed.
 - b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
 - c. The closing shall take place on or before June 17, 2021.
4. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 524 Allison Street NW in accordance with this resolution.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

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

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

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

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

(b) **"Buyer":** Marquita Macon,

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

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

Street Address: 524 Allison St NW
City: Concord Zip: 28025-4450
County: Cabarrus, North Carolina

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

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

The PIN/PID or other identification number of the Property is: 5621-31-3610-0000

Other description: NE INTERSEC ALLISON ST & CANNON AVE 1.00LT

Some or all of the Property may be described in Deed Book 9198 at Page 226

(d) **"Purchase Price":**

\$ <u>163,000.00</u>	paid in U.S. Dollars upon the following terms:
\$ _____	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ <u>1,000.00</u>	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by <input type="checkbox"/> cash <input checked="" type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer, <input type="checkbox"/> electronic transfer, EITHER <input type="checkbox"/> with this offer OR <input type="checkbox"/> within five (5) days of the Effective Date of this Contract.
\$ _____	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, TIME BEING OF THE ESSENCE.
\$ _____	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ _____	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ _____	BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ <u>162,000.00</u>	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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



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



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

Buyer's initials MM Seller's initials _____

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

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

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

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

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

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

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

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on May 28, 2021 *TIME BEING OF THE ESSENCE.*

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

(l) **"Settlement Date"**: The parties agree that Settlement will take place on June 17, 2021 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

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

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

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

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

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

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

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

2. **FIXTURES AND EXCLUSIONS.**

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials  Seller's initials _____

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

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

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

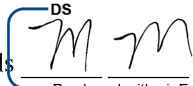
(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey,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

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

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

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

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

Buyer's initials 

Seller's initials _____

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

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

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

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

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

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

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

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

Buyer's initials  Seller's initials _____

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

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

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

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

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

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

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

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

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

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Down Payment Assistance Program Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of **\$158,110.00** plus any financed VA Funding Fee or FHA MIP for a term of **30** year(s), at an initial interest rate not to exceed **5.000** % per annum (the "Loan").

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

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

Buyer's initials  Seller's initials _____

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

Other Property Address: _____

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

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

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

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

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

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

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

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

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

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

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

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

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

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

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

6. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

Buyer's initials  Seller's initials _____

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

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

7. SELLER REPRESENTATIONS:

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

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

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

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

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

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

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

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

Owners' association website address, if any: _____

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

Owners' association website address, if any: _____

Buyer's initials DS M M Seller's initials _____

8. SELLER OBLIGATIONS:

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

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

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

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

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

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

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

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

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

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

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

Buyer's initials DS MM Seller's initials _____

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

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

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

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

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

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

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

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

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

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

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

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

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

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

Buyer's initials DS M m Seller's initials _____

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

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

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

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

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

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

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

Identify other attorney or party drafted addenda: _____

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

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

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

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

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

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials  Seller's initials _____

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

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

Date: April 26, 2021

Date: _____

DocuSigned by:
Buyer *Marquita Macon*
Marquita Macon

Seller _____

Date: _____

Date: _____

Buyer _____

Seller _____

Entity Buyer: _____

Entity Seller: _____

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

City of Concord, NC

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

By: _____

By: _____

Name: _____
Print Name

Name: **Lloyd W. Payne** _____
Print Name

Title: _____

Title: **City Manager** _____

Date: _____

Date: _____

WIRE FRAUD WARNING

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

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

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

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 35 Cabarrus Ave. West, Concord, NC

Seller Fax#: (704)795-0983

Seller E-mail: begop@concordnc.gov

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

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

Individual Selling Agent: Joslyn Blackburn
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 258606

Selling Agent Phone#: (704)559-9665

Selling Agent Fax#: _____

Selling Agent E-mail: joslynsellsrealestate@gmail.com

Listing Firm Name: _____
Acting as Seller's Agent Dual Agent
Firm License #: _____
Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials DS M m Seller's initials _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: Marquita Macon _____ ("Buyer")

Property Address: 524 Allison St NW, Concord, NC 28025-4450 _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____

Firm: _____

By: _____

(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____

Seller: _____

(Signature)

Date: _____

Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

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

Date: _____

Firm: SHEPARD LAW, PLLC

By: _____

(Signature)

(Print name)

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

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

Date: _____

Firm: SHEPARD LAW, PLLC

Time: _____ A.M. P.M.

By: _____

(Signature)

(Print name)



Reinhausen Manufacturing Inc., 2549 North 9th Avenue, Humboldt, TN 38343

City of Concord
Concord North Carolina
PO Box 308
Concord NC 28026

Offer 10410924

Contact person Wayne Brewster
E-mail w.brewster@us.reinhausen.com
Phone +1-731-562-4152
Fax +1-731-784-7682
Your inquiry Email
Date of inquiry 05/06/2021
Project MRC012155 Set RMT-I-13/3
Notification 300519009
Your customer no 751906
Date 05/20/2021
Page 1 / 17

Dear Sir or Madam,

We thank you for your above mentioned inquiry and offer - based on the conditions stated below - as specified on the following pages.

NOTE:

A \$5,000.00 discount per project will be given For multiple projects ordered

Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
1	MREXPENSEF	EXPENSES - FLAT	1	PU		
		Note sales			Expenses prices are calculated based on the normal duration of the works according the scope of work. If additional time is needed for extra activities such as safety training, special labor or weather delays, additional expenses would be charged at the correspondent daily rates.	
2	MRSERVICEF	SERVICE - FLAT MR0000000	1	PU		
		Equipment Description:			Dummy Equipment Service	

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Phone +1 (731) 784-7681
Fax +1 (731) 784-7682
www.reinhausen.com

President: Bernhard Kurth

Reinhausen Group

Regions Bank Account: 7510125407

ABA number: 062005690

Swift Code: UPNBUS44

Federal Id # 62-1413391

Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
		General:				
		Service type			Product replacement	
		Number of employees			2	
		Number of days for the service			4 Day(s)	
		Production resources / tools			Automobile	
		Production resources / tools			Lifting device RMT	
		Production resources / tools			Lifting device UTT-LTX	
		Note sales			Depending upon the findings of the technician, a return trip may be necessary in order to correct any issues which may be discovered. A return trip would be billed to the customer at the applicable rate. (Per RM Rate Sheet).	
					Prices do not include Special Labor or Site Specific Safety Rules or Special Customer Requirements for this type of work. If there are specific requirements, please let us know wo we can we can review and revise the offer accordingly (if needed).	
					Extra time, such as Safety Training or Special Customer Requirements will be billed at the appropriate crew and equipment rates. Delays beyond the control of RM, including weather, will be billed at appropriate crew and equipment rates.	
10	79920000	Transformer Services	1	PU		
		Type Service: Maintenance / repair / inspection / modification				
		Equipment:				
		Travelling costs and allowances are not included and will be charged separately.				
		Place of work:				
		Period of service provision:				
20	SETRM	Set consisting of following items 30 to 40:				
		ON-LOAD TAP-CHANGER VACUTAP® UTT-LTX: UTT-LTX-1320-15				
		Reactor-type tap-changer Accessories				
		Pcs	1			

General:

Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		
		Ambient temperature	-25 °C...+50 °C	
		Language of drawings	English	
		Language of nameplates and decals	English	
		Painting exterior	Finish, gray ANSI #70	
		Painting LTC tank, interior	Primer, gray, catalyzed epoxy	
		Quantity of operation instructions for the transformer-operator	1	
		Language of operating instructions for the transformer-operator	English	
		Transformer data:		
		Type of transformer	Separate winding transformer	
		Number of phases for transformer(s)	3-phase	
		Mode of operation	Network application	
		Rated power of transformer	27.00 MVA	
		Capacity	RCBN	
		Frequency	60.00 Hz	
		Insulating medium (Transformer)	Mineral oil	
		Electrical connection of tapped winding	Star, in neutral	
		Range of regulation "PLUS" [%]	10.00	
		Range of regulation "MINUS" [%]	10.00	
		Regulated voltage	13.20 kV	
		Vector connection regulated voltage	Y	
		Constant voltage	43.80 kV	
		Vector connection constant voltage	D	
		Number of electrical steps	32	
		Induction of tapped transformer	constant	
		Type of change-over selector	Reversing change-over selector	
		Max voltage between U _{tap} -tap	95.30 V	
		Max. rated through current	1,181.00 A	
		Voltages:		
		Test voltages	according to Technical Data	
30	BRMUT000	ON-LOAD TAP-CHANGER VACUTAP® UTT-LTX: UTT-LTX-1320-15		
	1	Pcs		
40	BRMVAC00	Reactor-type tap-changer Accessories		
	1	Pcs		
		Design:		
		Tap changer design	33 positions / 32 steps	
		Number of positions	33	

Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		
		Designation of positions	16L...N...16R	
		Position with maximum number of turns	16R	
		Accessories:		
		Lead assembly	complete	
		Storage Tank	with	

This Storage Tank is to be returned by customer to Reinhausen Manufacturing upon completion of work.

50	D04033	Returnable Storage Tank		
	1	Pcs		
60	1001535400	DRIVE SHAFTS FOR UTT-LTX		
	1	Pcs		
		Drive shafts:		
		Painting	ANSI 70, Light gray	
		Corrosion resistance	C4H in accordance with ISO 12944-2 (2018) Coating for exterior applications with duration of protection up to 25 years Typical environments: Industrial areas and marine areas with moderate salt pollution.	
		1 horizontal shaft H1 = with guard plate + mounting material	400 mm	
		1 vertical shaft V1 = with mounting material	400 mm	
70	1001535300	TAPMOTION ED200L FOR UTT-LTX		
	1	Pcs		
80	77421300	MPreC 10psi / 685-SM10NS1A1LM		
	1	Pcs		
		Product	MPREC® Pressure relief device	
		Article designation	LMPRD-10psi	
		Pickup pressure	10 psi / 68.9 kPa / 0.69 bar	
		Number of micro-switches	1	
		Micro-switch-design	per microswitch 1x NO, 1x NC galvanically insulated	
		Max. continuous current	10.0 A	
		Switching capacity	24V DC to 220V DC Making capacity 130W L/R < 40 ms Breaking capacity 25W L/R < 40 ms 230V AC Making capacity 250VA cos φ > 0,5 Breaking capacity 60VA cos φ > 0,5	
		Insulation test voltage	2,5kV AC / 1min.	
		Electrical connection	ANSI, 3 pin, 1 switch	

Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		
		Gasket material	NBR for mineral insulating oils	
		Color of indicator pin	red (for NBR-Gasket)	
		Type	Standard-cover	
		Bleed screw	provided	
		Cover material	Aluminium	
		Color	powder coated RAL 7038	
		Semaphore	provided (color yellow)	
		Protection class	IP65	
		Ambient temperature	-40 °C ... +80 °C	
		Quantity of operation instructions for the transformer-manufacturer	1	
		Language of operating instructions for the transformer-manufacturer	English	
90	74887900	ANSI FEM.CONN.+CABLE_3PIN_300"		
	1	Pcs		
100	SERVICERM	Spare part(s) / Modification:		
	1	MESSKO PRD MOUNTING HARDWARE		
		Pcs		
		General:		
		Corresponding message	300518102	
		Corresponding equipment number	MRC012155	
		Corresponding product	Messko-Products	
		Component assembly, detail	PRD mounting hardware	
110	77012002	MTO-1FOOOA0516G1CALORA059C0200		
	1	Pcs		
		Product	MTO-oil level indicator	
		Article designation	MTO-STF160/1CO/RM	
		Switching capacity	15A/250VAC or 0.25A/220VDC	
		Indicator:		
		Housing	RAL 7038 standard achat grey	
		Term. cover/inscription color	USA version yellow	
		Dial markings	HI (70°)	
		--	+25 °C (0°)	
		--	LO (-35°)	
		Number limit switches	1	
		Switch type	not adjustable	
		Switching mark	-35°	
		Analogue / digital output	not provided	
		Switching point K1	not provided	

Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		
		Electrical connection	ANSI connector	
		Flange:		
		Special option	not provided	
		mounting flange	RM	
		Type of drive	Radial, straight design	
		Support tube length	59 mm	
		Float:		
		Float design	Radial, RM design, cylindrical float, brass rod	
		Length of rod	200 mm	
		Protection class	IP55	
		Ambient temperature	-40 °C ... +70 °C	
		Dial code	0516	
		Quantity of operation instructions for the transformer-manufacturer	1	
		Language of operating instructions for the transformer-manufacturer	English	
120	74887900	ANSI FEM.CONN.+CABLE_3PIN_300"		
	1	Pcs		
130	77138800	RM- GASKET (OIL GAGE) 50114100		
	1	Pcs		
140	40007400	HEXAGON HEAD SCREW		
	4	Pcs		
150	1012982600	SEALING WASHER TYPE A		
	4	Pcs		
160	1012689900	MTRAB-1SAA4NTLPNNNNN03		
	1	Pcs		
		Product	MTRAB® Dehydrating Breather	
		Article designation	DB100RM (OLTC/LTC)	
		Design	DB100	
		Voltage / Design	120 V	
		Control	Alpha control	
		Analog output signal	2x 4-20mA	
		Test button	provided	
		Terminal box	RAL 7038 achat grey	
		Electrical connection	3x ½" - 14NPT	
		Special design	no special option	
		Supply voltage	120 V AC / DC - 480 W	

Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		
		Power	480 W	
		Signaling contact	1x Change-over for device malfunction 1x Change-over for silica heating	
		mechanical installation	Oval flange acc. to DIN 2558 80x45mm, 2 holes ø11.5mm on a PCDø55mm including a paper gasket	
		Protection class	IP66/67	
		Ambient temperature	0 °C to +70 °C	
		Quantity of operation instructions for the transformer-manufacturer	1	
		Language of operating instructions for the transformer-manufacturer	English	
170	77251301	CIRCUIT BREAKER SIEMENS 1 POLE 15 AMP, D		
	1	Pcs		
180	58190501	END CLAMP		
	2	Pcs		
190	77115500	DIN RAIL PERFORATED - NS 35/ 7,5		
	4	"		
200	RMMATERIAL	SERVICE MATERIAL FOR OLTC MR0000000		
	1	Pcs		
		Equipment Description:	Dummy Equipment Service	
		General:		
		Corresponding equipment number	MR0000000	
		Note sales	Re-stocking fee: For ≤ \$1,000: \$375 (base price) For > \$1,000: \$375 + 20% of the amount above \$1,000 **ITEMS WITH MATERIAL NUMBER SET, SETRM, SETERSATZ, SERVICERM OR BRMEL CANNOT BE RETURNED**	
			Items shipped (parts, tools, fixtures, etc) are not prepared for storage in unheated buildings or outdoors. For this reason, such items must be stored in a moisture-free, dry, & clean environment.	
270	79970000	FLEETSCAN2D		
	1	Pcs		

Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
		Flat rate. Type of diagnosis: "Description and requirements"				
		Including working time, measuring device(s) and written report and recommended action.				
		Necessary preparations to be done by the customer: The transformer must be de-energized and disconnected on all sides in accordance with valid safety regulations.				
		A 100-240 VAC / 50-60Hz / 16 A power supply must be available for the measuring device.				
		The customer must provide a manlift for access to the bushings if they are not accessible from the ground.				

Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
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"Flatrate, including:

Evaluation of provided data and final report.

The evaluation contains condition assessment based to the 2-index MR method. The result shows all transformers with regard to their failure risk and their remaining lifetime. In addition to the illustration of the complete transformer fleet the report also will display the result of each single transformer including recommended action.

Please provide minimum the following data:

- Oil analysis (DGA and chemical) not older than 1 year
- Oil analysis history (older reports)
- Service reports (Tap-changer and Transformer)
- some photos of the transformer

and if available:

- results of electrical measurements
- raw photos of thermography
- other technical information

The evaluation and creating the report will take about 4 weeks, after all required data was received."

"Disclaimer

Rights of use

The customer hereby grants MR and its affiliated companies (in accordance with §§ 15et seqq. AktG , German Companies Act) a non-exclusive, irrevocable, transferable, perpetual, worldwide and unrestricted right to use the technical data and documents for all types of use free of charge, in particular to use the technical data and documents internally and externally in whole or in part, online or offline, and to modify, to duplicate and to combine them with other data, to distribute and/or to publish them in an anonymized form and/or to use them in the process of developing products and services; this also applies to the customer data collected by MR and/or its affiliates.

Warranty and liability

The analysis results exclusively refer to the collected data and/or to the technical data and information provided by the customer (if any). The analysis results as well as the interpretation and recommendation derived hereof are provided to the best of MR's knowledge on the basis of the current state of the art technology. MR assumes no warranty, guaranty and/or liability, expressed or implied, for any effects on field devices, processes, workflows by using the analysis results and/or for measures derived from the analysis results.

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City of Concord
PO Box 308
Concord NC 28026

Document number
10410924

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Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
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Reinhausen Manufacturing Inc.
2549 North 9th Avenue
Humboldt, TN 38343

Phone +1 (731) 784-7681
Fax +1 (731) 784-7682
www.reinhausen.com

President: Bernhard Kurth

Reinhausen Group

Regions Bank Account: 7510125407

ABA number: 062005690

Swift Code: UPNBUS44

Federal Id # 62-1413391

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Item	Material no.	Designation	Price (USD) / Unit	Value (USD)
	Qty.	Unit of measure		

280	79920000	Beckwith Controller and Installation		
	1	PU		
		Type Service: Maintenance / repair / inspection / modification		
		Equipment:		
		Travelling costs and allowances are not included and will be charged separately.		
		Place of work:		
		Period of service provision:		
Total of items				159,888.25
Delivery costs				550.43
Final amount				160,438.68

Reinhausen Manufacturing Inc.
 2549 North 9th Avenue
 Humboldt, TN 38343

Phone +1 (731) 784-7681
 Fax +1 (731) 784-7682
 www.reinhausen.com

President: Bernhard Kurth

Reinhausen Group

Regions Bank Account: 7510125407

ABA number: 062005690

Swift Code: UPNBUS44

Federal Id # 62-1413391

Reinhausen Manufacturing (RM) will provide non-union labor, crew and equipment to remove existing parts from existing tap changer in an effort to install an UTT-LTX solution.

RM General Responsibilities:

1. Provide UTT-LTX Parts
2. Provide UTT-LTX Trained Technicians
3. Provide testing of transformer as described
4. Provide Test Equipment
5. Provide Beckwith Controller Model M-2001D and Installation

Scope of Work:

1. Mobilize to Sub H – 289 US Hwy 601 Bypass, Concord, NC
2. Perform Pre-Job Brief to Identify Hazards
3. Perform pre-testing of unit as listed:
 - TTR in all OLTC positions with DETC in as found
 - Winding Power Factor and Capacitance
 - Insulation Resistance (Megger)
 - Winding Resistance in all OLTC positions with DETC in as found
4. Drain OLTC existing oil into customer provided drums
 - Customer to provide disposal
5. Perform internal disconnect of OLTC leads and components
 - Internal inspection and work within main tank of unit is not included
6. Remove existing OLTC
 - Customer to provide disposal of existing OLTC
7. Install UTT-LTX Solution
8. Perform internal UTT-LTX connections
9. Perform pressure check to ensure no leaks
10. Perform TTR on all OLTC taps with DETC in as found
11. Perform OLTC check-out and testing to include
 - Make/Before Break
 - Monitoring system operation (trip test)
 - Electrical limit verification
 - Mechanical limit operation
 - Contact engagement
 - Correct operation of vacuum interrupter assembly
12. Fill UTT-LTX with customer provided mineral oil - approx. 360 USG
 - Oil to be filled utilizing a filter press
13. Perform control cabinet modifications as required for new UTT-LTX
14. Install new motor drive and wire as required
15. Perform Final Testing as listed:
 - Transformer Turns Ratio (TTR)
 - DETC in as found tap position
 - OLTC all positions
 - Winding insulation power factor and capacitance
 - Bushing PF and Capacitance (C1/C2)
 - Single phase excitation current, with reduced voltage
 - Winding Resistance in as found tap position only
 - Insulation Resistance (Megger) Core Ground (if accessible)
 - Insulation Resistance (Megger)
 - Verify Controls and Alarms
 - FLIR (to be performed while transformer is energized)

- Operational check of LTC controls
- 16. Provide redline mark-up of existing wiring drawings
- 17. Review test results with customer personnel
- 18. Clean-up site and prepare for demobilization
- 19. Demobilize from site after approval from customer

Customer's Responsibilities:

1. Provide Clear and Easy access to the transformer
2. Provide to RM UTT-LTX Retrofit parts storage location for shipment and delivery to respective worksite as required
3. Provide legacy Test Reports; Oil & Electrical
4. Provide Non-PCB Reports
5. Provide Wire Pull and/or Conduit Runs as required
6. Provide Oil Containment (Scrap Drums for old Oil) for waste oil and any/all disposal activities thereof
7. De Energize unit, open switches on both ends, lock out/tag out and provide visible grounds
8. Any and All Site Safety Equipment outside of hardhat, safety shoes & safety glasses
9. Perform any and all Safety Training/Instruction to RM Technician on site and provide RM PPE List prior to mobilization such that proper PPE can be obtained.
10. Lock-Out/Tag-Out, FME and Confined Space Procedures as site requires

Note: The transformer must be properly grounded, disconnected, and safe guarded against reconnection. All grounding must be visible.

11. Providing of control power
12. Scaffolding
13. Small crane or boom truck
14. Oil containment for existing OLTC oil and disposal
15. Purchase and delivery of new mineral oil for OLTC - Approx 360 USG
16. Wiring between the transformer control cabinet and control house or any design work of new control features

Notes/Proposal Options:

1. Price based on one day mobilization to site.
2. Price does not include utilization of existing INCON Devices or similar
3. Price does not include dry-out of existing LTC nor oil
4. Price does not include repair of LTC nor any associated parts as a result of water damage, or other
5. Price does not include repair of existing damaged or worn LTC parts. This will involve additional time and additional parts
6. Price assumes existing stationary and moveable contacts are in fit-for-duty condition
7. Price does not include welding or leak repairs associated with LTC
8. Prices do not include Special Labor or Site Specific Safety Rules or Requirements for this type of work. If there are specific requirements, please forward and we can review.
9. Two Reinhausen LTC specialist and two Transformer specialist working 10 hours per day, 7 days per week for a period of 4-5 days. Extra time, such as safety training, will be billed at the appropriate crew and equipment rates.
10. Delays beyond the control of RM, including weather, will be billed at appropriate crew and equipment rates.
11. Purchaser shall provide communication and sanitation facilities
12. No Provisions have been made for Secondary Oil Containment as may be required for compliance to local site programs
13. INCO Terms (Parts): Exworks Concord, USA
14. Service dates have yet to be determined

15. Service (Travel; Work Hours and Expenses) calculated for week days work ONLY. Rates for the weekend (Saturday, Sundays and Holidays) are different from the one's on this offer – these will be applicable should work or travel occur on Sundays or Holidays.

17. Taxes, Duties and any other Customs fees are the responsibility of the customer. These charges must be paid by the customer.

18. Price is US Dollars

20. Terms and Conditions are hereby set forth by Reinhausen Manufacturing Inc.

21. Special tools are required for the installation and assembly of the UTT-LTX Load Tap Changer.

22. *****IMPORTANT*** PARTS MUST BE STORED IN CLIMATE CONTROL ENVIRONMENT TO PREVENT ANY SOURCE OF RUST AND CORROSION.**

INCOTERMS:	EXW Humboldt, TN
Terms of payment:	30 days after date of invoice
Terms of delivery:	The delivery and/or service is based on enclosed "REINHAUSEN MANUFACTURING, INC. STANDARD SALES TERMS AND CONDITIONS".
Validity period:	08/08/2021
Price agreement:	The offer with the stipulated prices applies to orders made within the above mentioned validity period and for deliveries until 12/31/2021
Delivery time:	The delivery time is approx. 12 weeks (ex works) after receipt of the order for which all technical and commercial details have been clarified.

If we can be of any further assistance, please do not hesitate to contact us.

Best regards,

Reinhausen Manufacturing Inc.

This document was computer-generated and does not require a signature.

City of Concord
PO Box 308
Concord NC 28026

Document number
10410924

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Please refer to the attached enclosures as applicable.

Kindly note:
Please settle prospective payments only to one of the below mentioned accounts.

ETOS®. Automation of power transformers - experience digitalization.for yourself

Reinhausen Manufacturing Inc.
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Enclosures

10410924

Drawing	Version	Description	Item
5068921	00	UTT-	30
5078778	00	UTT-	30
100161430E	00	UTT- LTX (Standard)	30
2672235	03	Terms and Conditions RM	
2792698	03	Service conditions RM	

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for a sale of goods from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, the attached Reinhausen Manufacturing, Inc. Standard Service Terms and Conditions shall apply in addition to Reinhausen Manufacturing, Inc.'s Standard Sales Terms and Conditions.

General:

- a. This sale is made, and expressly conditioned on, Buyer's assent to the terms and conditions contained herein and no others. Notice of objection is hereby given to any different or additional terms and conditions whether major or minor in character. Buyer's acceptance of the product or service shall be conclusive evidence of Buyer's assent to the terms and conditions contained herein.
- b. This writing is intended as the final, complete and exclusive statement of the terms and conditions on which this sale is made. This writing supersedes all prior written agreements and correspondence and any oral agreements or representations made contemporaneously herewith.
- c. The terms and conditions contained herein will govern all future sales by Seller to Buyer unless otherwise agreed by Seller in writing.
- d. Quotations, proposals and other related documents, such as drawings, wiring diagrams, etc. and weight indications, are not binding upon Seller unless so specifically stated in writing. Seller retains exclusive ownership and copyrights of all documents. Drawings and other documents relating to quotations and/or proposals are to be returned without delay on demand if order is not placed.

Agreement Documents: The Order Confirmation and any attachments are the sole and exclusive agreement of Seller and Buyer for the products and services in the Order Confirmation, and no other document, will be part of this agreement. Terms contained in the Buyer's response to, or acknowledgment or acceptance of, this Order Confirmation, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Buyer) are specifically rejected by Seller. Seller's offer to sell as provided in the Order Confirmation may not be modified by Buyer's counter-offers. Notwithstanding the foregoing, if this Order Confirmation is deemed an acceptance by Seller of a Buyer offer or counter-offer, then such acceptance is expressly made conditional on Seller's assent to all of the terms of this Order Confirmation, including those that are additional to, or different from, the terms of Buyer's offer or counter-offer. The terms and conditions of this Order Confirmation are subject to change without notice.

Prices: Prices are calculated to correspond with the cost situation at the time of the Order Confirmation. Seller reserves the right to adjust prices accordingly should the cost situation change. Prices quoted are valid for thirty (30) days unless

otherwise stated in the quotation. Changes in product specifications or deliveries shall be subject to change in prices.

Taxes: Buyer is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of products or services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by Buyer to Seller for products and/or services provided to Buyer under or pursuant to the Order Confirmation.

Terms of Payment and Acceptance:

- a. An invoice will be issued when the products set forth in the Order Confirmation are shipped or when the services set forth in the Order Confirmation are scheduled, and terms of payment are net within thirty days from date of invoice unless different terms were stated by the seller in the quotation/order confirmation.
- b. If payments are not made in accordance with these terms, a service charge will, without prejudice to any rights of Seller, including that to immediate payment, be added to the account of Buyer in an amount equal to the lower of 1-1/2 % per month or fraction thereof or the highest legal rate on the unpaid balance.
- c. If, in the judgment of Seller, the financial condition of Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.
- d. In the event Buyer becomes insolvent or insolvency or bankruptcy proceedings are instituted by or against Buyer under state and/or federal law, Seller may refuse to deliver products or to render services except for cash, including payment for all products previously delivered and services previously performed, may stop delivery of any products in transit or performance of any services in progress, and may, if permitted by applicable state and/or federal law, cancel this order and recover its proper cancellation charges from Buyer or Buyer's estate.

Terms of Delivery:

- a. Unless otherwise agreed in writing by Seller, all products are sold F.O.B. point of shipment, and do not include installation. Regardless of the manner of shipment, title to the goods and the risk of loss or damage thereto shall pass to Buyer upon delivery to the Buyer by Seller at the Buyer's location or upon tender to Buyer at Seller's location.
- b. Except in the case of F.O.B. destination shipments, Seller shall have no liability for concealed or other shipment damage. When shipment has been made on an F.O.B. destination basis, Buyer must unpack immediately and, if damage is discovered, must:

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



- o Not move the product from the point of examination; retain shipping container and packing material;
 - o Notify the carrier of any apparent damage in writing on the carrier's delivery receipt and request the carrier to make an inspection;
 - o Notify the Seller's location for which the shipment originated within 72 hours of delivery; and
 - o Send Seller a copy of the carrier's inspection report.
- c. The period for delivery shall be calculated from the date on which Seller has signed a written agreement accepting Buyer's order. The delivery period can only be maintained if all necessary documents, specifications, authorizations, etc. to be provided by Buyer have been received in due time, and all commitments as well as terms of payment agreed upon have been fulfilled. Should these prerequisites not be complied in due time, the delivery period will be extended appropriately.
- d. In the event of mobilization, war or insurrection or of strike or lock-out of the relevant departments of Seller or sub-suppliers, or of a rejection of an important component or of other circumstances beyond Seller's control, thus preventing Seller from timely carrying out its obligations, the delivery period will be extended appropriately.
- e. Seller will endeavor to keep to the indicated delivery periods to the best of its ability. Seller, however, shall have no liability for damages due to delay, and Buyer shall have no right to cancel its order, unless Seller and Buyer have executed a separate written agreement in this respect.
- f. Partial deliveries are permissible.

Risk of Loss:

- a. Regardless of the manner of shipment, all risk of loss or damage will pass to Buyer upon the earlier of (1) tender to the carrier at the factory or warehouse of Seller or (2) if shipment is delayed at Buyer's request, at the time the product is ready for shipment. If requested by Buyer in writing, Seller will insure the product against shipment damage at Buyer's expense.
- b. Shipment shall not be delayed at Buyer's request except on terms that will indemnify Seller against all loss and additional expense including, but not limited to, demurrage, handling and storage charges. If requested by Buyer in writing, Seller will insure the product for the period of such delay at Buyer's expense.

Limited Warranty:

- a. Except as otherwise agreed to in writing by Seller, Seller warrants that the products manufactured by it and services performed by it will be free of defects in workmanship and material for the period of (2) year from the date of shipment or performance. This limited warranty does not cover, and Seller makes no warranty

regarding, the following: (1) parts that are not manufactured by Seller; (2) defects or failures caused by accident or improper handling or installation by persons other than Seller; (3) defects or failures caused by the failure to use or maintain the products according to Seller's recommendations; (4) products manufactured pursuant to plans, specifications, drawings or designs submitted or approved by Buyer; and (5) defects or failures caused by alteration, modification, or repair of products by persons other than Seller. This warranty extends to Buyer only and does not extend to any transferee, assignee or successor of Buyer.

- b. THIS SALE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, FITNESS, CAPACITY, QUALITY OR ANY OTHER MATTER CONCERNING THE PRODUCTS EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH WITHOUT LIMITING THE FOREGOING, THIS SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Exclusive Remedy; No Consequential Damages

- a. In the event any product or service supplied hereunder fails to comply with the limited warranty set forth in the preceding section and Buyer provides written notice to Seller within two years from the date of shipment or performance, Seller will correct such nonconformity by repair or, at its option, by replacement of the defective part, parts or service F.O.B. its factory or repair facility. In no event shall Seller be responsible for gaining access to the product, disassembly, reassembly and transportation of the product or parts from and to the place of installation. If Seller is unable to remedy the defect within a reasonable time, Seller shall, at its election and in its discretion, either replace the product or refund the purchase price.
- b. THE REMEDIES PROVIDED FOR IN THIS SECTION SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR SELLER'S BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

Limitation of Liability:

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SELLER ITS AFFILIATES ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF SELLER, OR FOR ANY SPECIAL, PUNITIVE,

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

- b. THE TOTAL CUMULATIVE LIABILITY OF SELLER WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT, PART OR SERVICE ON WHICH SUCH LIABILITY IS BASED.

Termination: Any order or contract may be terminated by Buyer only by written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination. All additional costs resulting from the termination and 10% of the final net price will be included in the termination charges to compensate for disruptions in scheduling, planned production and other direct costs. Payment shall be made within 30 days from date of invoice.

Force Majeure: Notwithstanding anything contained in these terms and conditions to the contrary, neither Seller nor Buyer shall be liable for failure of performance hereunder if occasioned by war, declared or undeclared, acts of terrorism, civil unrest, epidemic, pandemic, riots, strikes, labor disputes, work stoppages, international or malicious acts of organized opposition, governmental actions including without limitation shelter-in-place orders, orders, restrictions or regulations, interruption of transportation, delays, prohibition of import or export of goods, embargo, closure of public highways, railways, airways or ports, seizure under legal process, acts of God, including without limitation, tornado, hurricane, cyclone, windstorm, tidal wave, earthquake, flood, fire, power failure, water sprinkler leakage, insect, explosion or any other cause beyond the control of Seller or Buyer. Any suspension of performance by reason of force majeure shall be limited to the period during which the cause of failure exists. The party claiming Force Majeure shall give prompt written notice to the other of any such event or circumstance, and the notifying party shall cooperate in good faith with the other to minimize and mitigate the impact of any such event or occurrence and do all things commercially reasonable under the circumstances to achieve such goal. No adjustments to pricing and schedule shall be made to account for a Force Majeure event and its resulting impact on the work, without prior written approval of Seller and Buyer.

Held Orders: Any orders held or delayed or rescheduled at the request of Buyer will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held, delayed or rescheduled beyond a reasonable period of time will be treated as a Buyer termination. When a product is ready for shipment and shipment cannot be made because of reasons beyond Seller's control, Seller shall submit an invoice for such product payable upon receipt thereof and shall, upon

written notice to Buyer, store such product. In such event, the following conditions shall apply:

- a. Risk of loss of the product shall pass to Buyer upon moving such product to storage; and
- b. All expenses, incurred by Seller in connection with the storage of the product including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by Buyer upon submission of invoices by Seller.

Cancellation by Seller: Seller shall have the right to cancel the contract at any time by written notice for any breach of the contract by Buyer.

Procedure for Returning Products: Authorization and shipping instructions for the return of any product must be obtained by Buyer from Seller before returning the product. The product must be returned with complete identification in accordance with Seller's instructions or it will not be accepted. Where Buyer requests authorization to return a product for reasons other than breach of warranty by Seller, Buyer will be charged for placing the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Seller. In no event will Seller be responsible for a product returned without proper authorization and identification and payment of costs related thereto.

Export Packaging: Prices include products having standard domestic packing only. Any request by Buyer for packing for overseas shipment shall result in addition to the contract price.

Minimum Billing: The minimum billing charge shall be \$50 plus transportation charges as indicated in the "Terms of Delivery" section above.

Product Notices: Buyer shall provide the user (including its employees) of the product with all Seller's supplied product notices, warnings, instructions, recommendations and similar materials.

Additional Conditions Applicable to Nuclear Applications:

- a. In the event that Buyer or third parties use the product or any part thereof in connection with any activity or process involving nuclear fission or fusion or any use or handling of any source, special nuclear or byproduct material as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended, Buyer, at no expense to Seller, shall have arranged for insurance coverage, indemnities, waivers of liability, recourse and subrogation in such amounts and under such terms and conditions as may be acceptable to Seller, and fully adequate in the opinion of Seller to protect Seller (and its subcontractors or suppliers of any tier) against any and all loss, costs, damage or expenses and claims and demands therefore, in contract, in tort or otherwise, including the cost of investigating, litigating and/or settling any such claims or demands, on account of bodily injury, sickness, disease or death to any person or the loss of, loss of use of or damage to the property of any person whether located on or off the site of a nuclear installation, arising out of or resulting from the

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



radioactive, toxic, explosive or other hazardous properties of source, special nuclear or byproduct materials, as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended.

- b. In the event that Buyer resells, distributes or in any way relinquishes control of the product or services to a third party, Buyer shall require from such third party compliance with all requirements under this Section, and (2) assurance that any subsequent buyer of the product or services shall comply with all requirements under this Section.
- c. Seller shall not be obliged to deliver the product until such insurance, indemnities and waivers have been produced by Buyer and are legally operative in Seller's favor, and upon Buyer's failure to do so, Seller may rescind the sale without liability for damages of any nature.

Governing Law: The terms and conditions of this contract shall be governed by and construed and enforced in accordance with the laws of the state of Tennessee without giving effect to the principles of conflicts of law.

Assignment: The rights and obligations under this contract shall not be assigned or delegated by Buyer without prior written consent of Seller. Any attempted assignment or delegation in contravention of this Section shall be void.

Remedies: The warranties and remedies available to Seller under the terms of this contract shall be cumulative in addition to those implied or available at law. No waiver of any breach of this contract shall be construed to constitute a waiver of any other breach or of any provisions hereof.

Consent to Jurisdiction: Buyer hereby irrevocably submits to the jurisdiction of any Tennessee court sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee over any action or proceeding arising out of or relating to this contract or the products and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Buyer further agrees that venue for any such action shall lie exclusively with courts sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee, unless Seller agrees to the contrary in writing. Seller agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Expenses and Attorneys' Fees: Buyer agrees to pay any and all costs and expenses (including without limitation, reasonable attorneys' fees and litigation expenses) incurred by Seller and arising out of or relating to Buyer's breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty made by Buyer.

Amendment and Waiver: This contract cannot be amended, changed or modified, except by a writing signed by both parties. No acceptance of less than full, conforming performance by either party shall be deemed a waiver of that party's right to full, conforming performance at a subsequent time. Parole or extrinsic evidence and evidence of course of

dealing, usage of trade or course of performance shall be inadmissible to contradict the express terms of this contract or to supply any additional terms.

Severability: In the event that any one or more terms or provisions hereof shall be held void or unenforceable by any court, all remaining terms and provisions hereof shall remain in full force and effect.

Writings: If the terms hereof require that any consent, agreement or other item be provided in "writing," then such consent, agreement or other item must include a hand-written signature. Emails, voice mails and other forms of records that do not require handwritten signatures shall not qualify as a "writing" for the purpose hereof.

Intellectual Property: Buyer grants Seller all rights and licenses necessary for Seller and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this contract. Buyer shall not use the name or trademarks of Seller or its affiliates or refer to or identify Seller or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of Seller.

Ownership of Products: All work products developed by Seller and provided to Buyer under this contract are and shall remain the personal property of Seller.

Indemnification: Buyer agrees to defend, hold harmless, and indemnify Seller and its affiliates from any claim (including without limitation costs, expenses and attorney's fees) arising from (1) claims that any of Buyer's specifications infringe on any intellectual property rights, and (2) the failure of Buyer to comply with its warranties and obligations under this contract.

Insurance: Buyer shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Buyer's industry practice.

REINHAUSEN MANUFACTURING, INC.

STANDARD SERVICE TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for Technical Service from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, Reinhausen Manufacturing, Inc.'s Standard Service Terms and Conditions shall apply in addition to the attached Reinhausen Manufacturing, Inc. Standard Sales Terms and Conditions.

Workplace Safety: Prior to performance of any of the services set forth in the Order Confirmation, Buyer shall conduct a workplace hazard assessment for the site where the services set forth in the Order Confirmation are to be performed. This assessment shall identify all site hazards and inform Seller's technicians of accident procedures and evacuation plans. Buyer shall also prepare a written certification labeled "Certification of Hazard Assessment" certifying that the workplace hazard assessment was completed for the services set forth in the order confirmation. In addition to the workplace hazard assessment, Buyer shall ensure that a pre-job meeting and/or pre-job brief is provided to Seller's technicians to perform the services set forth in the Order Confirmation. Buyer shall document that a pre-job meeting occurred and/or document that Seller's technicians received a copy of the pre-job brief. Buyer shall also ensure that upstream and downstream isolation switches are open, grounds have been placed on all windings (HV, LV & TV), and that appropriate lock-out/tag-out procedures have been followed. In the event that the services set forth in the Order Confirmation must be performed when equipment is energized, the tap changer must be locked on a fixed tap. If an unsafe condition arises, Seller's technicians reserve the right to stop work until the unsafe condition is corrected.

Authority: Seller's technicians are expressly without authority to bind Seller or REINHAUSEN to any contract, agreement or acknowledgment of liability.

Staffing: Seller reserves the right to assign which of its technicians will carry out the services set forth in the Order Confirmation. The assignment of Seller's technicians is dependent on the services set forth in the Order Confirmation, the site where the services are to be performed, and the availability of Seller's technicians. Buyer must make requests for specific service dates at least three weeks before services are to be performed so that attempts can be made to honor the requested service date. Any preliminary work to take place at the Seller's Humboldt, Tennessee facility will be billed at flat rate equal to the hourly service rate set forth in the Order Confirmation multiplied by the sum of total number of work days and total number of Seller's technicians used to perform the services set forth in the Order Confirmation.

REINHAUSEN Specialists: If it is necessary that an REINHAUSEN Specialist performs any of the services set forth in the Order Confirmation, Buyer shall obtain and provide the REINHAUSEN Specialist with the necessary entry visas and work permits prior to departure of the REINHAUSEN Specialist. All terms and conditions referring to Seller's technician shall apply equally to an REINHAUSEN Specialist.

Auxiliary Equipment and Personnel: Buyer shall supply all necessary auxiliary equipment (e.g., lifting devices, oil containers, oil pumps, scaffolding, etc.) and personnel. Buyer is also responsible for obtaining auxiliary personnel to drain tap changer oil, handle tap changer oil, vacuum fill tap changer oil and dispose of waste tap changer oil.

- a. Buyer agrees to defend and indemnify seller for any and all liability arising from delays in obtaining necessary auxiliary equipment and/or personnel, but for liability arising out of Seller's own negligence.
- b. Buyer agrees to defend and indemnify seller for any and all liability arising out of Buyer's procurement, installation and/or operation of necessary equipment, but for liability arising out of Seller's own negligence.
- c. Buyer agrees to defend and indemnify Seller for any and all liability arising out of auxiliary personnel's work, but for liability arising out of Seller's own negligence.

Cancellation: Buyer shall pay a twenty percent cancellation fee services set forth in the Order Confirmation that Buyer cancels within ten days of the mobilization date for such services.

Re-Stocking: Buyer shall pay a twenty percent restocking fee for parts ordered and shipped to Buyer or the site where services are to be performed that Buyer subsequently returns.

Delay: Buyer is responsible for all costs arising from delays in the performance of the services set forth in the Order Confirmation other than delays attributable to Seller.



HOW NORTH CAROLINA WOULD USE OPIOID SETTLEMENT FUNDS: FREQUENTLY ASKED QUESTIONS ON THE MEMORANDUM OF AGREEMENT BETWEEN STATE AND LOCAL GOVERNMENTS IN NORTH CAROLINA

GENERAL QUESTIONS

1. What is the North Carolina Memorandum of Agreement (NC MOA)?

The NC MOA governs how North Carolina would use the proceeds of any future national settlement or bankruptcy resolution with five companies over their role in fueling the opioid epidemic. The five companies are the “big three” drug distributors (Cardinal, McKesson, and AmerisourceBergen), the opioid manufacturer Johnson & Johnson, and the opioid manufacturer Purdue Pharma (now in bankruptcy proceedings). Throughout this FAQ, the term “opioid settlement funds” refers to the proceeds of any future national settlement or bankruptcy resolution with any of these five companies.

2. Why is the NC MOA important?

The opioid epidemic has taken the lives of more than 16,000 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast. Just as we began to make progress in combatting the epidemic, the COVID-19 pandemic caused a new wave of isolation, despair, drug misuse and overdose death. Individuals, families, and entire communities continue to suffer and struggle.

The opioid epidemic was fueled by irresponsible marketing and inadequate monitoring on the part of opioid makers and distributors. Settlements with the big three drug distributors and Johnson & Johnson, and a resolution of the Purdue Pharma bankruptcy proceedings, have the potential to bring as much as \$850 million to North Carolina over an 18-year period to support state and local efforts to address the epidemic.

The NC MOA is an important step forward in our collective effort to hold these companies accountable for their behavior and to direct much-needed resources to communities across the state as they work to address the epidemic and its aftermath.

3. What are the most important features of the NC MOA?

All funds to address the opioid epidemic. The NC MOA provides that all opioid settlement funds will be used to address the opioid epidemic, with an emphasis on high-impact strategies and collaborative strategic planning.

Maximum resources to North Carolina communities. For our state to receive the maximum payout under any national settlements with the big three drug distributors or Johnson & Johnson, all relevant parties – including the state itself, all 100 counties, and all large and medium-sized municipalities – would have to sign onto the NC MOA and those national settlement agreements.

To achieve that goal, and to maximize resources flowing to communities on the front lines of the epidemic, the NC MOA would direct settlement funds as follows:

- 15% to the state (which the General Assembly would have authority to appropriate on a wide range of strategies to address the epidemic)
- 80% to local governments, including all 100 counties plus 17 municipalities, allocated among those counties and municipalities through a formula developed by attorneys representing local governments in national litigation
- An additional 5% percent into an incentive fund for any county (and any municipality in that county already receiving settlement funds under the NC MOA) in which the county itself and every municipality with at least 30,000 residents (based on 2019 population totals) in the county signs the NC MOA

High level of transparency and accountability. The NC MOA offers a high level of transparency and accountability for the use of opioid settlement funds by local governments, including special revenue funds subject to audit, annual financial and impact reports, and a public dashboard showing how they are using settlement funds to address the epidemic.

4. How does the NC MOA ensure that opioid settlement funds would be spent on strategies to address the epidemic?

Any national settlement with the big three drug distributors or Johnson & Johnson, and any resolution of the Purdue Pharmacy bankruptcy matter, will direct state and local governments to use most opioid settlement funds to address the epidemic.

Consistent with this principle, the NC MOA offers local governments two options:

- Under Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic.
- Under Option B, a local government may fund one or more strategies from a longer list of strategies after engaging in a collaborative strategic planning process involving a diverse array of stakeholders at the local level.

5. What are the Option A strategies?

Under Option A, local governments may use opioid settlement funds to support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health conditions. Specifically, under Option A, local governments may use opioid settlement proceeds to fund:

1. Collaborative strategic planning
2. Evidence-based addiction treatment
3. Recovery support services
4. Recovery housing support
5. Employment-related services
6. Early intervention programs
7. Naloxone distribution
8. Post-overdose response teams
9. Syringe service programs
10. Criminal justice diversion programs
11. Addiction treatment for incarcerated persons
12. Reentry programs for recently incarcerated persons

(See NC MOA Exhibit A for additional detail.)

6. What are the Option B strategies?

Option B includes a wider array of strategies that would be allowed under any national settlement with the big three drug distributors or Johnson & Johnson, or under a resolution of the Purdue Pharma bankruptcy proceedings. This includes an array of strategies that:

- A. Treat Opioid Use Disorder (OUD)
- B. Support people in treatment and recovery
- C. Provide connections to care
- D. Address the needs of criminal-justice-involved persons with OUD
- E. Address the needs of pregnant or parenting women and their families
- F. Prevent over-prescribing of opioids
- G. Prevent misuse of opioids
- H. Prevent overdose deaths and other harms (harm reduction)
- I. Support first responders
- J. Promote leadership, planning, and coordination
- K. Fund relevant training and research

(See NC MOA Exhibit B for a current version of the Option B national strategy list.)

7. What is the Option B collaborative strategic planning process?

Under Option B, a local government may fund one or more strategies from the longer list of national strategies after engaging in collaborative strategic planning at the local level. This involves:

- Engaging a wide array of local stakeholders
- Exploring the root causes of drug misuse, addiction, and overdose death in the area
- Identifying and evaluating potential strategies to address the epidemic
- Looking for opportunities to fill gaps in existing programs, align strategies, and combine opioid settlement funds with other sources of funding
- Offering comprehensive recommendations to the county board, city council, or other governing body

(See NC MOA Exhibit C for additional detail.)

8. Are regional solutions allowed?

Yes. Multiple counties and municipalities are allowed and encouraged to work together to address regional challenges and pursue regional solutions. Among other provisions, the NC MOA allows several local governments to engage in a single collaborative strategic planning process if they believe it will be efficient and advantageous for them to do so.

9. How does the NC MOA ensure transparency and accountability by local governments receiving opioid settlement funds?

The NC MOA provides a high level of transparency and accountability, including the following measures:

Special Revenue Fund. In order to receive any funds under any opioid settlement or bankruptcy resolution, a local government must first establish a separate special revenue fund for the receipt and expenditure of opioid settlement funds. (See NC MOA sections D & E.6.)

Financial and compliance audits. The use of special revenue funds is subject to a range of financial and compliance audits. The State Auditor and Department of Justice have access to persons and records concerning the expenditure of opioid settlement funds. (See NC MOA section F.)

Special budget item or resolution. In order to spend opioid settlement funds from the special revenue funds, a local government must pass a budget or separate resolution specifically authorizing the expenditure of the funds, including the amount to be spent, the strategy or strategies to be funded, and the relevant period of time. (See NC MOA section E.6.)

Option B report and recommendations. For local governments that elect Option B, the collaborative strategic planning process will result in a public report and recommendations. (See NC MOA section E.5 and Exhibit C, right-hand column.)

Annual financial reports. Any local government that spends opioid settlement funds will be required to file annual financial reports. (See NC MOA section F.6 and Exhibit E.)

Annual impact information. Any local government that spends opioid settlement funds will be required to file impact information on an annual basis. (See NC MOA section F.6 and Exhibit F.)

Statewide public dashboard. A statewide dashboard will enable members of the public to view the special budget items or resolutions, reports and recommendations, annual financial reports, and annual impact information described above for each local government receiving or spending opioid settlement funds. (See NC MOA section F.6.)

NATIONAL OPIOID LITIGATION, SETTLEMENT TALKS, AND BANKRUPTCY PROCEEDINGS

10. How many North Carolina local governments are engaged in national litigation against opioid manufacturers or distributors?

Seventy-six counties and eight municipalities have filed lawsuits in federal court to hold opioid manufacturers or distributors accountable for their role in fueling the opioid epidemic.

11. What is the status of these cases?

The federal cases have been consolidated for pretrial proceedings into so-called Multi-District Litigation (MDL) in Cleveland, Ohio. The opioid MDL has consolidated roughly 3,000 lawsuits from nearly every state. The lawsuits allege that opioid manufacturers misrepresented the risks associated with prescription opioids; that opioid distributors did not properly monitor shipments of prescription opioids to pharmacies across the country; and that these actions contributed to the opioid epidemic that continues to ravage North Carolina and the nation.

12. How large is the potential settlement with the big three drug distributors plus the drug maker Johnson & Johnson?

The big three drug distributors and the drug maker Johnson & Johnson have announced their willingness to consider a global settlement of all the cases that have been or could be filed against them by state and local governments for a total of \$26 billion, with details of such a settlement still under discussion.

13. Will the Purdue Pharma bankruptcy proceedings result in additional funds to address the opioid epidemic?

We anticipate that the Purdue Pharma bankruptcy proceedings may provide an additional \$4-5 billion to support state and local efforts to address the opioid epidemic across the country.

14. How does all this relate to the McKinsey settlement that was announced in February 2021?

The McKinsey settlement is separate and apart from the potential settlements with the big three drug distributors and Johnson & Johnson, and from the Purdue Pharma bankruptcy proceedings.

In February 2021, Attorney General Josh Stein and other attorneys general from across the nation reached a \$573 million settlement with one of the world's largest consulting firms, McKinsey & Company, over the company's role in advising opioid companies how to promote their drugs and profit from the opioid epidemic.

As part of the settlement with McKinsey, the state of North Carolina will receive nearly \$19 million over five years, with the vast majority coming this year. The McKinsey settlement requires that the state use these settlement proceeds to fund strategies to address the opioid epidemic. Within these parameters, it will be up to the North Carolina General Assembly to decide how to spend the McKinsey settlement proceeds.

15. Apart from the settlement talks with the big three drug distributors and Johnson & Johnson, the Purdue Pharma bankruptcy proceedings, and the recent McKinsey settlement, is there other opioid-related litigation brought by state and local governments?

Yes. There is litigation in federal and state courts against other opioid manufacturers, including Allergan, Endo, and Teva, and bankruptcy proceedings involving the opioid maker Mallinckrodt. And there is litigation in federal and state courts against CVS, Rite Aid, Walgreens, Walmart, and other pharmacy chains over their role in the opioid epidemic.

Even in the event of settlements with the big three drug distributors and Johnson & Johnson and a resolution of the Purdue Pharma bankruptcy proceedings, this other litigation will continue and may (or may not) result in additional settlements or resolutions to support state and local efforts to address the opioid epidemic.

ALLOCATION OF OPIOID SETTLEMENT PROCEEDS

16. How would funds be divided among the states in the event of settlements with the big three drugs distributors and Johnson & Johnson or a resolution of bankruptcy proceedings involving Purdue Pharma?

If there are settlements with the big three drug distributors or Johnson & Johnson, or a resolution of bankruptcy proceedings involving Purdue Pharma, or a combination of these, settlement funds would be allocated among states based on population and the impact of the opioid crisis on each state, taking into account several public health measures.

17. What is the maximum amount North Carolina could receive if there are settlements with the big three drugs distributors and Johnson & Johnson, and a resolution of bankruptcy proceedings involving Purdue Pharma?

North Carolina could receive up to \$850 million over a period of 18 years to support state and local efforts to address the opioid epidemic, in the event of national settlements with the big three drug distributors and Johnson & Johnson, as well as a resolution in the Purdue Pharma bankruptcy proceedings. The settlement payments to North Carolina (and other states) would be front-loaded, with payments in the first three years higher than payments in the remaining 15 years of the settlement.

18. How many local governments in North Carolina are expected to receive payments as part of any settlement with the big three drug distributors or Johnson & Johnson or bankruptcy resolution involving Purdue Pharma?

Under the NC MOA, all 100 counties – including those that have engaged in litigation against the opioid defendants and those that have not engaged in such litigation – would receive settlement payments.

In addition, 17 municipalities would receive settlement payments – including the eight municipalities involved in the national litigation and nine other municipalities with a population of 75,000 or greater (based on 2019 population totals). Like the 100 counties, all municipalities receiving settlement funds are subject to the terms and requirements of the NC MOA (including the establishment special revenue funds subject to financial and compliance audits, filing of annual financial and impact reports, and all of the other procedural and reporting requirements described in the NC MOA).

Residents of all municipalities in North Carolina – including those that receive settlement funds and those that do not – stand to benefit from county and state programs and services supported with opioid settlement funds.

19. How are settlement or bankruptcy funds allocated among the North Carolina counties and municipalities receiving such funds?

Under the NC MOA, settlement funds are allocated among the 100 counties and 17 municipalities through a formula developed by attorneys representing local governments in national litigation. The resulting percentage allocations are shown in NC MOA Exhibit G.

20. What is the maximum amount a particular county or municipality could receive under the terms of the MOA, and how would that be calculated?

We anticipate that North Carolina could receive up to \$850 million over a period of 18 years in the event of national settlements with the big three drug distributors and Johnson & Johnson as well as a resolution in the Purdue Pharma bankruptcy proceedings, as noted above.

To determine the maximum total amount that could go to any individual county or municipality (under the best-case scenario), the \$850 million total should be multiplied by 80%, to reflect the portion that will be directed to local governments for opioid remediation efforts, and then be multiplied by the percentage allocation for that county or municipality shown in NC MOA Exhibit G. For example, for a local government with a one percent allocation in NC MOA Exhibit G, the expected maximum would be \$850 million multiplied by .80 (eighty percent) times .01 (one percent) for a maximum of \$6.8 million.

In addition to that amount, a county or municipality may receive an additional (smaller) amount in connection with the incentive fund described in Section G to the MOA. The NC MOA directs five percent of all settlement funds flowing to the state into an incentive fund that would be divided among those counties (and any municipalities in those counties that stand to receive settlement funds under NC MOA Exhibit G) in which the county itself and every municipality in the county with at least 30,000 residents (based on 2019 population totals) signs the MOA.

21. Would opioid settlement payments to a county or municipality be spread out equally over 18 years?

No. Settlement payments to local governments are expected to be front-loaded, with payments in the first three years higher than payments in the remaining 15 years of the settlement.

22. What has to happen for North Carolina counties and municipalities to receive the maximum possible amount under the terms of the MOA and any national settlement agreements?

The precise amount that that our state as a whole would receive depends not only on the final terms of the settlement agreements and bankruptcy resolutions but also on whether North Carolina qualifies for incentive structures that would increase the payment amounts as more North Carolina counties and municipalities join the settlement.

For our state to receive the maximum payout under any national settlements with the drug distributors or Johnson & Johnson, all relevant parties – including the state itself, all 100 counties, and all large and medium-sized municipalities – would have to sign onto the NC MOA and those national settlement agreements. Conversely, North Carolina stands to lose hundreds of millions of dollars under the national settlement agreements if a significant number of counties or large- to medium-sized municipalities do not sign onto those agreements.

It should be noted that any national settlements with the big three drug distributors or Johnson & Johnson will prohibit ANY payment to ANY county or municipality that does not sign onto the national settlement agreements – and there will be reduced payments to any county or municipality that signs on late (after a yet-to-be-determined deadline).

23. How many local governments need to sign the NC MOA for the MOA to take effect?

The NC MOA will become effective when enough local governments have joined it to meet the support level required by one of the national settlement agreements or bankruptcy resolutions. This level of support has not been definitively established. However, we anticipate a requirement that counties and large- and medium-sized cities representing at least half of the state’s population will have to sign onto the NC MOU in order for it to take effect.

24. What happens if not enough local governments sign the MOA?

If the NC MOA does not become effective, North Carolina’s allocation will be governed by the default allocations that we anticipate will be included in the national settlement agreements with the distributors and Johnson & Johnson, and the resolution of the Purdue bankruptcy. We expect the default in the Purdue bankruptcy will directly provide funds to counties with a population above 400,000 (and NOT directly to counties with smaller populations). We anticipate that the default arrangement in the national settlement agreements would provide as little as 15% of state settlement funds in direct payments to local government and a substantially worse arrangement for local governments than the NC MOA provides.

THE NC MOA COORDINATION GROUP

25. What is the NC MOA coordination group?

The NC MOA creates a coordination group to help implement the NC MOA and address certain issues that may arise over the course of the 18-year settlements. (See NC MOA section E.7 and Exhibit D for details.)

26. What is the composition of the coordination group?

The coordination group will have twelve members, including:

- Five local government representatives (a county commissioner, county manager, county attorney, county local health director or consolidated human services director, and municipal manager);
- Four experts appointed by the North Carolina Department of Health and Human Services;
- One expert appointed by the North Carolina Attorney General; and
- Two experts appointed by legislative leaders, including
 - One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives; and
 - One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tempore of the North Carolina Senate.

(See NC MOA Exhibit D for additional details.)

27. What are the responsibilities of the coordination group?

The coordination group will have a variety of responsibilities, including the following:

- To develop certain guidelines for audits required under the NC MOA;
- To make adjustments as needed to certain aspects of the NC MOA, including:
 - The high-impact strategies listed in NC MOA Exhibit A;
 - The collaborative strategic planning process described in NC MOA Exhibit C;
 - The annual financial report described in NC MOA Exhibit E; and
 - The impact information described in NC MOA Exhibit F.
- To work with counties, municipalities, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of the NC MOA.

(See NC MOA Exhibit D for additional details.)

**A RESOLUTION BY THE CITY OF CONCORD
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

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

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

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

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the City of Concord and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and local governments to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, the City of Concord hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, the City of Concord authorizes the City Manager and City Attorney to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the N.C. League of Municipalities to tcarruthers@nclm.org.

Adopted this the _____ day of June, 2021.

William Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

(SEAL)

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

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Background Statement

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds

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

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

C. Payment of Litigating and Non-Litigating Parties

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

D. Special Revenue Fund

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

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

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

E. Opioid Remediation Activities.

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

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

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

F. Auditing, Compliance, Reporting, and Accountability

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

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

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

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

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

G. County Incentive Fund

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

H. Effectiveness

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

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

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

(Signature pages follow.)

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

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

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

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

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

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

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

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

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

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

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

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

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

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

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

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

**EXHIBIT D TO NC MOA:
COORDINATION GROUP**

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

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

Four Experts Appointed by the Department of Health and Human Services

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

One Expert Appointed by the Attorney General

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

Two Experts Appointed by Legislative Leaders

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

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

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

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

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

RESPONSIBILITIES

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

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

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

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

**EXHIBIT F TO NC MOA:
IMPACT INFORMATION**

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year (“funded strategy”), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
6. **One or more process measures**, addressing the question, “How much did you do?”
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
7. **One or more quality measures**, addressing the question, “How well did you do it?”
Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures**, addressing the question, “Is anyone better off?”
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

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

Counties:

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

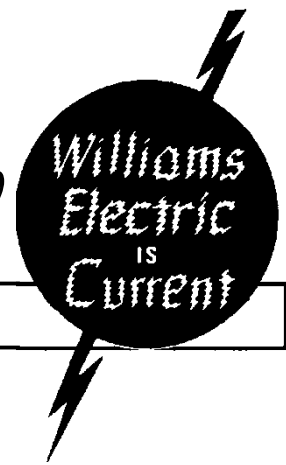
Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston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

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

Municipalities:

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

Williams Electric Company



INSTALLING AND SERVICING OVERHEAD & UNDERGROUND POWER & TELEPHONE FACILITIES
EMERGENCY STORM RESTORATION -SPORTS LIGHTING-CABLE TV

2119 E. Dixon Blvd. • P.O. Box 2367 • Shelby, North Carolina 28151-2367
Telephone: 7041484-1881 • Fax: 7041480-9326 • Email: info@4weco.com

To; Tim Davis

4/1/2020

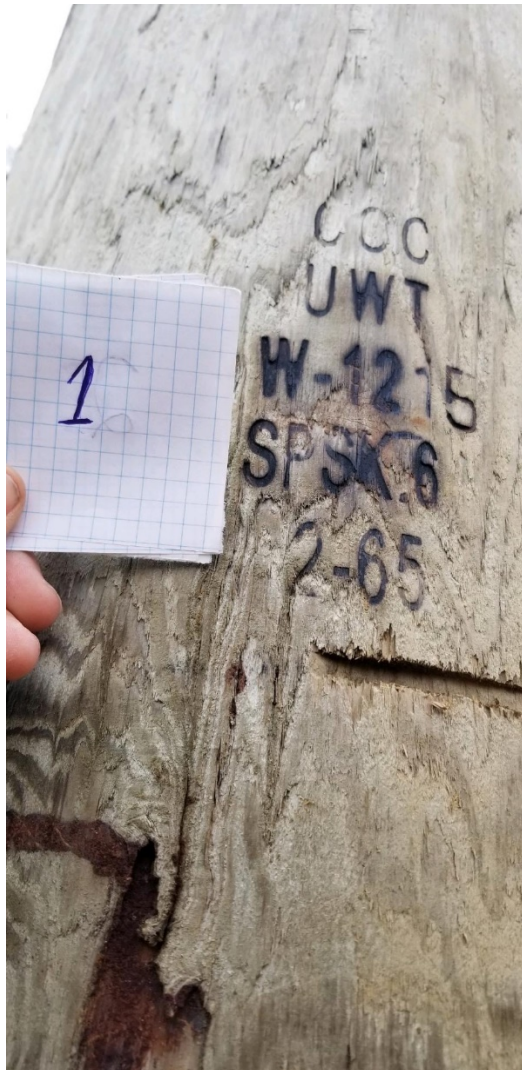
Project; Hartsell Park Pole Inspection Report

Location; Hartsell Park -Concord, N.C.

Pole #1-

Newer pole birth mark 12/2015

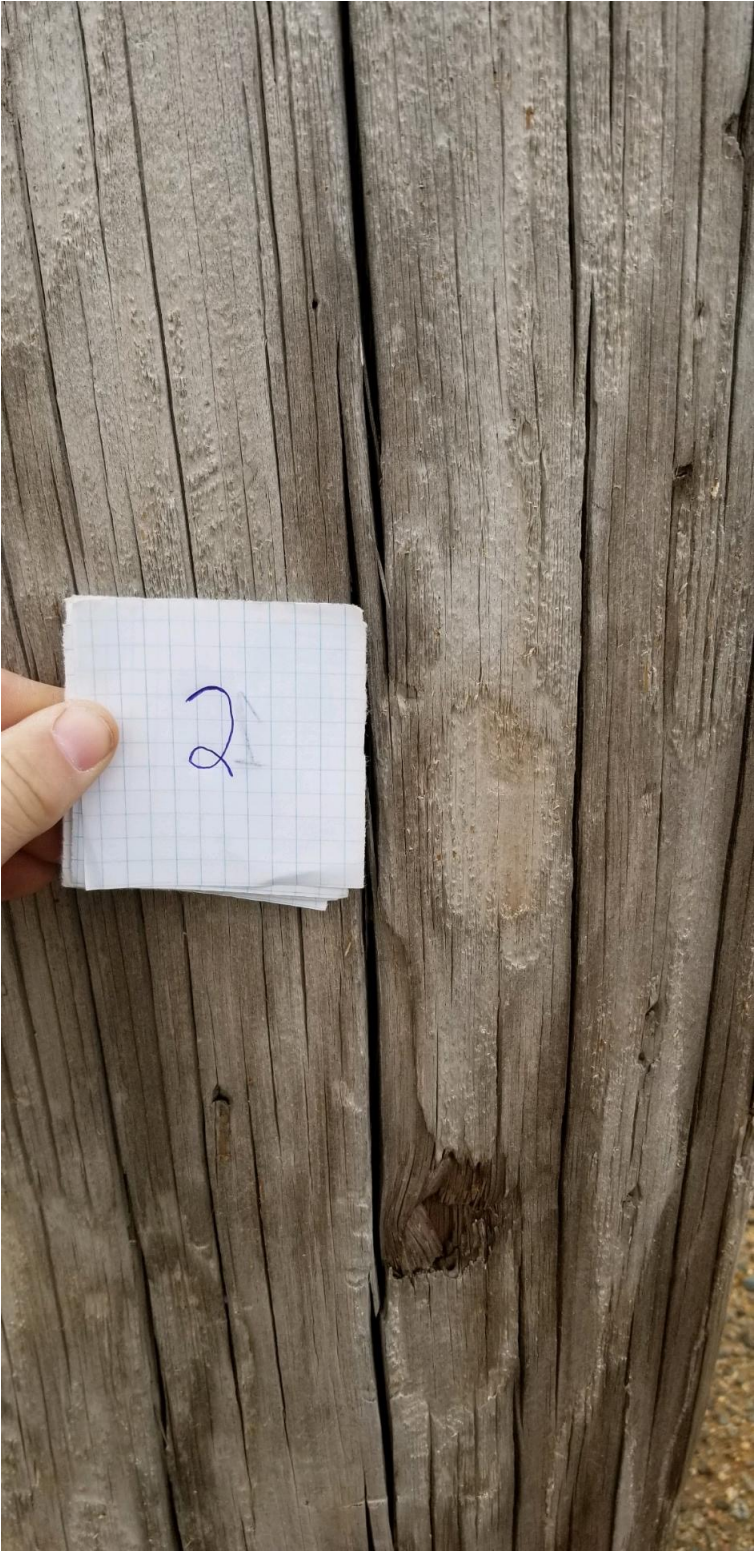
Suggested re-inspect annually



Pole #2-

Top rotten, splitting/twisting

Suggestion- Have pole changed out



Pole #3-

Newer pole Birth Mark 12/2015

Suggested re-inspect annually



Pole #4-
Holes in top / splitting

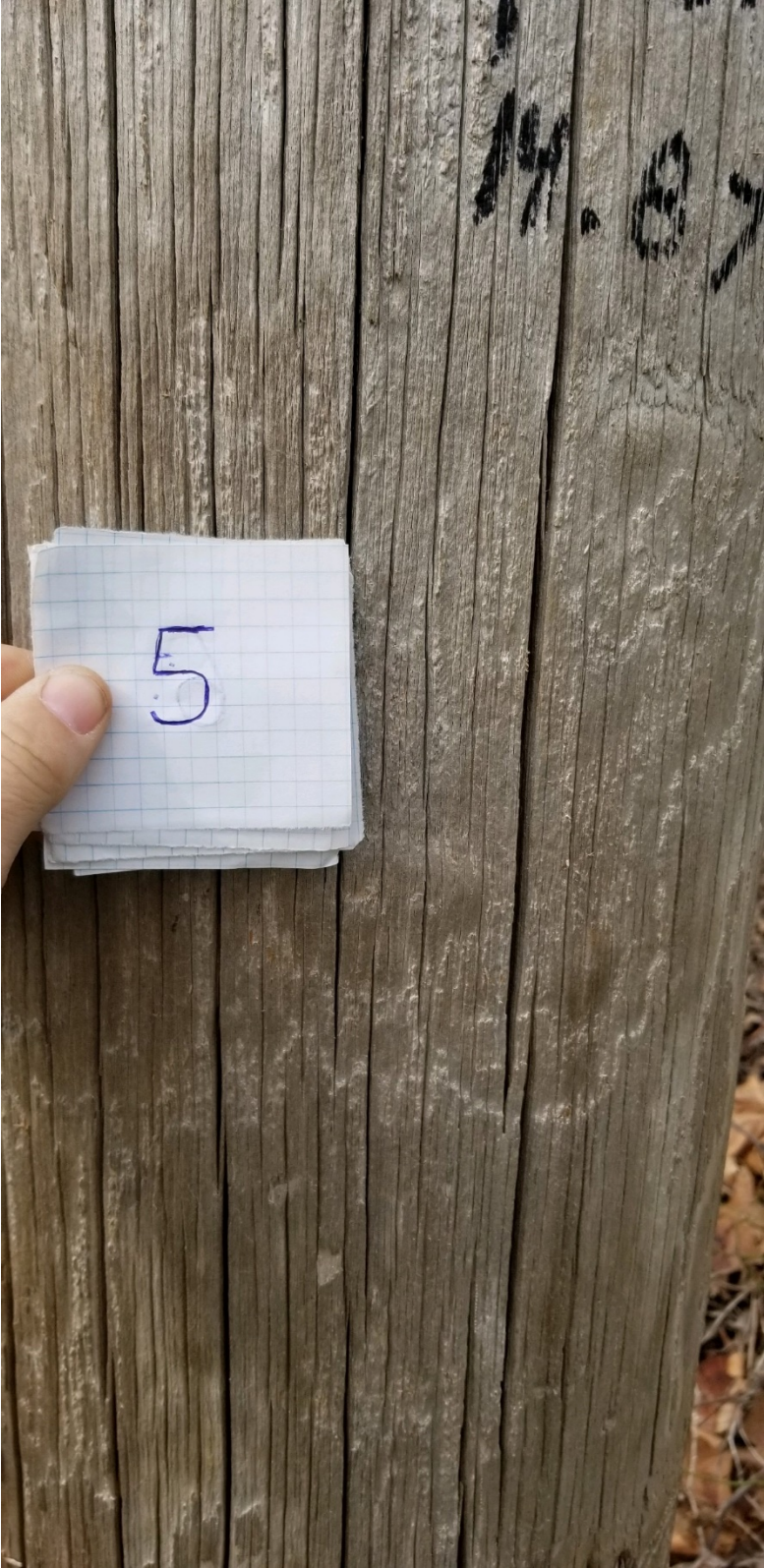
Suggestion- Have pole changed out



Pole #5-

Top rotten/ splitting / ground line decay

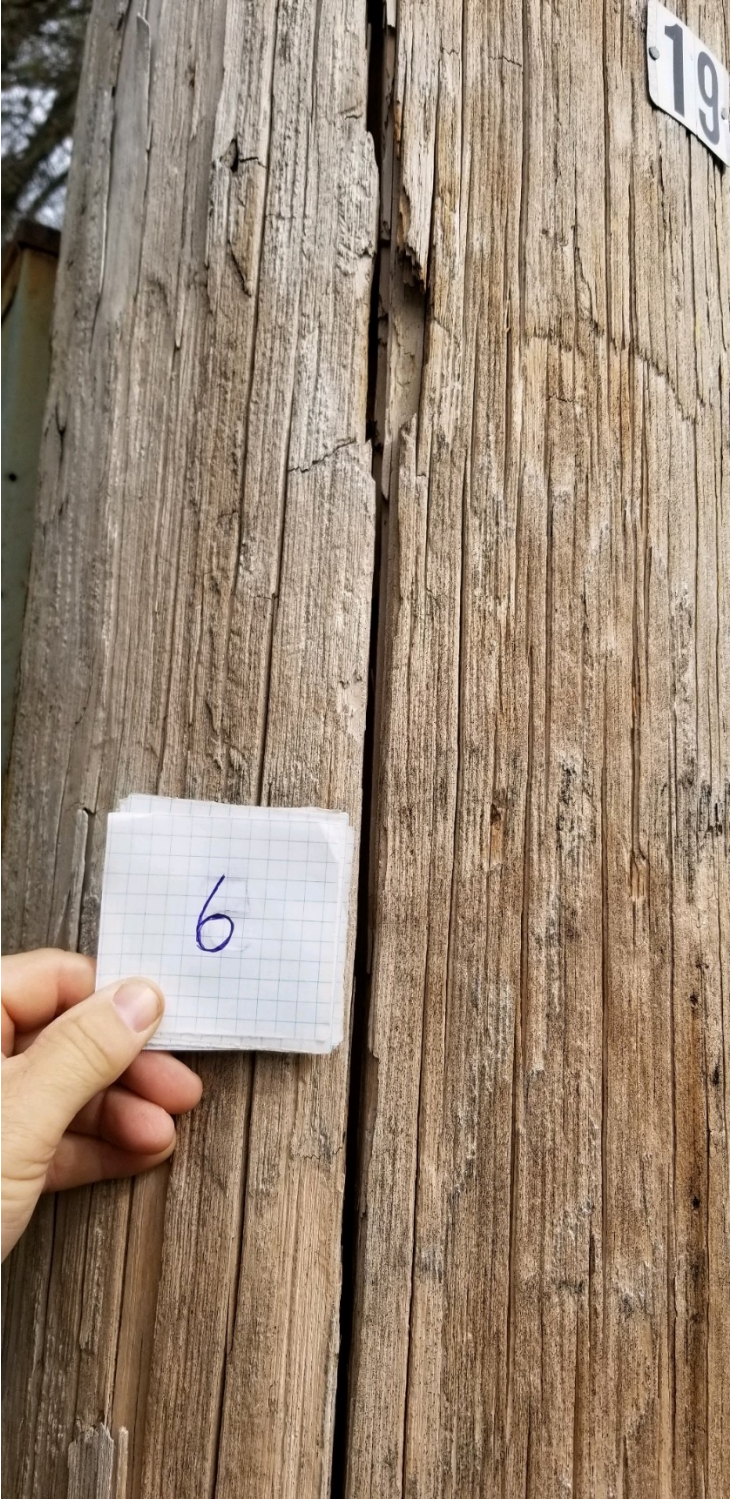
Suggestion- Have pole changed out



Pole #6-

Pole top rotten w/ holes- splitting

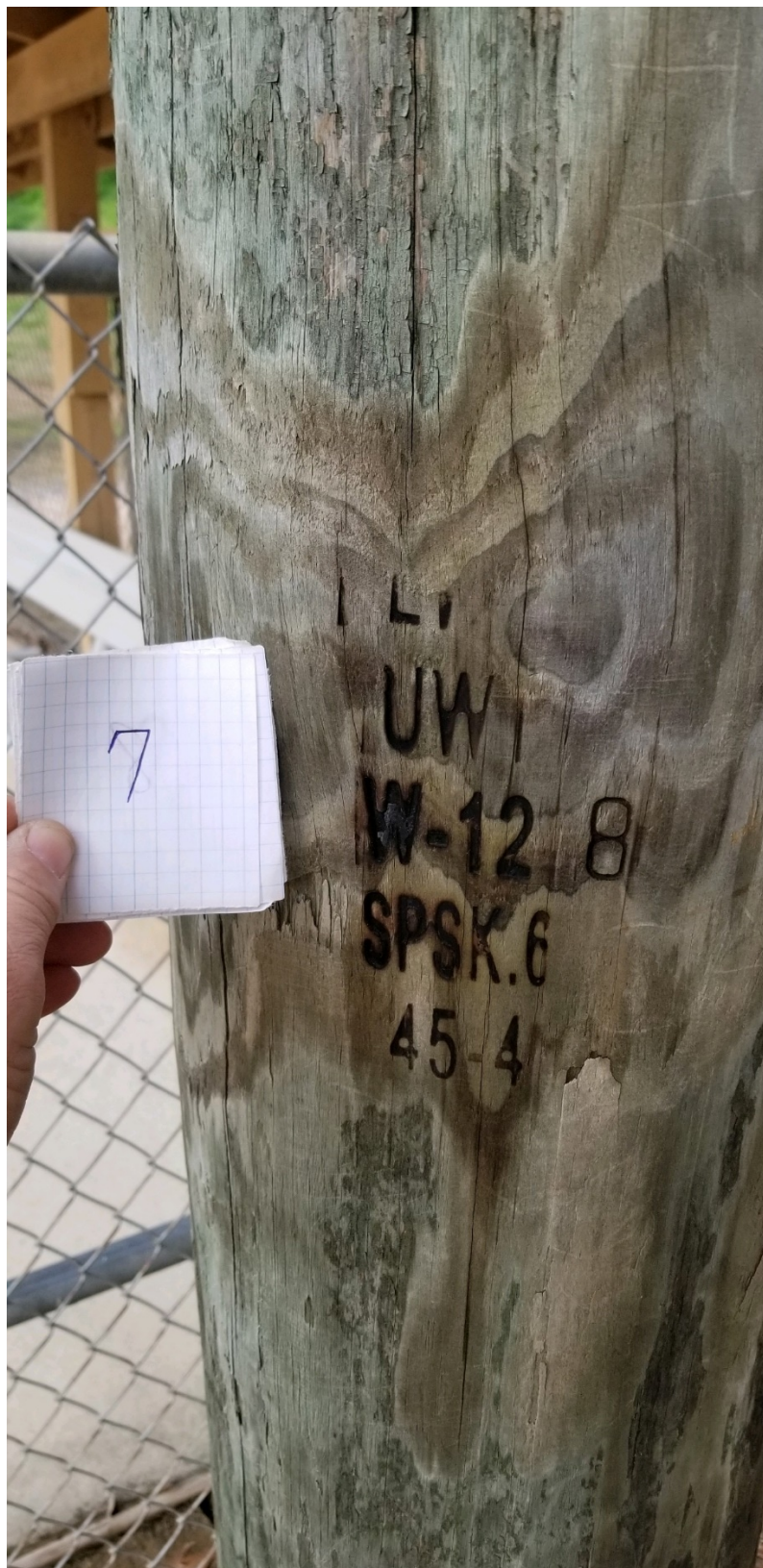
Suggestion- Have pole changed out



Pole #7-

Newer pole birth mark 12/2008

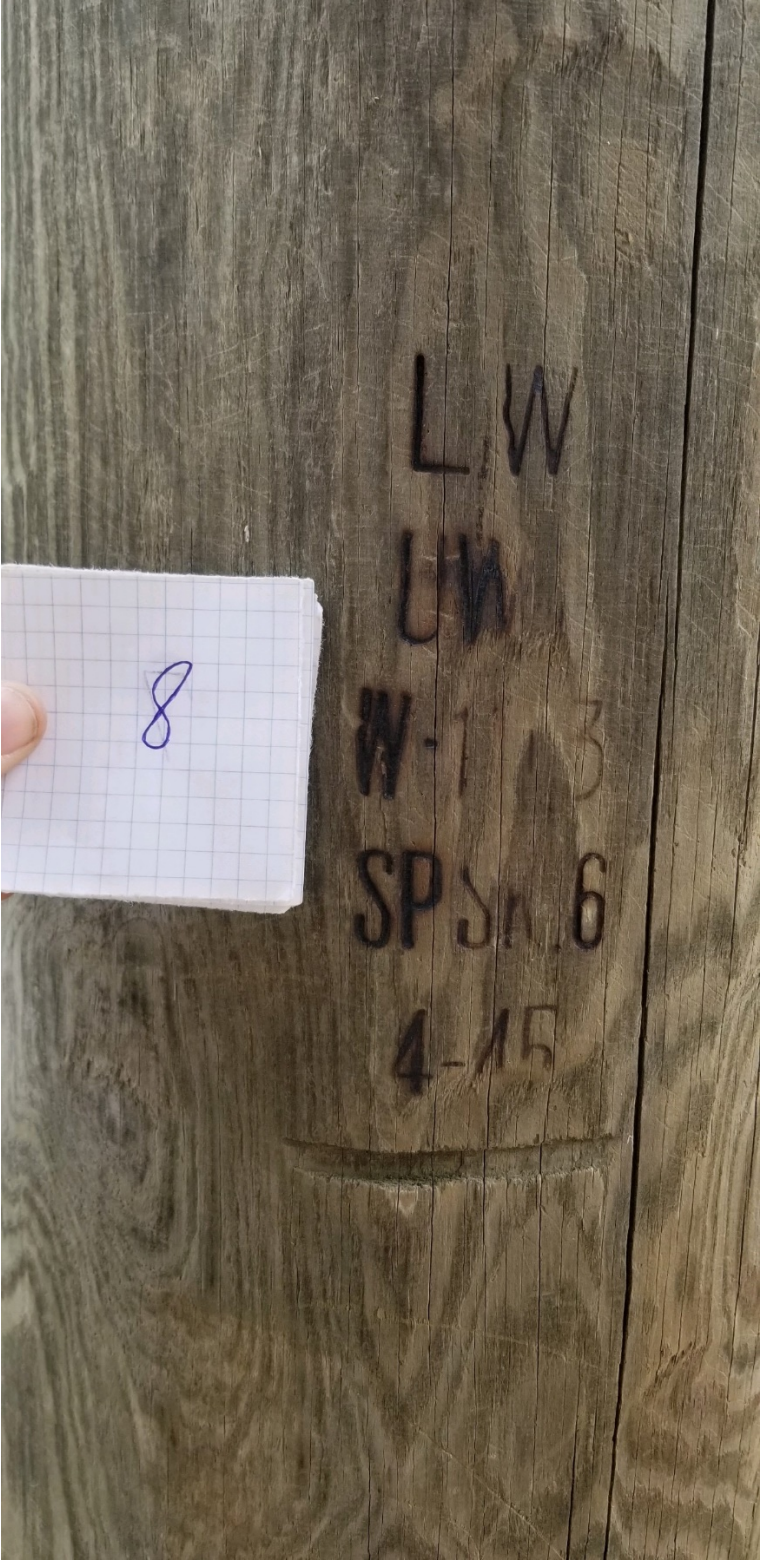
Suggestion- Re-inspect annually



Pole #8-

Newer pole Birth mark 11/2013

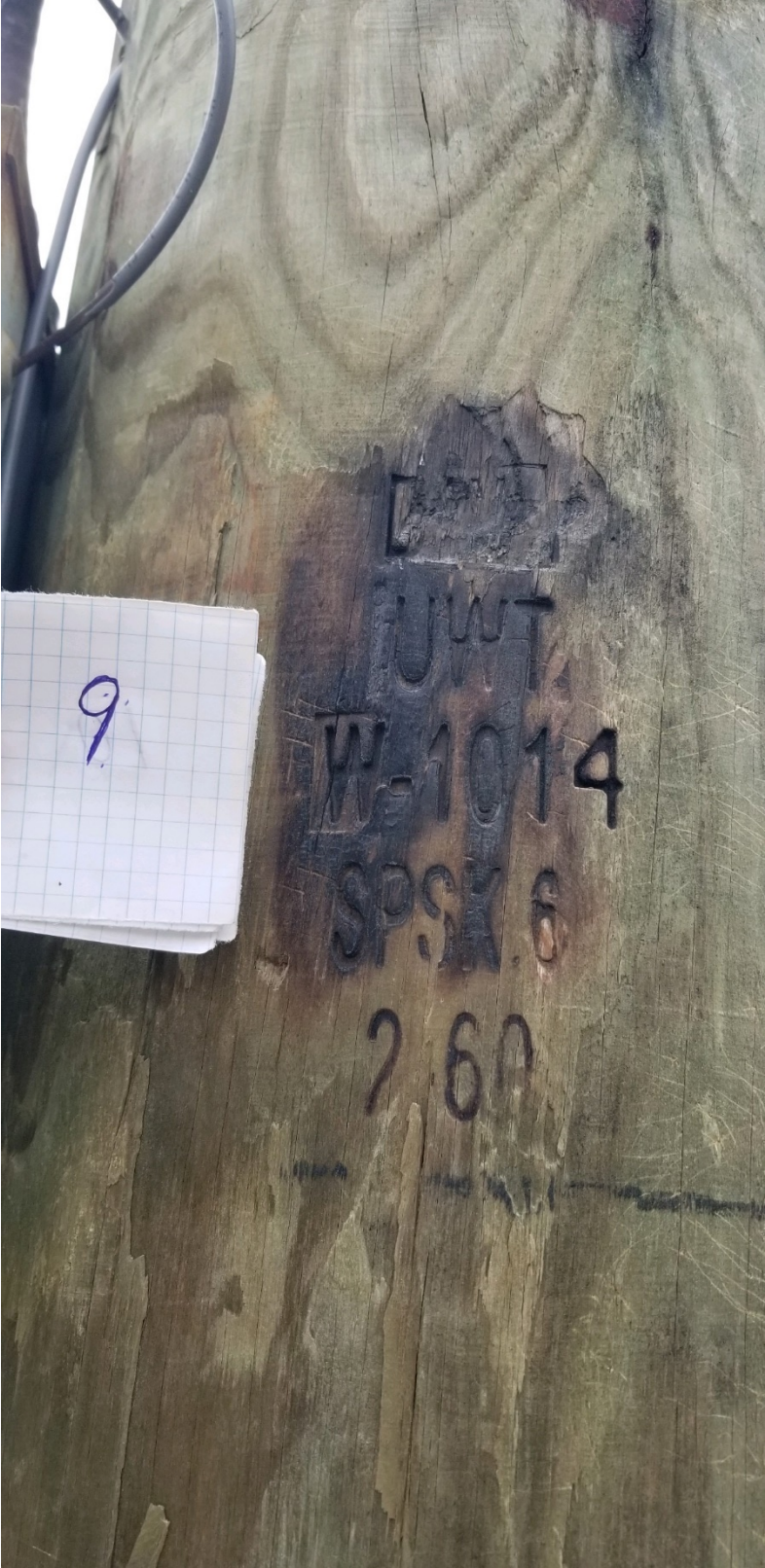
Suggestion- Re-inspect annually



Pole #9-

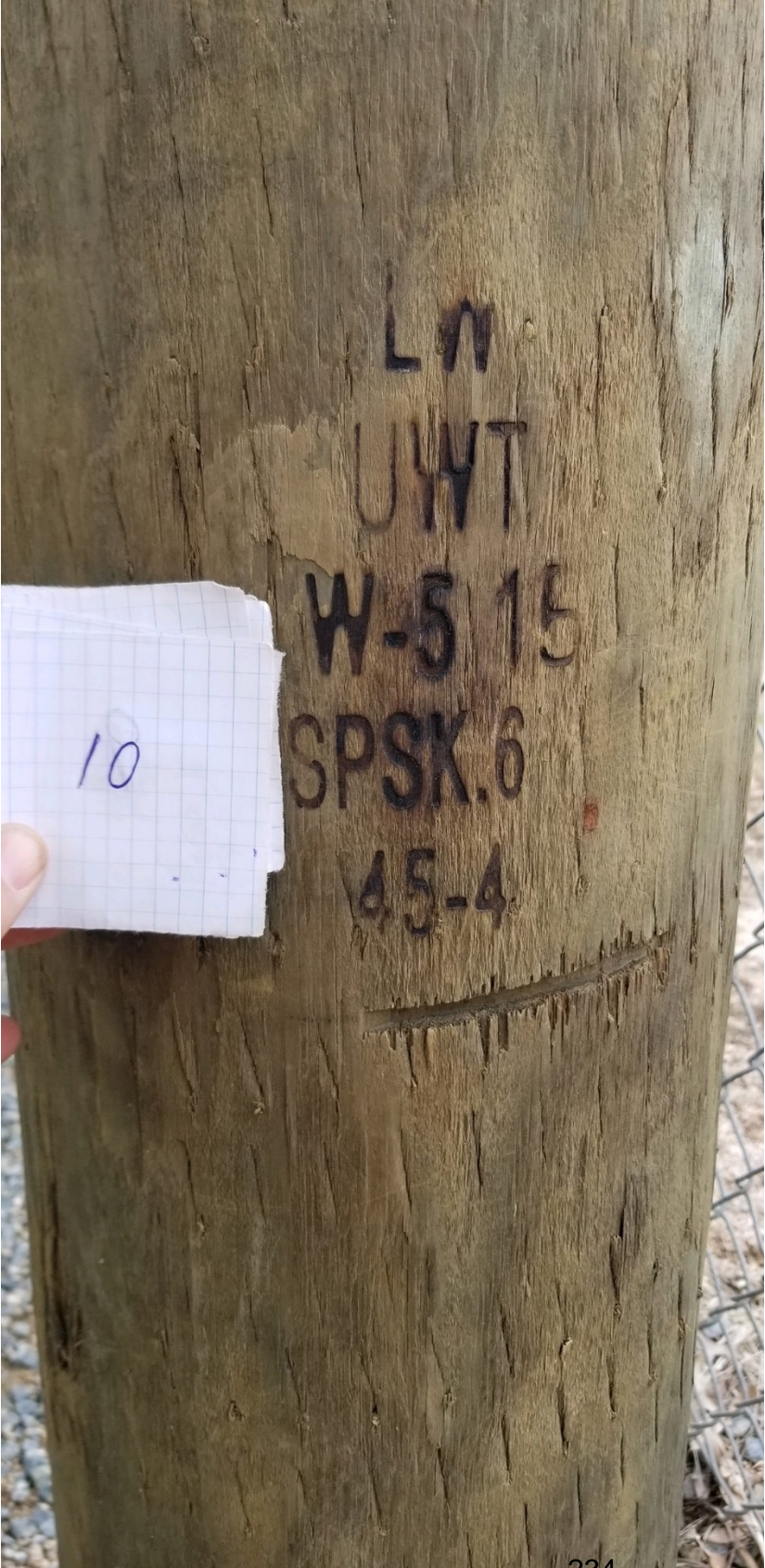
Newer Pole Birth Mark 10/2014

Suggestion- Re-inspect annually



Pole # 10-
Newer Pole Birth Mark 5/2015

Suggestion- Re-inspect annually



Pole # 11-
Pole top is rotten

Suggestion – Have pole changed out



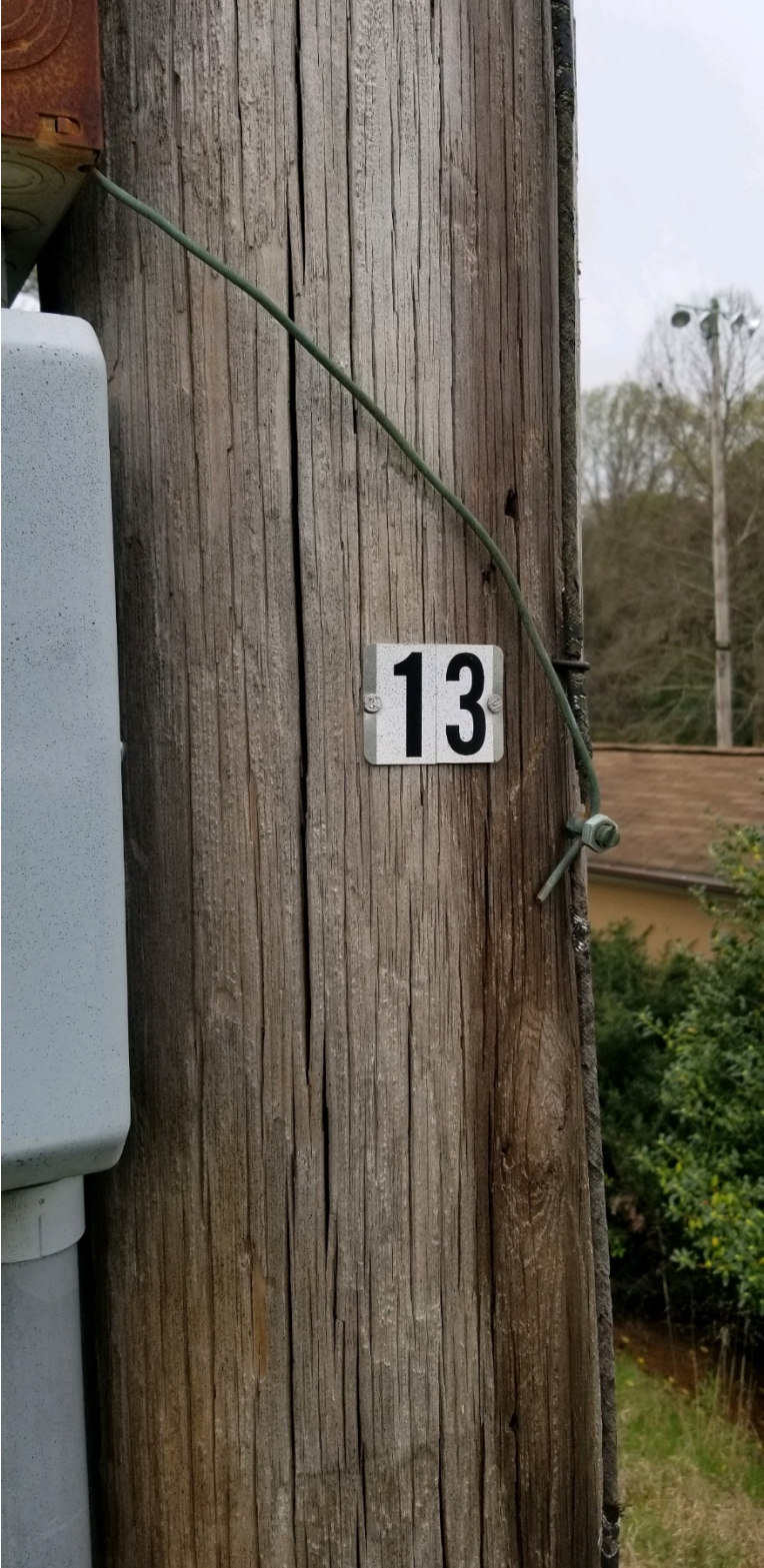
Pole # 12-
Pole splitting/twisted

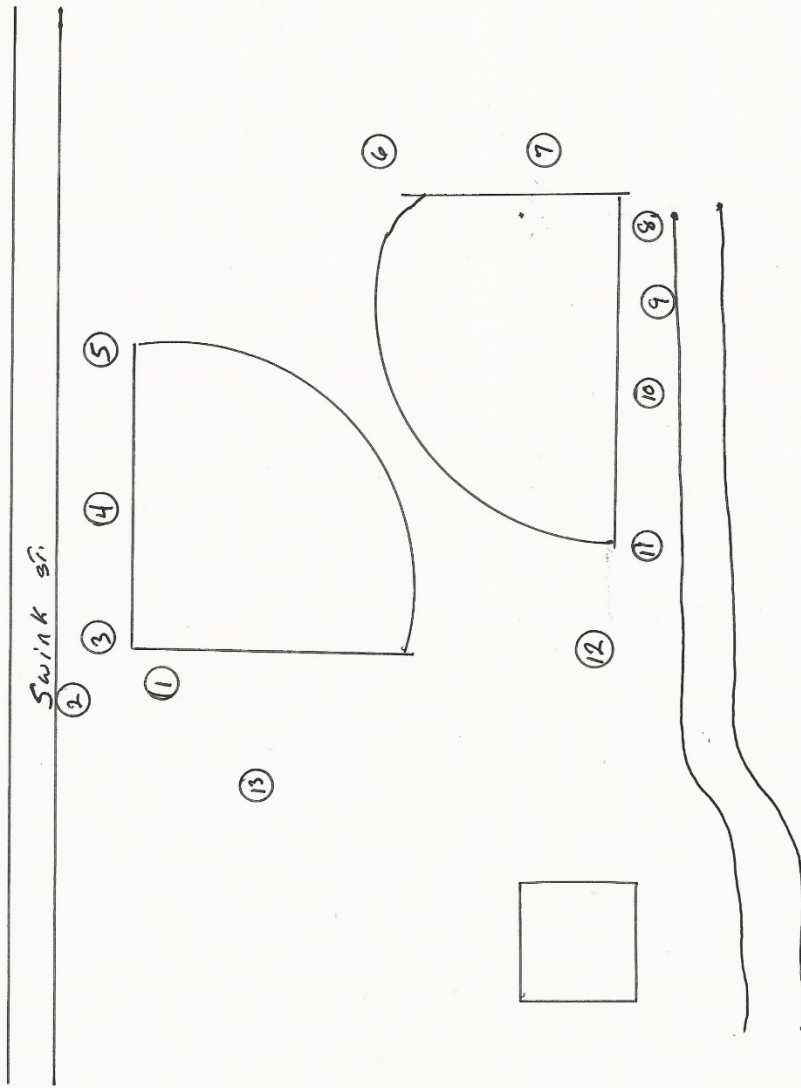
Suggestion- Have pole changed out



Pole # 13-
Pole top rotten/ splitting

Suggestion- Have pole changed out





Danger Pole – (Highly recommended to change out) #2, 4, 5, 6, 11, 12, 13

Re-inspect Annually # 1,3,7,8,10

If further information is needed or we can be of assistance, please let us know.

Thanks,
Michael Dickson
Williams Electric Co.
P O Box 2367
Shelby, N.C. 28151
(803) 480-0670 Mobile
(704) 480-9326 Fax
michael.dickson@4weco.com



Scope of Work: Light-Structure System™ - Turnkey

Exhibit "A"

Hartsell Park SB Concord, NC Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation, and sprinklers). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide area on site for dumpsters.
8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Pay for and obtain any required permitting.
2. Contact local utilities for locating public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Scope of Work: Light-Structure System™ - Turnkey

Demolition:

1. Remove and dispose of 5 existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Remove and dispose of fixtures, and electrical enclosures on 1 existing pole(A2). This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
3. Demolish existing foundations to 2 ft (0.6 m) below grade.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on 1 existing pole(A2).
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and ⁵/₈ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 5 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 5 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new (600amp 240V 1Ø) electrical service panel.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring for Liles and Broome fields.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for



Scope of Work: Light-Structure System™ - Turnkey

each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.

- i. Jobsite shall be policed daily for compliance to the above conditions.
 - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



City of Concord, North Carolina

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

1. Name of development: _____
2. Name and address of owner(s)/developer(s): Michael Dayton
PO Box 6566 Concord NC 28027
3. Owner(s)/developer(s) telephone: 704-305-6618 Fax: _____
4. Name and address of surveyor/engineer: _____
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____
7. Name and address of person to whom comments should be sent: Michael Dayton
PO Box 6566 Concord NC 28027
8. Telephone number of person to whom comments should be sent: 704-305-6618
Fax: _____
9. Location of property: 6550 Highway 601 S
10. Cabarrus County P.I.N.#: 5547-77-9595-0000
11. Current zoning classification: A0
12. Total acres: 1.66 Total lots proposed: 1
13. Brief Description of development: Single story house
14. Proposed Construction Schedule August 2021 to November 2021
15. Type of Service requested Connect to city water

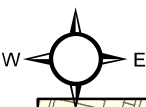
5/19/2021
Date

Michael R. A.
Signature of Owner/Agent

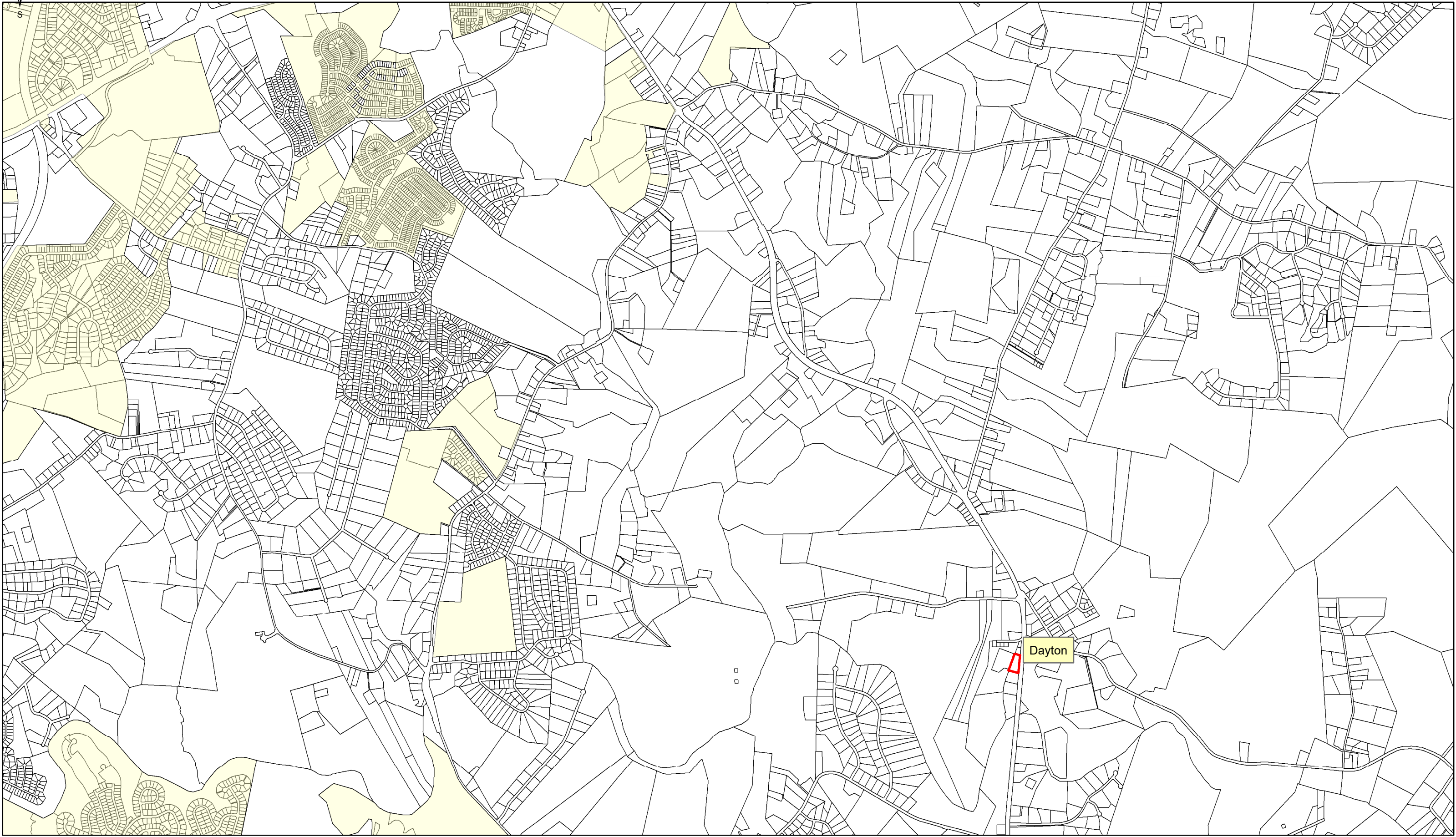
Michael Dayton
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____



Preliminary Application



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

1. Name of development: Far Away Place II
2. Name and address of owner(s)/developer(s): Meredith M. Smith
3. Owner(s)/developer(s) telephone: (704) 904-4382 Fax: _____
4. Name and address of surveyor/engineer: _____
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____
7. Name and address of person to whom comments should be sent: Meredith M Smith
20 Search Dr. Concord, NC 28025
8. Telephone number of person to whom comments should be sent: (704) 904-4382
Fax: _____
9. Location of property: 20 Search Dr. Concord, NC 28025
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: _____
12. Total acres: 1.1 Total lots proposed: _____
13. Brief Description of development: one acre lot w/ house,
well is in back, needs to be hooked to city
14. Proposed Construction Schedule _____ Bad water quality
15. Type of Service requested Need water hooked to city

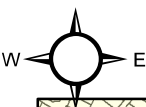
4/23/21
Date

Meredith M Smith
Signature of Owner/Agent

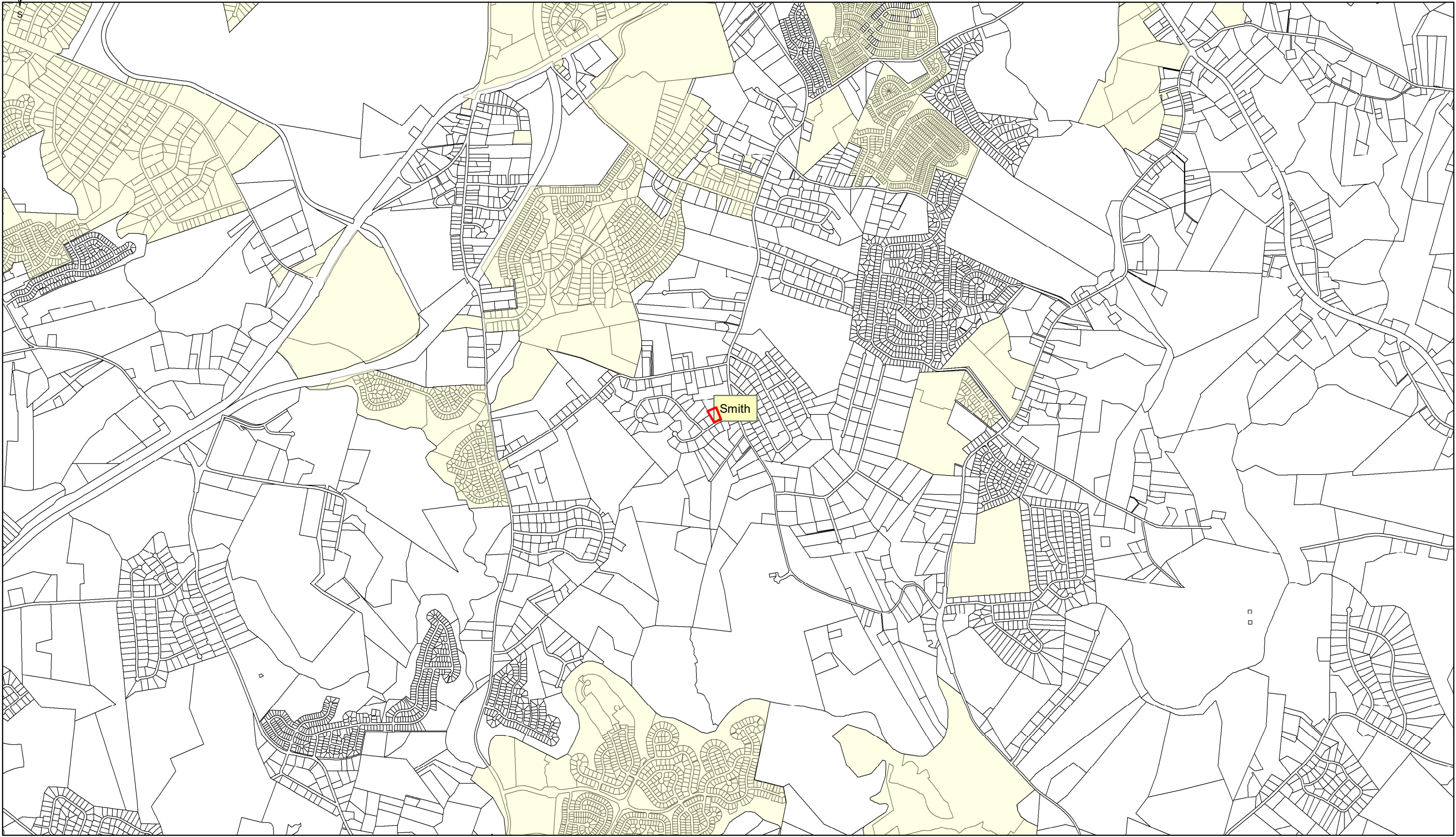
Meredith M Smith
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____



Preliminary Application



CONCORD CITY COUNCIL
BOARD AND COMMISSION APPOINTMENTS (All are 3 year terms
with the exception of the Fireman’s Relief Fund and the CDDC Board of
Directors)

TERM EXPIRES

Alcoholic Beverage Control Board

(3 members all appointed by City) (NO LIMIT ON TERMS)

- | | | |
|----|-----------------|---------|
| 1. | Dr. Wanda White | 6/30/23 |
| 2. | Todd Phillips | 6/30/21 |
| 3. | Scott Padgett | 6/30/23 |

Fireman’s Relief Fund – (no term limit)

1. Jennifer Parsley
2. Terry Crawford

Concord/Kannapolis Transit Commission

(two Council Members appointed by City of Concord)

- | | | |
|----|----------------|----------|
| 1. | Ella Mae Small | 12/31/23 |
| 2. | John Sweat | 12/31/23 |

**Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO);
TAC and TCC
(One-year terms)**

TAC – (2 Council Members appointed)

- | | | |
|----|----------------------------|----------|
| 1. | JC McKenzie | 12/31/21 |
| 2. | Terry Crawford – alternate | 12/31/21 |

TCC – (2 City staff members appointed)

- | | | |
|----|--------------------------------|----------|
| 1. | Phillip Graham | 12/31/21 |
| 2. | LeDerick Blackburn – alternate | 12/31/21 |

Centralina Regional Council (one-year terms)

- | | | |
|----|------------------------|----------|
| 1. | Andy Langford | 12/31/21 |
| 2. | John Sweat – alternate | 12/31/21 |

Planning & Zoning Commission

(7 members – 6 appointed by City and 1 by County (ETJ); 2 alternates – appointed by City)
(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

- | | | |
|---------------------------------|---|---------|
| 1. | Kevin Killough (reappointed 6/13/19 – 2 nd term) | 6/30/22 |
| 2. | Eric Williamson (appointed 6/14/18) | 6/30/21 |
| 3. | J King (reappointed 6/11/2020 – 2 nd term) | 6/30/23 |
| 4. | Debbie Norman (second term) | 6/30/21 |
| 5. | William Isenhour (second term) | 6/30/21 |
| 6. | John Howard | 6/30/22 |
| 7. | ETJ (County appointment) | |
| Alternates: 1. Charles Grimsley | | 6/30/22 |
| | 2. Maya Jones | 6/30/22 |

5/27/21

Board of Adjustment

(7 members – 6 appointed by City and 1 by County (ETJ); 2 alternates – appointed by City)
(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

1.	James McDonald	6/30/21
2.	David Niekamp	6/30/22
3.	Steve Bradley (2 nd term)	6/30/23
4.	Cesar Correa (2 nd term)	6/30/23
5.	Chuck Collier	6/30/23
6.	Coretta Grant	6/30/23
7.	ETJ member	
Alternates:	1. Steve Tice	6/30/22
	2. Phil Jones	6/30/23

Historic Preservation Commission (members do NOT have to reside in Historic District) (7 members and 2 alternates all appointed by City)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

1.	Brian Floyd (appointed 1/11/18)	6/30/21
2.	Lee Gray (2 nd term – can't be reappointed)	6/30/21
3.	Jim Ramseur (appointed 6/14/18)	6/30/21
4.	Lea Halloway (reappointed 6/13/19 - 2 nd term)	6/30/22
5.	Carolyn Coggins (appointed 6/14/18)	6/30/21
6.	Scott Elliott (appointed 6/14/18)	6/30/21
7.	Amy Landis (appointed 10/9/18)	6/30/21
Alternates:	1. Shelby Dry	6/30/23
	2. Aimee Cain	6/30/23

Library Board of Trustees

(County Board – City appoints 1 member and confirms 1 County appointment) (MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE TERMS)

City Appointment:	Michael Cook- (2 nd term)	6/30/22
Confirmed County Appointment:	Rachel Porter (appt'd 8/20)	8/31/23

WSACC

Council Appt'd:	David Phillips	6/30/23
City Member:	* Jeff Corley	6/30/22

*Jeff Corley appt'd 12/12/19 to fill unexpired term of Christie Putnam

Stormwater Management Advisory Committee

Group 1 - (2 members with engineering or scientific training, vocational experience, or strong personal interest in environmental mgmt. or preservation)

Group 2 - (2 members from recognized neighborhood associations)

Group 3 - (2 members from business or non-profit organizations)

At-Large Members (3)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE TERMS)

Group 1

1.	Bertram Hinton, Jr.	6/30/21
2.	Barry Hawkins	6/30/23

Group 2

3.	Vacant (Douglas Williams resigned 5/24)	
4.	Betty Stocks	6/30/23

Group 3

5.	Vacant (Anthony Weiss resigned 5/24)	
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5/27/21

6.	Jack Stein	6/30/23
<u>At large members</u>		
7.	Kim Greer	6/30/23
8.	Don Seitz	6/30/21
9.	Vacant	

At the June 8, 2017 City Council mtg, the Council voted to adopt Ord. #17-46 to amend the Chapter 60 of the City Code. The amendment reduced the number of members in each group from three (3) members to two (2) members and the remaining three (3) members were appointed as Members At Large.

CDDC Board of Directors – (one-year term)

City Member:	Josh Smith – (reappointed 6/13/19)	06/30/21
--------------	------------------------------------	----------

Barber Scotia Community Task Force Committee

At the July 20, 2017 City Council meeting, the Council voted to appoint an advisory committee related to the future of the Barber Scotia Campus. This committee was labeled the Barber Scotia Property Task Force Committee. Council Members, City staff, community members and leaders, and Barber Scotia Alumni were appointed to serve on the Committee. There are no term limits for this Committee.

Current Members:

1. JC McKenzie, Council Member
2. Ella Mae Small, Council Member
3. Lloyd Payne, City Manager
4. Steve Osborne, PND Director
5. Shanell Varner, Cabarrus EDC
6. Alice Steele Robinson, Barber Scotia Alumni
7. Johnson Bray, CDDC Director
8. Betty Stocks, Barber Scotia Alumni
9. David Smith, Community Leader, 5/3 Bank
10. Carol Saloum, Community Leader
11. Dianne Snyder, retired Chancellor at Cabarrus College of Health Sciences
12. Dr. Melvin Douglass, President Barber Scotia College
13. Karen Soares, Barber Scotia College Board of Trustees
14. AJ Clark, President of Logan Neighborhood Community Assoc.
15. Carla Black, Principal of Cabarrus Early College High School

Public Art Advisory Committee

At the November 13, 2014 City Council meeting, the Council voted to establish a permanent 10 member Public Art Advisory Committee to facilitate delegated City funded art projects, identify potential project areas within Center City, and to make recommendations on potential (if any) zoning / development regulations as it relates to public art and encourage privately funded “public” art projects.

At the March 11, 2021 City Council meeting, the Council voted to include a staff member from the City’s Parks and Recreation Department and also to include 3 at-large members.

The committee consists of the following:

City Council Members (2)

Council Member Small
Council Member Langford (appointed 1/09/20)

Planning & Neighborhood Development staff members (2)

Sarah Gay
Starla Rogers

Parks and Recreation Department (1)

Montana Maurer

Director of Concord Downtown Development Corporation (CDDC)

Johnson Bray (replaced Diane Young in July 2018)

Director of Cabarrus Arts Council

Noell Scott

Cabarrus Arts Council Board Member (1)

Rebecca Collins

Local Community Member (1)

Tara Bengle

Artist (1)

Julia Lawing (appointed 6/13/19)

Downtown building owner (1)

Justin Mueller (appointed 6/13/19)

At-large Members (3)

All positions vacant

Concord Family Enrichment Association

At the April 11, 2019 City Council meeting, the Council voted to create a nonprofit tax exempt entity to enable staff to apply for grants and/or funds that would not otherwise be available to the Housing Department. This entity is a supporting organization of the City, meaning that the funds received and/or raised can be utilized to directly benefit the City's affordable housing initiatives.

The Housing Director, Angela Graham, was appointed as the Director of the Concord Family Enrichment Association.

The following Board members were appointed for a 1-yr term. In January 2020, the bylaws were amended to extend the terms to 3-yr terms ending 6/30 with no term limits:

Maya Jones	6/30/22
John Sears	6/30/22
Council Member Terry Crawford	6/30/22
5/27/21	

Council Member JC McKenzie	6/30/22
Steve Osborne, Planning and Neighborhood Development Director	6/30/22
Josh Smith, Assistant City Manager	6/30/22

Concord United Committee

At the February 11, 2021 City Council meeting, the Council approved the establishment of the Concord United Committee.

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.

Members shall have three-year appointments following initial appointments.

Bertram Hinton, Jr.	5/21/21 – 4/30/22 – Co-Chair
Ann Fleming	5/21/21 – 4/30/23 – Co-Chair
Robert Kirk	5/21/21 – 4/30/24 – Co-Chair
Aimy Steele	5/21/21 – 4/30/22
Betty Stocks	5/21/21 – 4/30/22
Caroline Overcash	5/21/21 – 4/30/22
Greg Mills	5/21/21 – 4/30/22
Lamarie Austin-Stripling	5/21/21 – 4/30/22
Mandy Jones	5/21/21 – 4/30/22
Quinton Locklear	5/21/21 – 4/30/22
Amos McClorey	5/21/21 – 4/30/23
Chris Bowe	5/21/21 – 4/30/23
Cindy Hanson	5/21/21 – 4/30/23
Douglas Carroll	5/21/21 – 4/30/23
Gracie Galloway	5/21/21 – 4/30/23
Ingrid Nurse	5/21/21 – 4/30/23
Lisa Matthews	5/21/21 – 4/30/23
Jennifer Terris	5/21/21 – 4/30/24
Joe DeJesus	5/21/21 – 4/30/24
Kiran Patel	5/21/21 – 4/30/24
Lyndia Gabriel	5/21/21 – 4/30/24
Rayshion Sashington	5/21/21 – 4/30/24
Sandra Torres	5/21/21 – 4/30/24
Theresa Scott-Stills	5/21/21 – 4/30/24

VIA ELECTRONIC MAIL

TO: Alex Burris 1501.10 Concord
Electric Systems Director

FROM: Amy Blinson
Senior Executive Assistant

DATE: May 3, 2021

SUBJECT: Non-Power Agencies Commissioners

Based on our recent email conversations I understand that Bob Pate retired. Mr. Pate served on the Non-Power Agencies Board of Commissioners as the Commissioner and Scott Chunn serves as the First Alternate. The process for appointing city/town representatives to this Board is done at your local council meetings.

Attached are the blank oaths that can be signed/notarized as soon as the appointment(s) are made. You can scan those to me via email as soon as they are completed. I will also need a copy of the finalized minutes from the City Council meeting where the appointment(s) were made. I realize the minutes will come later as they have to be approved. If Mr. Chunn remains First Alternate, I will only need the oath for commissioner.

I will also need the contact information for the new appointees for communication purposes (full name, professional title, mailing address, pertinent phone numbers and email).

Let me know if you have any questions or concerns. Thanks in advance for your assistance.

adb

Attachments

cc: Kim Deason, City Clerk

OATH

I, _____, do solemnly swear, or affirm, that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as Commissioner of the Non-Power Agencies Commissioners, and that I will adhere to and abide by the ElectriCities’ Ethical and Professional Code of Conduct, so help me God.

Commissioner

Sworn to and subscribed before me,
this _____ day of _____, 2021.

Notary Public

My Commission Expires:

(NOTARY SEAL HERE)

OATH

I, _____, do solemnly swear, or affirm, that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as First Alternate Commissioner of the Non-Power Agencies Commissioners, and that I will adhere to and abide by the ElectriCities’ Ethical and Professional Code of Conduct, so help me God.

First Alternate Commissioner

Sworn to and subscribed before me,
this _____ day of _____, 2021.

Notary Public

My Commission Expires:

(NOTARY SEAL HERE)



CONCORD-PADGETT REGIONAL AIRPORT
 NEW AIR LINE SERVICE INCENTIVE PROGRAM
 2021

Program Overview

The Airport's new air service incentive program is available to FAA Part 121 air carriers with DOT approval to provide scheduled domestic air service. Air carriers operating under FAA Part 135 or FAA Part 380 are not eligible for the Airport's new air service incentive program.

The program is limited to eight additional new destinations, not currently flown by the incumbent airline. The following city pair destinations and airports are not eligible for any Airport incentives.

<u>City</u>	<u>Airport(s)</u>
Orlando	MCO and SFB
Tampa/St. Pete	TPA and PIE
Fort Myers/Punta Gorda	RSW and PGD
Fort Lauderdale	FLL
Sarasota	SRQ
West Palm Beach	PBI
New Orleans	MSY and NEW
Fort Walton Beach	VPS

The program includes two types of incentives: per turn charge waivers and marketing support. The program incentives are based on the frequency and seasonality of city pair service.

Year-Round Service, Minimum Six Frequencies per Week for 26 weeks: Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for 6 months of service
- \$50,000 in marketing funding for the first 6 months

Year-Round Service, Less Than Daily service, Less Than Six Frequencies per Week for 26 weeks: Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for 6 months of service
- \$25,000 in marketing funding for the first 6 months

Seasonal Service, Less Than Daily service, Less Than Six Frequencies per Week for 26 weeks:
Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for one season of service
- \$20,000 in marketing funding for the first 6 months

Short Seasonal Service, Less Than Daily service, Less Than Six Frequencies per Week for 12 weeks: Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for one season of service
- \$10,000 in marketing funding for the first 6 months

Definitions

“Per turn charges” include all airline cost for landing fees, ramp use, baggage claim use, and all common use space in the airline terminal.

“Destination” is defined as any airport without current scheduled non-stop flights to and from Concord-Padgett Regional Airport.

Incentive Terms

Marketing cash can either be spent by the Airport to promote the service, or spent directly by the carrier and reimbursed upon receipt of actual ad placement invoices.

All advertising must mention, specifically, Concord-Padgett Regional Airport, the airline and the new destination.

The Airport reserves the right to approve advertising placed by the carrier.

NORTH CAROLINA
CABARRUS COUNTY

STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this 17th day of May, 2021, by Pulte Home Company, LLC, a Michigan limited liability corporation, whose principal address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326 (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 MEASURES (SCMs), 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: 3084 Roberta Road, Concord, NC, Cabarrus County Property Identification Numbers (PINs): 5519-53-0773, 5519-53-9508 and 5519-43-7877. Being lands being conveyed to Grantor by deeds recorded in Book and Page 13710/306 and Book and Page 13710/328 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 six (6) engineered stormwater control structures, namely two Wet Detention Basins, one (1) Sand Filter and three (3) Bio Retentions, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (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 Measures; 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 **"Spring Meadow SCM #1 (SCM #1 Exhibit) (Sheet 1 of 3)"** and labeled **"SCM #1 67700 SF 1.554 AC"**, **"Spring Meadow SCM #2 (SCM #2 Exhibit) (Sheet 1 of 2 and Sheet 2 of 2)"** and labeled **"SCM #2 64590 SF 1.483 AC"**, **"Spring Meadow SCM #3A (SCM #3 Exhibit) (Sheet 1 of 2) and labeled "SCM #3A 46394 SF 1.065 AC"**, **"Spring Meadow SCM #3B (SCM #3 Exhibit) (Sheet 2 of 2) and labeled "SCM #3B 46394 SF 1.065 AC"**, **"Spring Meadow SCM #4 (SCM #4 Exhibit) (Sheet 1 of 2)"** and labeled **"SCM #4 17695 SF 0.406 AC"** and **"Spring Meadow SCM #5 (SCM #5 Exhibit) (Sheet 1 of 2) and labeled "SCM #5 24017 SF 0.551 AC"**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit "A"** titled **"Spring Meadow SCM #1 (SCM #1 Exhibit) (Sheet 1 of 3 Sheet 2 of 3, and 3 of 3)"** and labeled **"SCM Access Easement (Future Nesters Store Place SW 50' Public R/W) (Future Bell Spur Avenue 50' Public R/W) (Future Maple Shade Road SW 50' Public R/W) (Future Langhorne Avenue SW 50' Public R/W) (Future Big Ivy Street SW 60' Public R/W)"**, **"Spring Meadow SCM #2 (SCM #2 Exhibit) (Sheet 1 of 2 and Sheet 2 of 2)"** and labeled **"SCM Access Easement (Future Langhorne Avenue SW 50' Public R/W) (Future Beaver Dam Street SW 50' Public R/W)**, **"Spring Meadow SCM #3 (SCM #3 Exhibit) (Sheet 1 of 2 and Sheet 2 of 2) and labeled "SCM Access Easement (Future Light Ridge Court SW 50' Public R/W"**, **"Spring Meadow SCM #4 (SCM #4 Exhibit) (Sheet 1 of 2 and Sheet 2 of 2)"** and labeled **"SCM Access Easement (Future Light Ridge Court SW 50' Public R/W) (Future Turnip Patch Street SW 60' Public R/W)"** and **"Spring Meadow SCM #5 (SCM #5 Exhibit) (Sheet 1 of 2 and Sheet 2 of 2) and labeled "SCM Access Easement (Future Dan River Court SW 50' Public R/W)"**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Inspection and Maintenance Plans 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 entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in "**Exhibit B**", the Inspection and Maintenance Plans.

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

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, 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, CCDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, 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 Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

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

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____.”** shall be inserted by 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 Measures (SCMs), 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 ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS 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.

GRANTOR:

Pulte Home Company, LLC, a Michigan limited liability corporation

By: [Signature]
Name: Jeremy Huntsman Director of Land Development
Title

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Brooke Thorne, a Notary Public of the aforesaid County and State, do hereby certify that Jeremy Huntsman personally appeared before me this day and acknowledged that he/she is the Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability corporation and that he/she as Director of Land Development being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 17 day of May, 2021.

[Signature]
Notary Public
My commission expires: February 13, 2024



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 MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

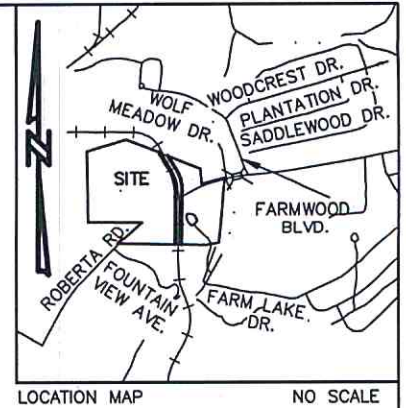
WITNESS my hand and notarial seal, this the _____ day of _____, 2021.

Notary Public _____
My commission expires: _____

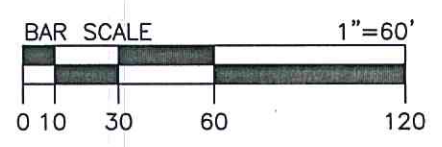
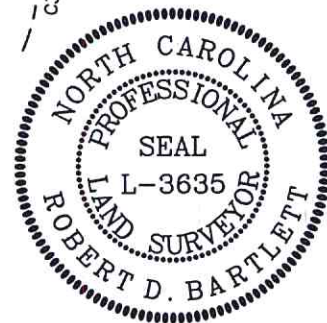
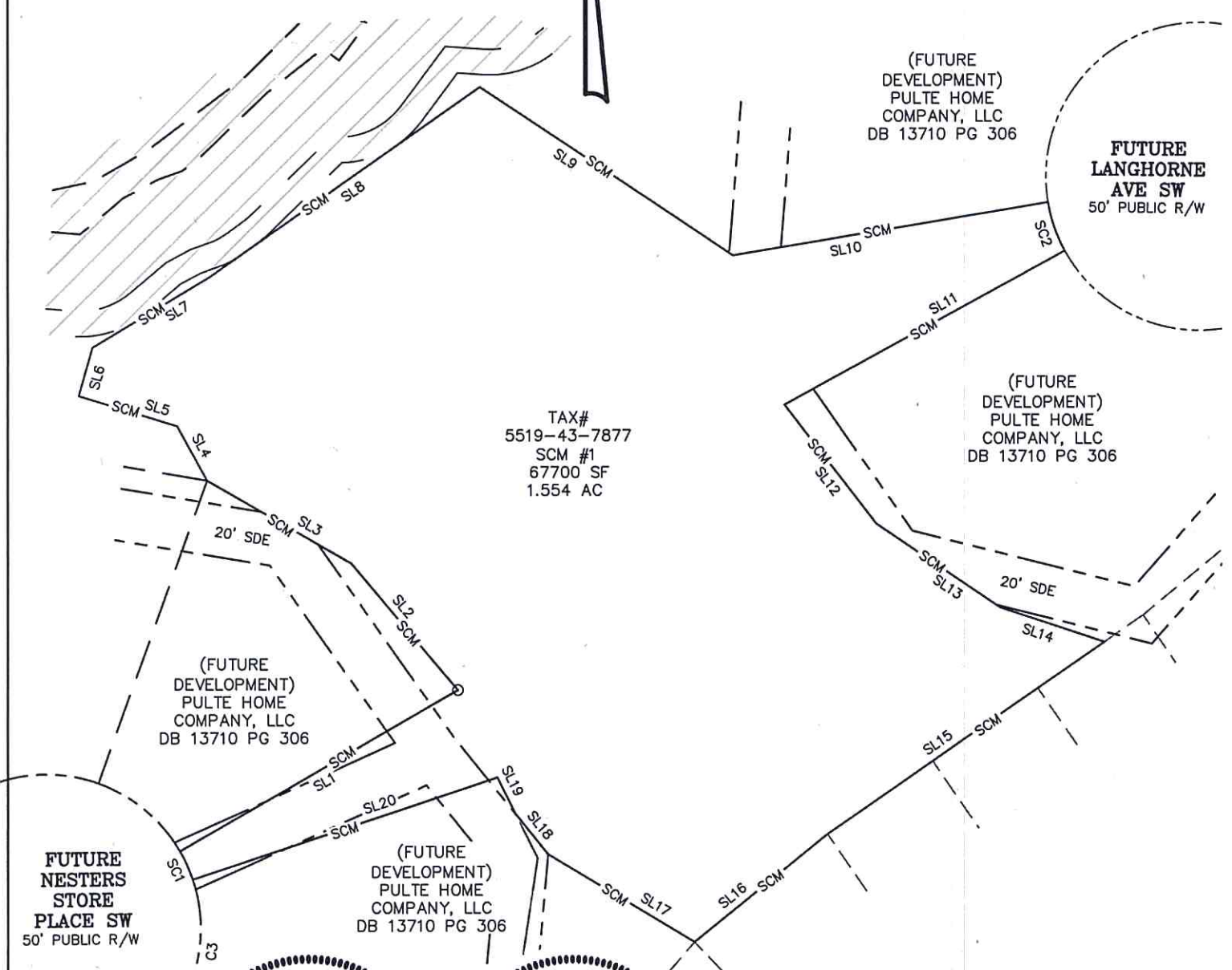
SCM #1 EXHIBIT

LEGEND

- SCM = STORMWATER CONTROL MEASURES
- SW = SIDEWALK
- RB = REBAR
- FND = FOUND
- COS = COMMON OPEN SPACE
- DB = DEED BOOK
- PG = PAGE
- MB = MAP BOOK
- R/W = RIGHT OF WAY
- NAD = NORTH AMERICAN DATUM
- CGF = COMBINED GRID FACTOR
- = FOUND CORNER (AS DESCRIBED)
- = SET #5 REBAR
- = PROPERTY LINE
- - - = ADJOINING PROPERTY LINE (NOT SURVEYED)
- — — = RIGHT OF WAY
- · — · — = EASEMENT
- SCM — = SCM ACCESS AND MAINTENANCE EASEMENT



NORTH ORIENTED TO
NC GRID (NAD 83/2011)



- NOTES:**
- NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
 - ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 - THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
 - PROPERTY IS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, AND OTHER LEGAL ENCUMBRANCES RECORDED AND UNRECORDED AS PRESCRIBED BY LAW.

I, ROBERT D. BARTLETT CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
 ROBERT D. BARTLETT, NCPLS L-3635 DATE
 FOR ESP ASSOCIATES, INC.

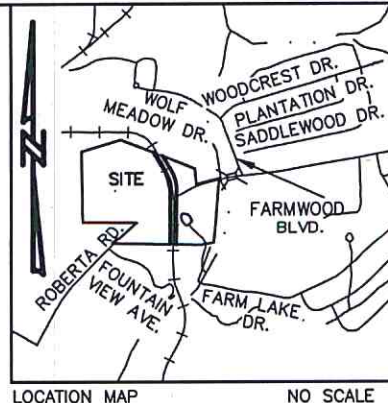
ESP Associates, Inc.
 P.O. Box 7030 3475 Lakemont Blvd.
 Charlotte, NC 28241 Fort Mill, SC 29708
 704-583-4949 (NC)
 803-802-2440 (SC)
www.espassociates.com

SPRING MEADOW SCM #1 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=60'
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date 5-11-21
FU28.901 Project No.		Drawing No. FU28.901-SCM 1 EXHIBIT.DWG
CJM Designed By	RDB Project-Mngr.	RDB Checked By
No.	Date	By
Revision		264
		Sheet 1 of 3

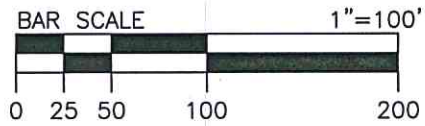
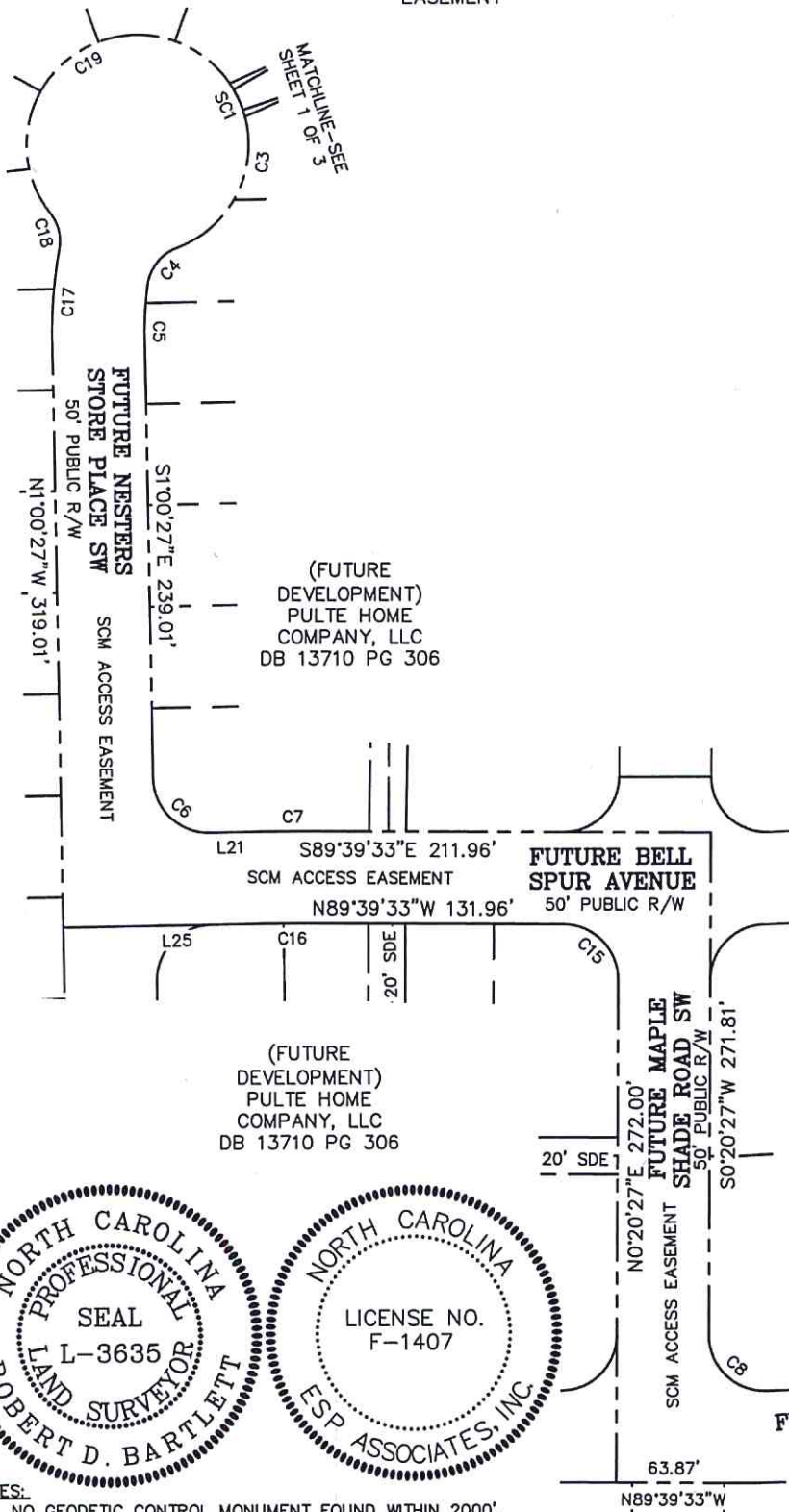
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- = FOUND CORNER (AS DESCRIBED)
- = SET #5 REBAR
- = PROPERTY LINE
- - - = ADJOINING PROPERTY LINE (NOT SURVEYED)
- - - = RIGHT OF WAY
- - - = EASEMENT
- SCM — = SCM ACCESS AND MAINTENANCE EASEMENT



LOCATION MAP NO SCALE



- NOTES:
1. NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
 2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 3. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
 4. PROPERTY IS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, AND OTHER LEGAL ENCUMBRANCES RECORDED AND UNRECORDED AS PRESCRIBED BY LAW.

I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
 ROBERT D. BARTLETT, NCPLS L-3635 DATE
 FOR ESP ASSOCIATES, INC.

ESP Associates, Inc.
 P.O. Box 7030 3475 Lakemont Blvd.
 Charlotte, NC 28241 Fort Mill, SC 29708
 704-583-4949 (NC)
 803-802-2440 (SC)
 www.espassociates.com

SPRING MEADOW SCM #1 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=100'
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date: 5-11-21
FU28.901 Project No.		Drawing No. FU28.901-SCM 1 EXHIBIT.DWG
CJM Designed By	RDB Project-Mngr.	RDB Checked By
No.	Date	By
Revision		265
		Sheet 2 of 3

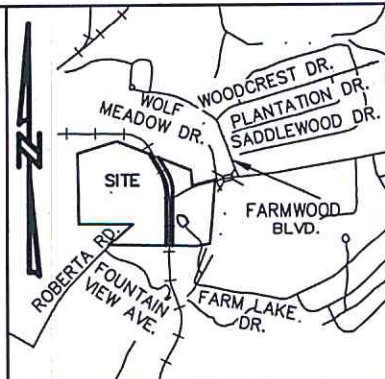
SCM #1 EXHIBIT

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- - - - - = RIGHT OF WAY
- - - - - = EASEMENT
- SCM — = SCM ACCESS AND MAINTENANCE EASEMENT



Line Table		
Line #	Direction	Length
SL1	N 59°58'24" E	125.00'
SL2	N 40°04'46" W	64.59'
SL3	N 60°11'06" W	64.59'
SL4	N 28°31'17" W	24.30'
SL5	N 72°51'07" W	40.04'
SL6	N 15°38'54" E	19.57'
SL7	N 58°47'08" E	53.13'
SL8	N 54°53'16" E	128.83'
SL9	S 56°17'45" E	118.80'
SL10	N 80°30'58" E	125.00'
SL11	S 61°19'40" W	125.00'
SL12	S 37°46'38" E	58.55'
SL13	S 55°59'13" E	58.55'
SL14	S 71°45'11" E	42.92'
SL15	S 55°23'08" W	131.69'
SL16	S 51°09'54" W	66.90'
SL17	N 59°02'56" W	66.59'
SL18	N 38°52'20" W	20.34'
SL19	N 26°33'35" W	15.82'
SL20	S 71°33'17" W	125.00'



LOCATION MAP NO SCALE

Line Table		
Line #	Direction	Length
L21	N 88°59'33" E	27.81'
L22	N 51°34'04" E	35.99'
L23	N 45°08'31" E	19.69'
L24	N 45°41'06" E	20.51'
L25	S 88°59'33" W	107.81'

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
SC1	60.00'	11°34'53"	12.13'	N 24°14'09" W	12.11'
SC2	60.00'	19°11'17"	20.09'	S 19°04'41" E	20.00'

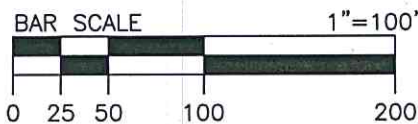
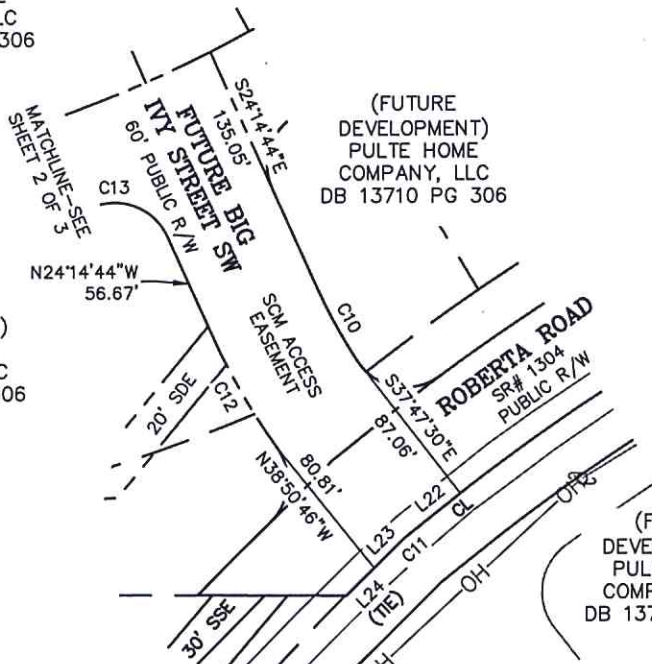
Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
C3	60.00'	87°47'40"	91.94'	S 25°27'07" W	83.20'
C4	25.00'	62°24'14"	27.23'	S 38°08'50" W	25.90'
C5	205.00'	7°57'10"	28.45'	S 2°58'08" W	28.43'
C6	30.00'	90°00'00"	47.12'	S 46°00'27" E	42.43'
C7	1358.00'	1°20'54"	31.96'	N 89°40'00" E	31.96'
C8	30.00'	91°19'48"	47.82'	S 45°19'27" E	42.92'
C9	725.00'	25°37'40"	324.28'	N 76°11'49" E	321.59'
C10	280.00'	8°56'05"	43.66'	S 28°42'46" E	43.62'
C11	32.50'	6°25'32"	3.64'	S 48°21'17" W	3.64'
C12	340.00'	11°19'30"	67.20'	N 29°54'29" W	67.10'
C13	30.00'	85°43'32"	44.89'	N 67°06'30" W	40.81'
C14	775.00'	20°18'42"	274.74'	S 80°11'06" W	273.31'
C15	30.00'	90°00'00"	47.12'	N 44°39'33" W	42.43'
C16	1308.00'	1°20'54"	30.78'	S 89°40'00" W	30.78'
C17	255.00'	11°05'26"	49.36'	N 4°32'16" E	49.28'
C18	25.00'	48°02'29"	20.96'	N 13°56'16" W	20.35'
C19	60.00'	187°55'54"	196.80'	N 56°00'27" E	119.71'

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306



- NOTES:**
1. NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
 2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 3. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
 4. PROPERTY IS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, AND OTHER LEGAL ENCUMBRANCES RECORDED AND UNRECORDED AS PRESCRIBED BY LAW.

I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
ROBERT D. BARTLETT, NCPLS L-3635 DATE
FOR ESP ASSOCIATES, INC.

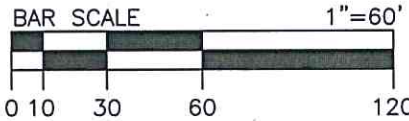
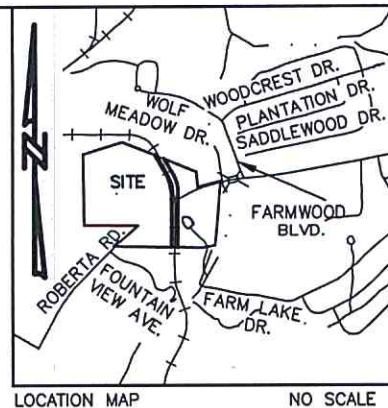
ESP Associates, Inc.
P.O. Box 7030 3475 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

SPRING MEADOW SCM #1 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=100'
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date 5-11-21
FU28.901 Project No.		Drawing No. FU28.901-SCM 1 EXHIBIT.DWG
CJM Designed By	RDB Project-Mngr.	RDB Checked By
No.	Date	By
Revision		Sheet 3
266		Of 3

SCM #2 EXHIBIT

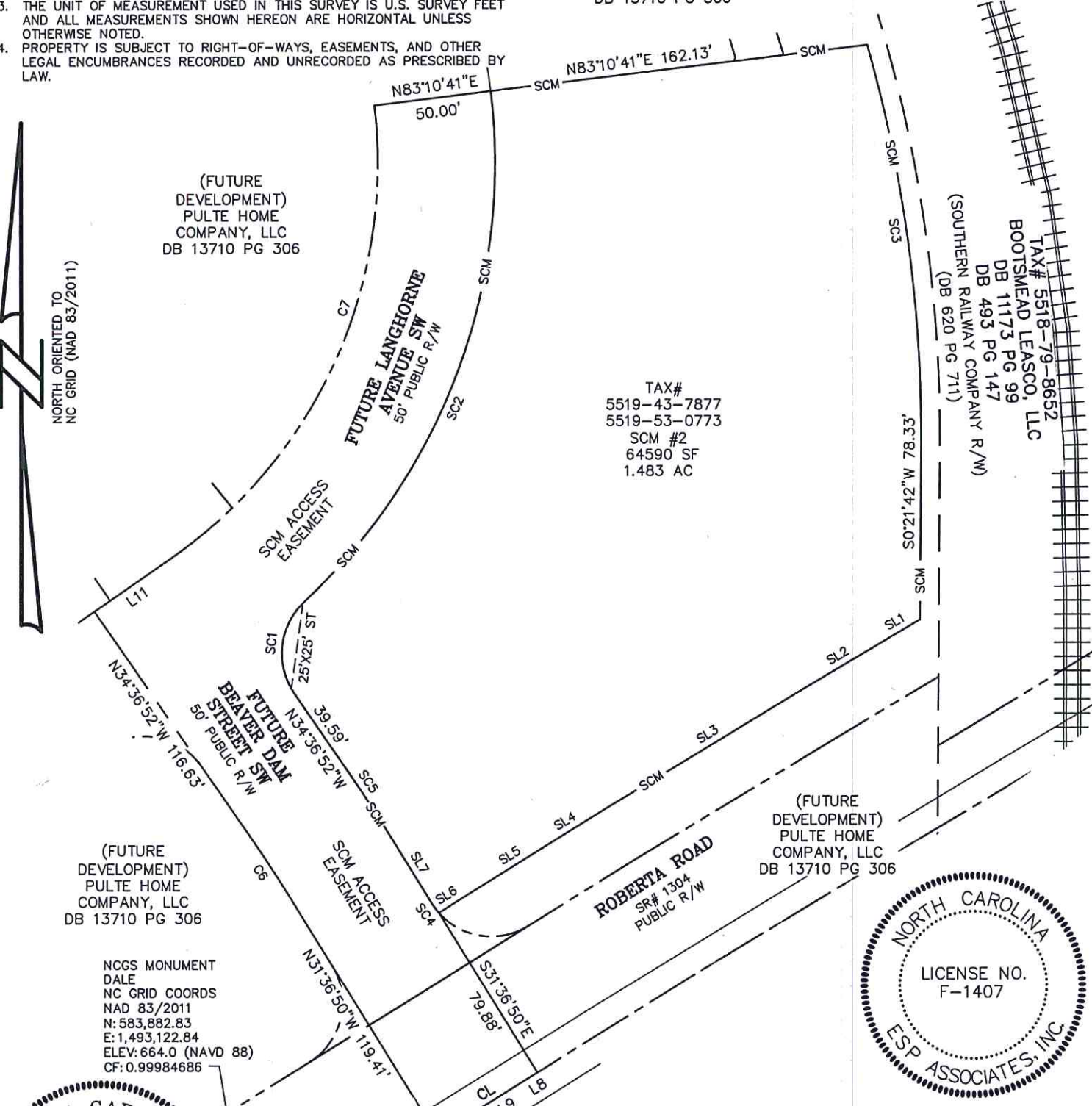
LEGEND

- SCM = STORMWATER CONTROL MEASURES
- SW = SIDEWALK
- RB = REBAR
- FND = FOUND
- COS = COMMON OPEN SPACE
- DB = DEED BOOK
- PG = PAGE
- MB = MAP BOOK
- R/W = RIGHT OF WAY
- NAD = NORTH AMERICAN DATUM
- CGF = COMBINED GRID FACTOR
- = FOUND CORNER (AS DESCRIBED)
- = SET #5 REBAR
- = PROPERTY LINE
- - - = ADJOINING PROPERTY LINE (NOT SURVEYED)
- - - - - = RIGHT OF WAY
- - - - - = EASEMENT
- - - - - SCM = SCM ACCESS AND MAINTENANCE EASEMENT



- NOTES:**
- NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
 - ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 - THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
 - PROPERTY IS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, AND OTHER LEGAL ENCUMBRANCES RECORDED AND UNRECORDED AS PRESCRIBED BY LAW.

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306



NORTH ORIENTED TO
NC GRID (NAD 83/2011)

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

TAX#
5519-43-7877
5519-53-0773
SCM #2
64590 SF
1.483 AC

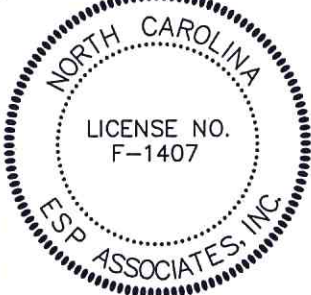
TAX# 5518-79-8652
BOOTSMead LEASCO, LLC
DB 11173 PG 99
DB 493 PG 147
(SOUTHERN RAILWAY COMPANY R/W)
(DB 620 PG 711)

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

NCGS MONUMENT
DALE
NC GRID COORDS
NAD 83/2011
N: 583,882.83
E: 1,493,122.84
ELEV: 664.0 (NAVD 88)
CF: 0.99984686

NC GRID COORDS
NAD 83/2011
N: 593,584.12
E: 1,515,299.86



I, ROBERT D. BARTLETT CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett DATE 5/13/21
ROBERT D. BARTLETT, NCPLS L-3635
FOR ESP ASSOCIATES, INC.

ESP Associates, Inc.
P.O. Box 7030 3475 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

SPRING MEADOW SCM #2 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=60' Date: 5-11-21
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Drawing No. FU28.901-SCM 2 EXHIBIT.DWG
FU28.901 Project No.	CJM Designed By	RDB Project-Mngr.
RDB Checked By	RDB Checked By	Sheet 1 of 2

No.	Date	By	Revision
267			

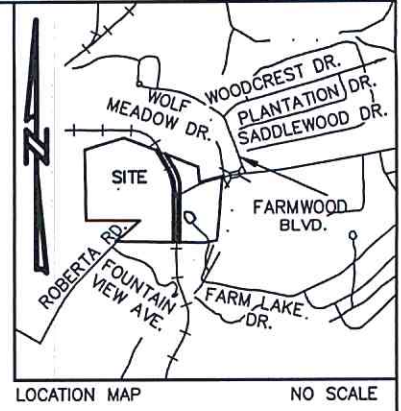
**SCM #2
EXHIBIT**

LEGEND

- SCM = STORMWATER CONTROL MEASURES
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- = RIGHT OF WAY
- = EASEMENT
- SCM ----- = SCM ACCESS AND MAINTENANCE EASEMENT

NOTES:

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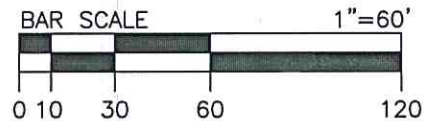


Line Table		
Line #	Direction	Length
SL1	N 59°25'48" E	19.81'
SL2	N 59°26'10" E	36.83'
SL3	N 59°07'23" E	100.97'
SL4	N 58°20'55" E	26.61'
SL5	N 58°11'17" E	41.37'
SL6	N 57°53'57" E	14.76'
SL7	S 31°36'50" E	34.18'

Line Table		
Line #	Direction	Length
L8	N 58°03'23" E	5.71'
L9	N 58°03'23" E	26.76'
L10	N 58°38'52" E	17.99'
L11	S 55°23'08" W	39.04'

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
SC1	30.00'	81°44'10"	42.80'	S 6°15'13" W	39.26'
SC2	255.00'	53°56'37"	240.08'	N 20°08'59" E	231.31'
SC3	608.78'	15°50'18"	168.29'	N 7°47'28" W	167.75'
SC4	30.00'	10°04'50"	5.28'	S 36°39'15" E	5.27'
SC5	625.00'	3°00'03"	32.73'	N 33°06'51" W	32.73'

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
C6	575.00'	3°00'03"	30.11'	N 33°06'51" W	30.11'
C7	205.00'	62°12'27"	222.57'	N 24°16'54" E	211.80'



I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
 ROBERT D. BARTLETT, NCPLS L-3635 DATE
 FOR ESP ASSOCIATES, INC.

ESP Associates, Inc.
 P.O. Box 7030 3475 Lakemont Blvd.
 Charlotte, NC 28241 Fort Mill, SC 29708
 704-583-4949 (NC)
 803-802-2440 (SC)
 www.espassociates.com

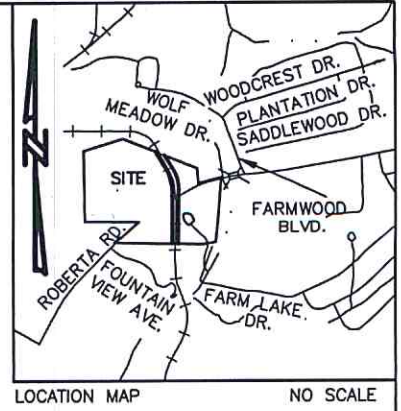
SPRING MEADOW SCM #2 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=60'
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date 5-11-21
FU28.901 Project No.		Drawing No. FU28.901-SCM 2 EXHIBIT.DWG
Designed By CJM	Drawn By RDB	Checked By RDB
Project-Mngr. RDB	Checked By RDB	Sheet 2
Revision 268		Of 2

SCM #3 EXHIBIT

LEGEND

- SCM = STORMWATER CONTROL MEASURES
- SW = SIDEWALK
- RB = REBAR
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- - - = ADJOINING PROPERTY LINE (NOT SURVEYED)
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- - - - - = EASEMENT
- SCM — = SCM ACCESS AND MAINTENANCE EASEMENT

Line Table		
Line #	Direction	Length
SL1	S 55°15'04" E	73.81'
SL2	S 74°34'08" E	6.27'
SL3	S 0°57'37" W	17.75'
SL4	N 29°23'49" W	0.62'
SL5	N 51°57'28" E	6.38'
SL6	N 30°24'06" E	51.98'
SL7	N 51°05'30" E	110.00'
SL8	N 38°54'30" W	125.00'
SL9	N 51°05'30" E	20.00'
SL10	S 38°54'30" E	125.00'
SL11	N 51°05'30" E	55.00'
SL12	S 38°54'30" E	60.28'
SL13	N 44°26'01" E	12.92'

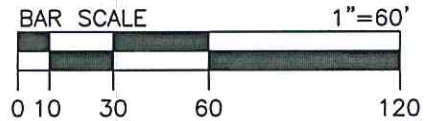
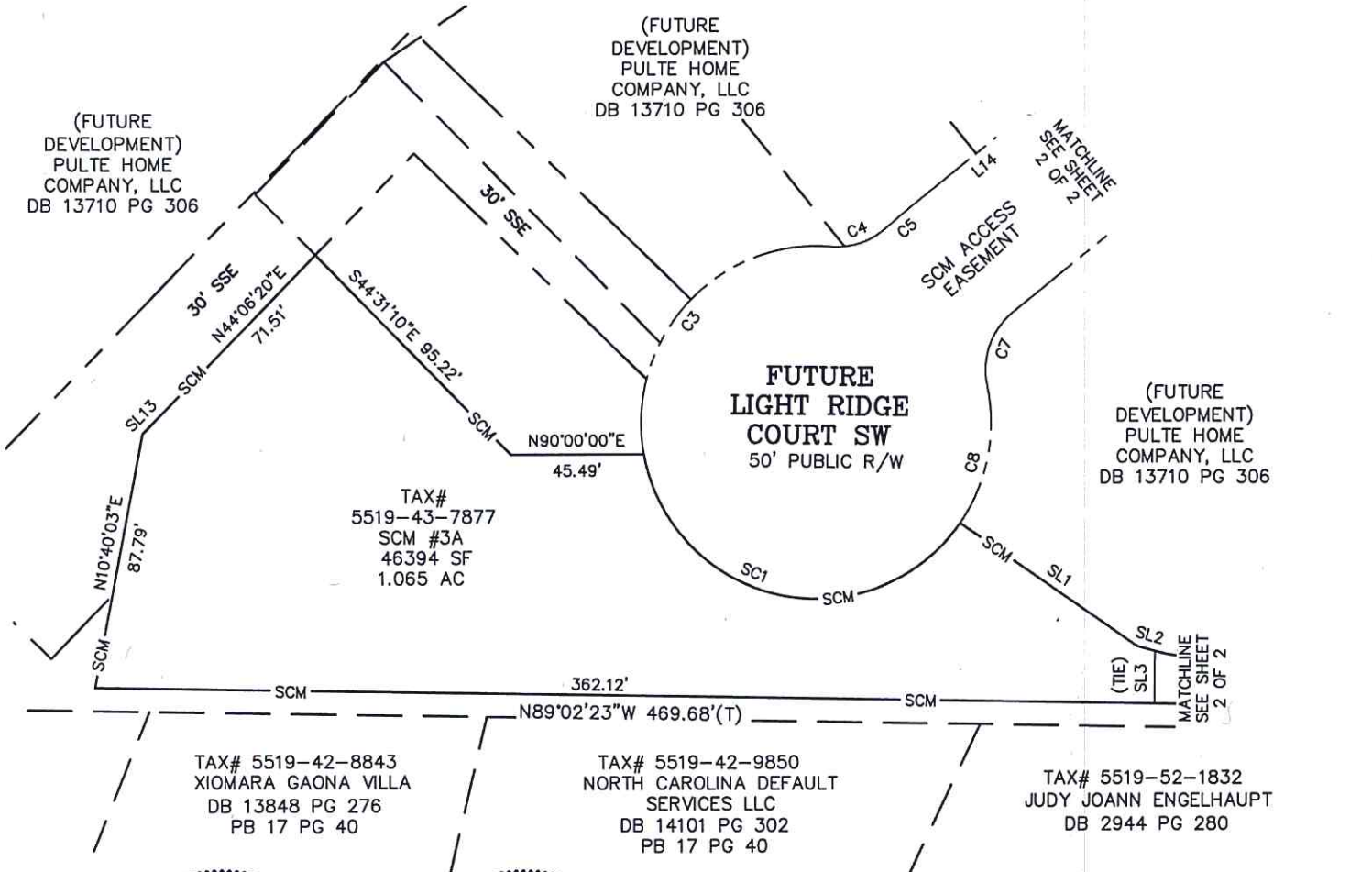


NORTH ORIENTED TO NC GRID (NAD 83/2011)

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
SC1	60.00'	135°01'12"	141.39'	S 77°44'34" E	110.87'
SC2	57.50'	60°44'50"	60.96'	N 75°03'27" E	58.15'

NOTES:

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2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
3. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
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Robert D. Bartlett 5/13/21
 ROBERT D. BARTLETT, NCPLS L-3635 DATE
 FOR ESP ASSOCIATES, INC.

ESP Associates, Inc.
 P.O. Box 7030 3475 Lakemont Blvd.
 Charlotte, NC 28241 Fort Mill, SC 29708
 704-583-4949 (NC)
 803-802-2440 (SC)
 www.espassociates.com

SPRING MEADOW SCM #3 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=60' Date: 5-11-21
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Drawing No. FU28.901-SCM 3 EXHIBIT.DWG
FU28.901 Project No.	CJM Designed By	RDB Drawn By
RDB Project-Mngr.	RDB Checked By	Sheet 1 of 2

No.	Date	By	Revision
269			

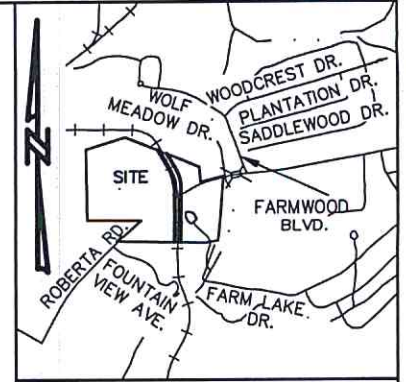
SCM #3 EXHIBIT

NOTES:

1. NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
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3. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
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Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
C3	60.00'	105°03'53"	110.02'	S 42°17'53" W	95.24'
C4	25.00'	46°34'39"	20.32'	N 71°32'29" E	19.77'
C5	255.00'	2°50'21"	12.64'	S 49°40'20" W	12.63'
C6	32.50'	6°25'32"	3.64'	S 48°21'17" W	3.64'
C7	25.00'	63°15'40"	27.60'	S 19°27'40" W	26.22'
C8	60.00'	46°55'06"	49.13'	N 11°17'23" E	47.77'

Line Table		
Line #	Direction	Length
L14	S 51°05'30" W	67.27'
L15	N 45°08'31" E	15.68'
L16	N 51°34'04" E	30.78'



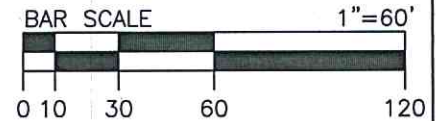
NORTH ORIENTED TO NC GRID (NAD 83/2011)

LOCATION MAP NO SCALE

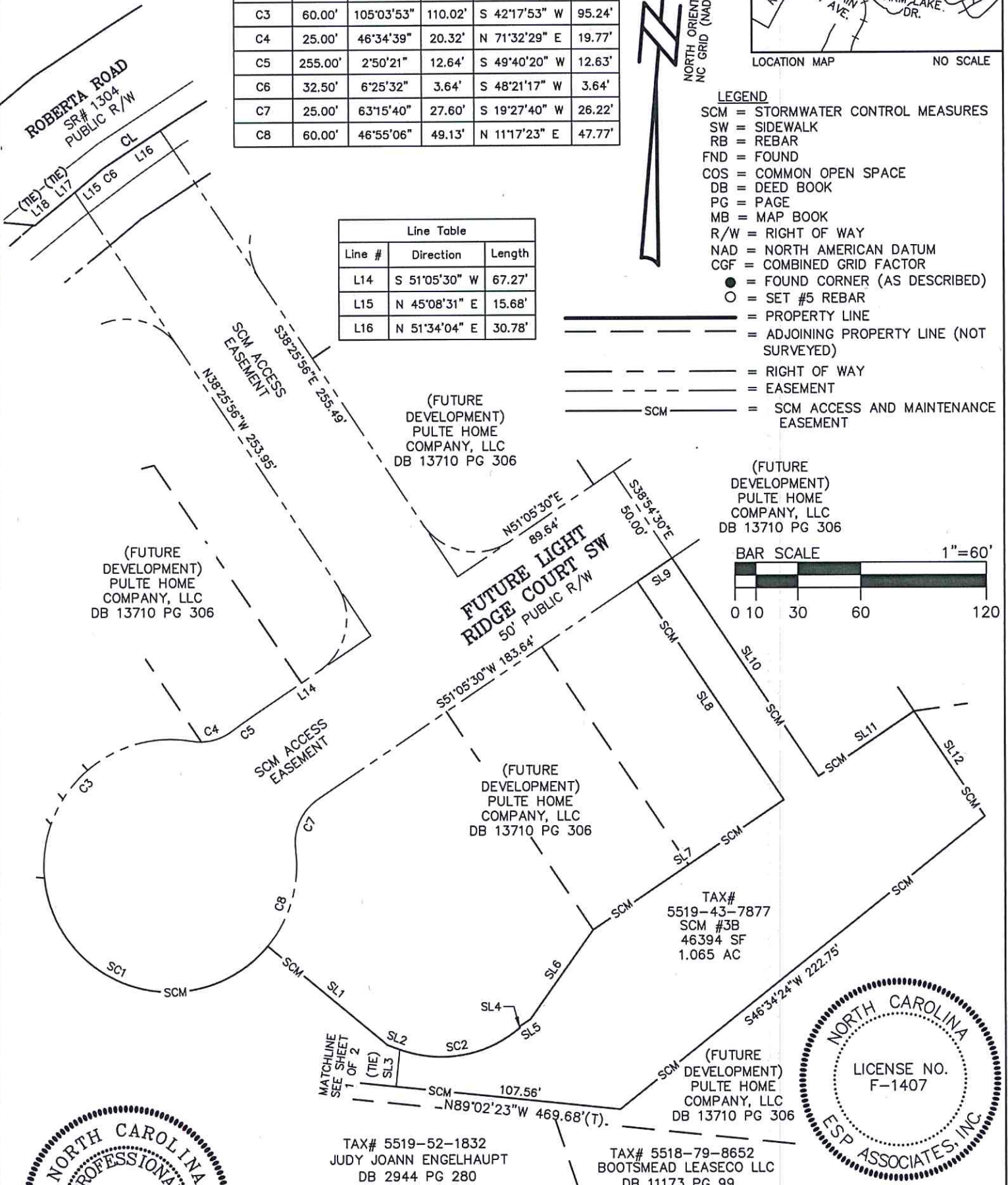
LEGEND

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- = SET #5 REBAR
- = PROPERTY LINE
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- - - = RIGHT OF WAY
- - - = EASEMENT
- - - SCM = SCM ACCESS AND MAINTENANCE EASEMENT

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306



1"=60'



I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
ROBERT D. BARTLETT, NCPLS L-3635 DATE
FOR ESP ASSOCIATES, INC.

ESP ESP Associates, Inc.
P.O. Box 7030 3475 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
704-583-4949 (NC)
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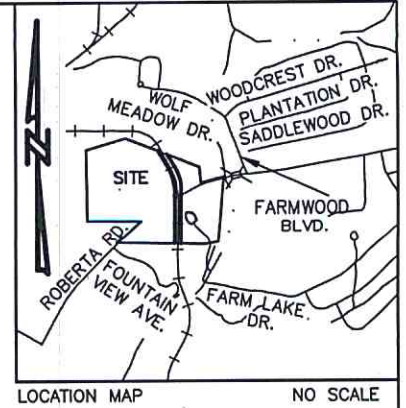
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CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date 5-11-21
FU28.901 Project No.		Drawing No. FU28.901-SCM 3 EXHIBIT.DWG
CJM Designed By	RDB Project-Mngr.	RDB Checked By
Revision 270		Sheet 2
		Of 2

**SCM #4
EXHIBIT**

LEGEND

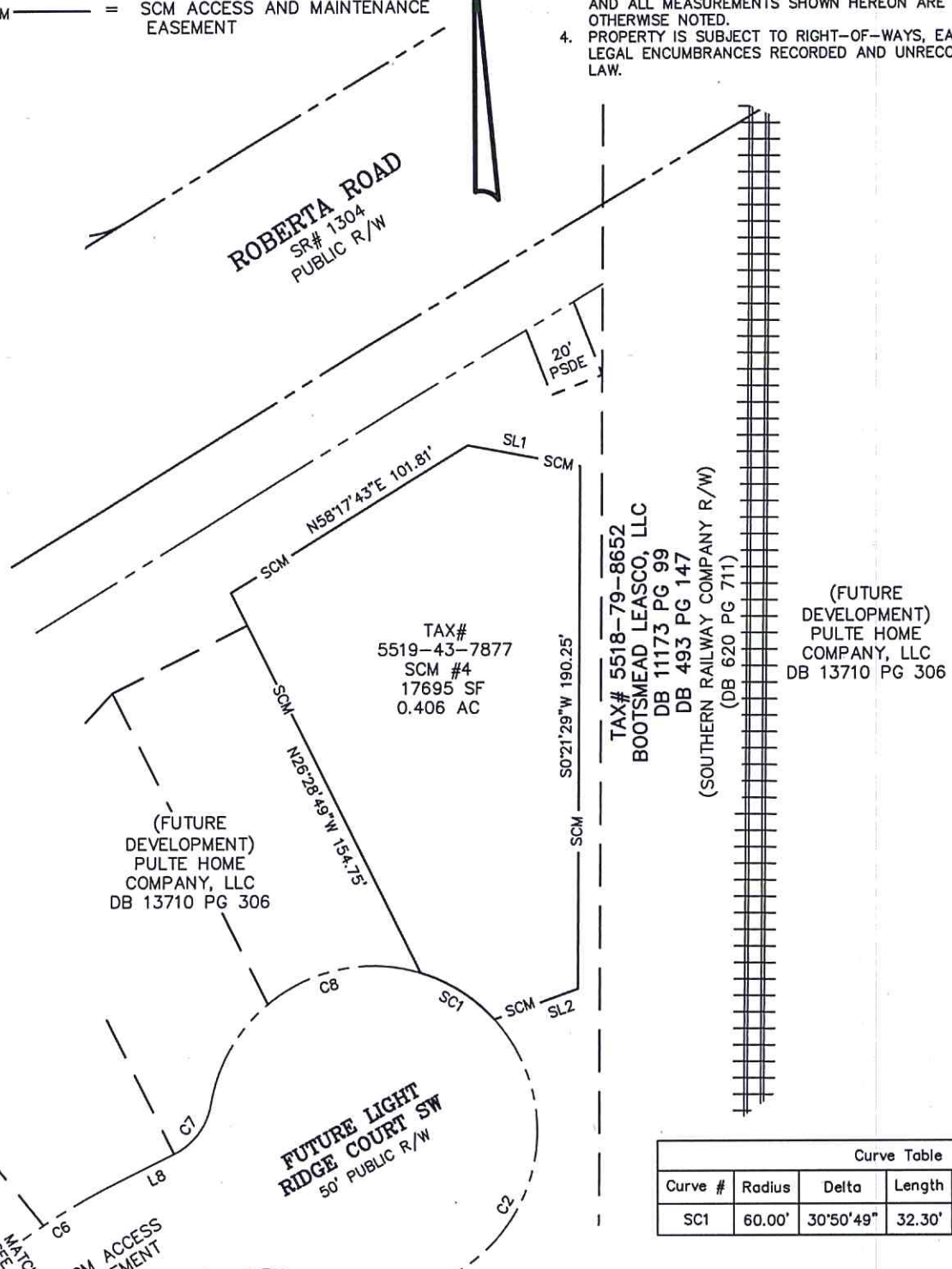
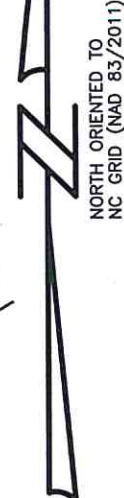
- SCM = STORMWATER CONTROL MEASURES
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- RB = REBAR
- FND = FOUND
- COS = COMMON OPEN SPACE
- DB = DEED BOOK
- PG = PAGE
- MB = MAP BOOK
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- CGF = COMBINED GRID FACTOR
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- = SET #5 REBAR
- = PROPERTY LINE
- - - = ADJOINING PROPERTY LINE (NOT SURVEYED)
- - - - - = RIGHT OF WAY
- - - - - = EASEMENT
- SCM — = SCM ACCESS AND MAINTENANCE EASEMENT

Line Table		
Line #	Direction	Length
SL1	S 79°19'48" E	41.80'
SL2	S 69°57'58" W	32.52'



NOTES:

1. NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
3. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
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TAX#
5519-43-7877
SCM #4
17695 SF
0.406 AC

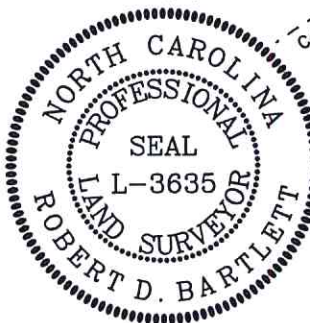
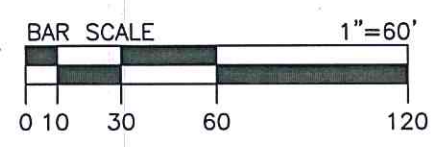
TAX# 5518-79-8652
BOOTSMEAD LEASCO, LLC
DB 11173 PG 99
DB 493 PG 147
(SOUTHERN RAILWAY COMPANY R/W)
(DB 620 PG 711)

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

FUTURE LIGHT RIDGE COURT SW
50' PUBLIC R/W

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
SC1	60.00'	30°50'49"	32.30'	N 57°36'33" W	31.91'



I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
ROBERT D. BARTLETT, NCPLS L-3635 DATE
FOR ESP ASSOCIATES, INC.

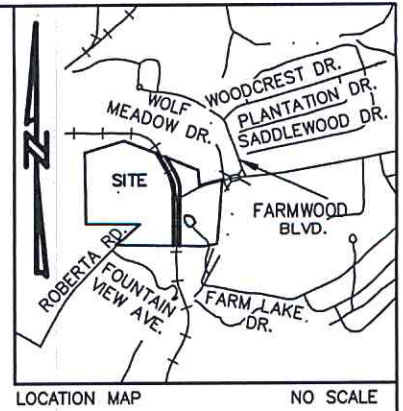
ESP Associates, Inc.
P.O. Box 7030 3475 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

SPRING MEADOW SCM #4 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=60'
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date 5-11-21
FU28.901 Project No.	CJM Designed By	RDB Project-Mngr.
RDB Checked By	RDB Checked By	Sheet 1
		Of 2

No.	Date	By	Revision
			271

SCM #4 EXHIBIT

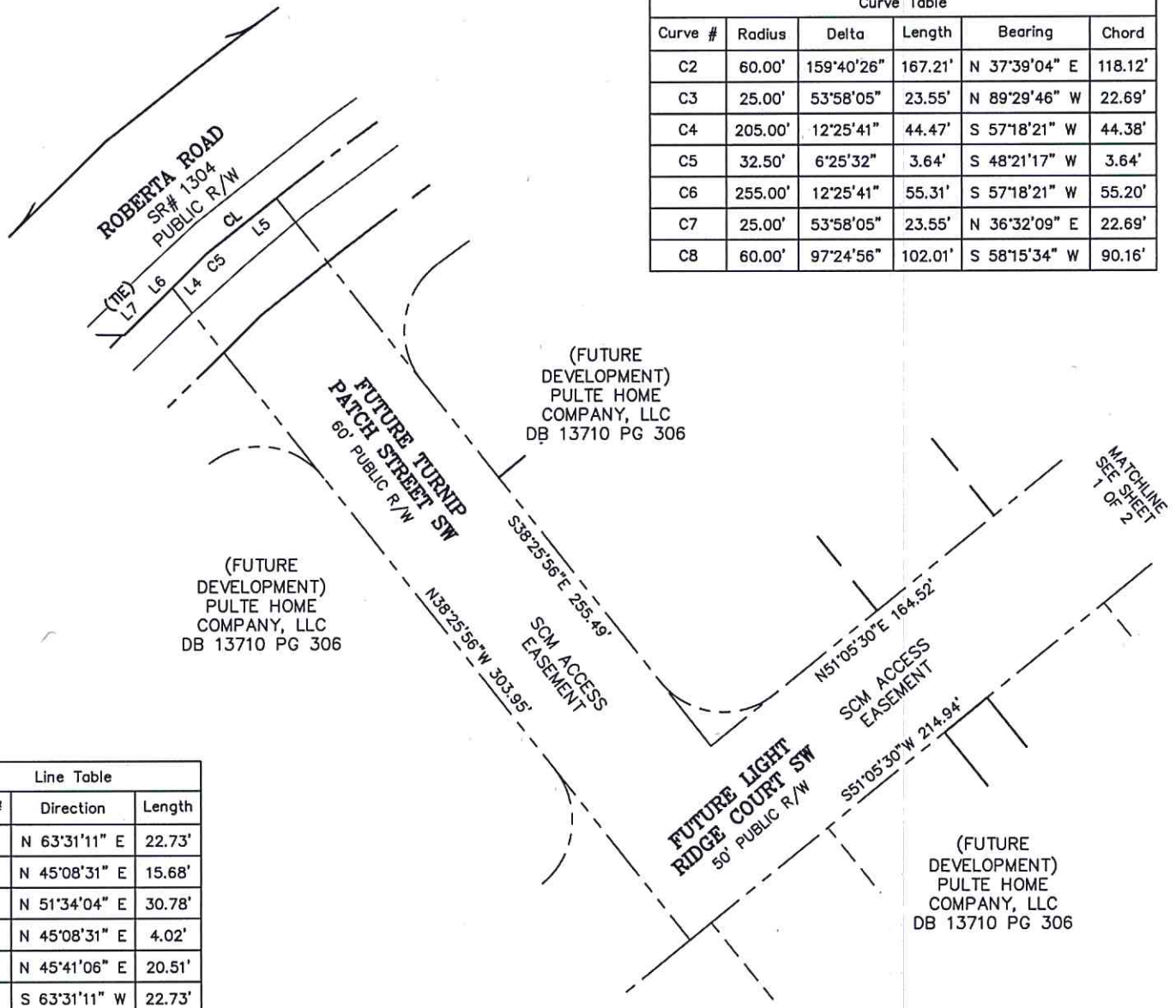
- LEGEND**
- SCM = STORMWATER CONTROL MEASURES
 - SW = SIDEWALK
 - RB = REBAR
 - FND = FOUND
 - COS = COMMON OPEN SPACE
 - DB = DEED BOOK
 - PG = PAGE
 - MB = MAP BOOK
 - R/W = RIGHT OF WAY
 - NAD = NORTH AMERICAN DATUM
 - CGF = COMBINED GRID FACTOR
 - = FOUND CORNER (AS DESCRIBED)
 - = SET #5 REBAR
 - _____ = PROPERTY LINE
 - = ADJOINING PROPERTY LINE (NOT SURVEYED)
 - = RIGHT OF WAY
 - = EASEMENT
 - SCM ----- = SCM ACCESS AND MAINTENANCE EASEMENT



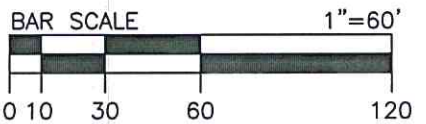
NOTES:

1. NO GEODETIC CONTROL MONUMENT FOUND WITHIN 2000'.
2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
3. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET AND ALL MEASUREMENTS SHOWN HEREON ARE HORIZONTAL UNLESS OTHERWISE NOTED.
4. PROPERTY IS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, AND OTHER LEGAL ENCUMBRANCES RECORDED AND UNRECORDED AS PRESCRIBED BY LAW.

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
C2	60.00'	159°40'26"	167.21'	N 37°39'04" E	118.12'
C3	25.00'	53°58'05"	23.55'	N 89°29'46" W	22.69'
C4	205.00'	12°25'41"	44.47'	S 57°18'21" W	44.38'
C5	32.50'	6°25'32"	3.64'	S 48°21'17" W	3.64'
C6	255.00'	12°25'41"	55.31'	S 57°18'21" W	55.20'
C7	25.00'	53°58'05"	23.55'	N 36°32'09" E	22.69'
C8	60.00'	97°24'56"	102.01'	S 58°15'34" W	90.16'



Line Table		
Line #	Direction	Length
L3	N 63°31'11" E	22.73'
L4	N 45°08'31" E	15.68'
L5	N 51°34'04" E	30.78'
L6	N 45°08'31" E	4.02'
L7	N 45°41'06" E	20.51'
L8	S 63°31'11" W	22.73'



I, ROBERT D. BARTLETT CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
 ROBERT D. BARTLETT, NCPLS L-3635 DATE
 FOR ESP ASSOCIATES, INC.

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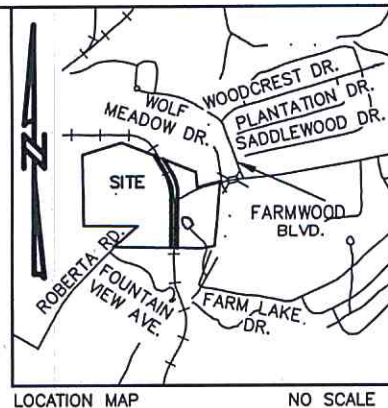
SPRING MEADOW SCM #4 SCM INTAKE EASEMENT EXHIBIT		Scale: 1"=60'
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Date 5-11-21
FU28.901 Project No.		Drawing No. FU28.901-SCM 4 EXHIBIT.DWG
CJM Designed By	RDB Project-Mngr.	RDB Checked By
No.	Date	By
Revision		Sheet 2
272		Of 2

SCM #5 EXHIBIT

LEGEND

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- SCM — = SCM ACCESS AND MAINTENANCE EASEMENT

Line Table		
Line #	Direction	Length
SL1	S 16°06'55" W	10.76'
SL2	S 60°08'56" W	14.00'
SL3	S 78°28'14" W	10.44'
SL4	N 20°25'38" E	2.83'

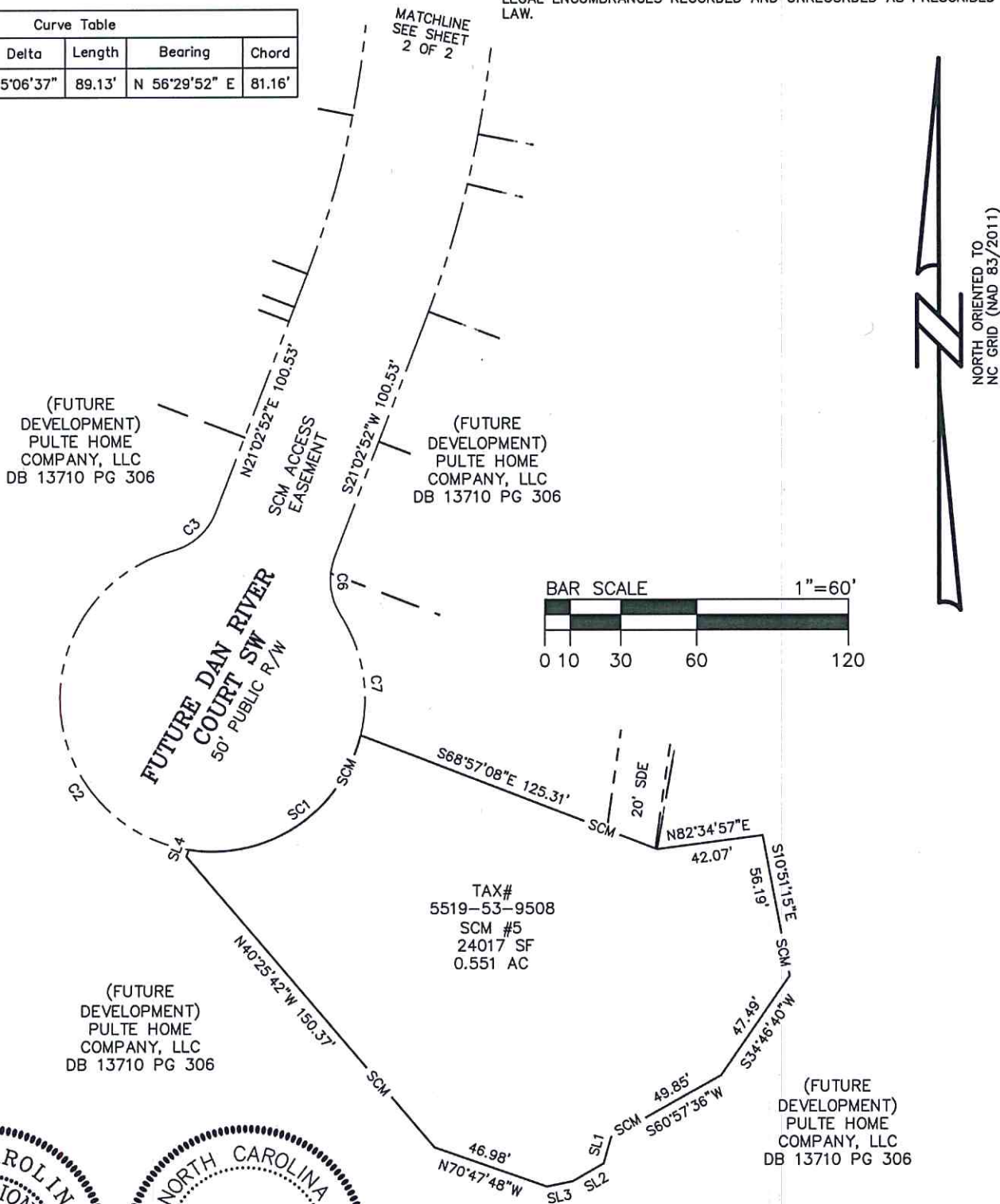


LOCATION MAP NO SCALE

NOTES:

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Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
SC1	60.00'	85°06'37"	89.13'	N 56°29'52" E	81.16'



I, ROBERT D. BARTLETT CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION OF EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Robert D. Bartlett 5/13/21
 ROBERT D. BARTLETT, NCPLS L-3635 DATE
 FOR ESP ASSOCIATES, INC.

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SPRING MEADOW SCM #5 SCM INTAKE EASEMENT EXHIBIT		Scale:	1"=60'
		Date	5-11-21
CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Drawing No.	FU28.901-SCM 5 EXHIBIT.DWG
		Project No.	FU28.901
Designed By	CJM	Drawn By	RDB
Project-Mngr.	RDB	Checked By	RDB
Sheet	1	Of	2

No.	Date	By	Revision
			273

SCM #5 EXHIBIT

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NCGS MONUMENT
DALE
NC GRID COORDS
NAD 83/2011
N: 583,882.83
E: 1,493,122.84
ELEV: 664.0 (NAVD 88)
CF: 0.99984686

NC GRID COORDS
NAD 83/2011
N: 593,954.99
E: 1,515,935.73

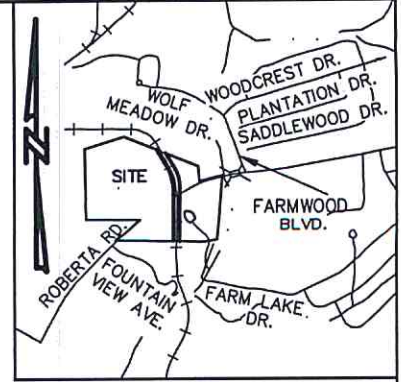
NORTH ORIENTED TO
NC GRID (NAD 83/2011)

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

(FUTURE DEVELOPMENT)
PULTE HOME COMPANY, LLC
DB 13710 PG 306

MATCHLINE
SEE SHEET
1 OF 2

Line Table		
Line #	Direction	Length
L5	N 65°25'03" E	10.09'
L6	N 66°25'02" E	21.70'
L7	N 68°21'14" E	18.30'



LOCATION MAP NO SCALE

Curve Table					
Curve #	Radius	Delta	Length	Bearing	Chord
C2	60.00'	155°57'47"	163.32'	S 2°57'56" E	117.37'
C3	25.00'	53°58'05"	23.55'	N 48°01'55" E	22.69'
C4	375.00'	40°45'39"	266.78'	N 0°40'03" E	261.19'
C5	425.00'	40°45'39"	302.35'	N 0°40'03" E	296.01'
C6	25.00'	53°58'05"	23.55'	S 5°56'10" E	22.69'
C7	60.00'	46°51'46"	49.07'	N 9°29'20" W	47.72'

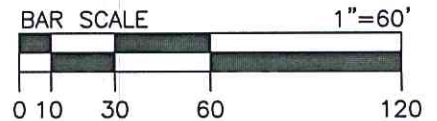
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CITY OF CONCORD TOWNSHIP #2 CABARRUS CO., NORTH CAROLINA		Drawing No. FU28.901-SCM 5 EXHIBIT.DWG
FU28.901 Project No.	CJM Designed By	RDB Drawn By
RDB Project-Mngr.	RDB Checked By	Sheet 2 Of 2

No.	Date	By	Revision
			274



Wet Detention Basin Inspection and Maintenance Plan

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

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

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

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

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

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

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

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

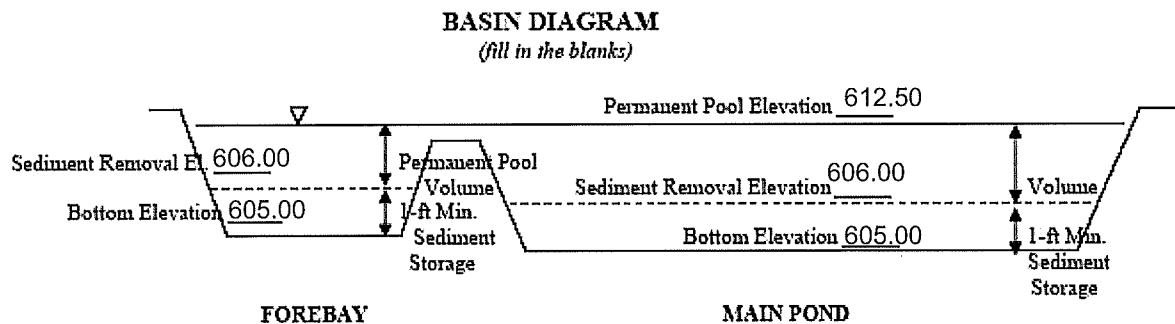
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started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

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

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

When the permanent pool depth reads 6.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 6.5 feet in the forebay, the sediment shall be removed.





Wet Detention Basin Inspection and Maintenance Plan

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

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

This system (check one):

does does not **incorporate a vegetated filter at the outlet.**

This system (check one):

does does not **incorporate pretreatment other than a forebay.**

Important maintenance procedures:

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

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

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

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

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

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

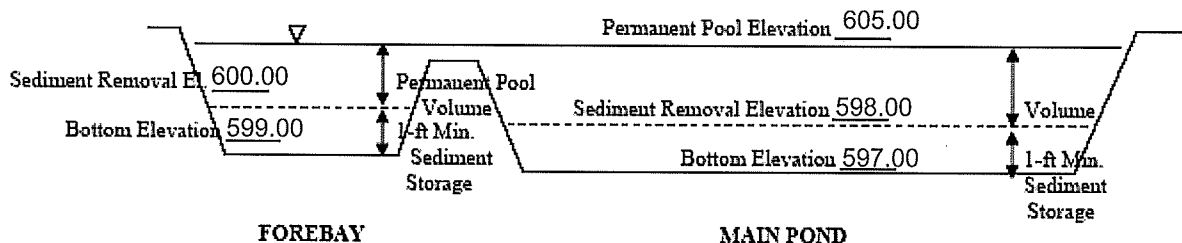
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

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

When the permanent pool depth reads 7.0 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 5.0 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)





Bioretention 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 inspection and maintenance procedures:

- Immediately after the bioretention cell is established, the plants will be watered twice weekly if needed until the plants become established (commonly six weeks).
- Snow, mulch or any other material will NEVER be piled on the surface of the bioretention cell.
- Heavy equipment will NEVER be driven over the bioretention cell.
- Special care will be taken to prevent sediment from entering the bioretention cell.
- Once a year, a soil test of the soil media will be conducted.

After the bioretention cell is established, I will inspect it **once a month 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 problems:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the bioretention cell	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.
The inlet device: pipe, stone verge or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
	Stone verge is clogged or covered in sediment (if applicable).	Remove sediment and clogged stone and replace with clean stone.

SCM element:	Potential problems:	How I will remediate the problem:
The pretreatment area	Flow is bypassing pretreatment area and/or gullies have formed.	Regrade if necessary to route all flow to the pretreatment area. Restabilize the area after grading.
	Sediment has accumulated to a depth greater than three inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and restabilize the pretreatment area.
	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.
The bioretention cell: vegetation	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices.
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Tree stakes/wires are present six months after planting.	Remove tree stake/wires (which can kill the tree if not removed).
The bioretention cell: soils and mulch	Mulch is breaking down or has floated away.	Spot mulch if there are only random void areas. Replace whole mulch layer if necessary. Remove the remaining mulch and replace with triple shredded hard wood mulch at a maximum depth of three inches.
	Soils and/or mulch are clogged with sediment.	Determine the extent of the clogging - remove and replace either just the top layers or the entire media as needed. Dispose of the spoil in an appropriate off-site location. Use triple shredded hard wood mulch at a maximum depth of three inches. Search for the source of the sediment and remedy the problem if possible.
	An annual soil test shows that pH has dropped or heavy metals have accumulated in the soil media.	Dolomitic lime shall be applied as recommended per the soil test and toxic soils shall be removed, disposed of properly and replaced with new planting media.

SCM element:	Potential problems:	How I will remediate the problem:
The underdrain system (if applicable)	Clogging has occurred.	Wash out the underdrain system.
The drop inlet	Clogging has occurred.	Clean out the drop inlet. Dispose of the sediment off-site.
	The drop inlet is damaged	Repair or replace the drop inlet.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the Stormwater Services at 704-920-5360.



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.



MEMORADUM

DATE: Wednesday, May 19, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 Covenant Classical School Addition Public Water
 Main
 PROJECT NAME:
 PROJECT NUMBER: 2017-016
 DEVELOPER: Covenant Classical School
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Friday, June 10, 2022

Water Infrastructure	Quantity
8-inch in LF	260.00
8-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	50.00
Manholes as EA	1



MEMORADUM

DATE: Monday, May 03, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: 7-Eleven Coddle Market
 PROJECT NUMBER: 2019-055
 DEVELOPER: C4 Cstore Holdings II, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Thursday, June 09, 2022

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	638.30
Manholes as EA	4



MEMORADUM

DATE: Monday, May 17, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Haven at Rocky River PH 1 MP 3
 PROJECT NUMBER: 2018-054
 DEVELOPER: Dependable Development, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 106-135
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Thursday, June 9, 2022

Water Infrastructure	Quantity
8-inch in LF	545.00
8-inch Valves	2
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	562.00
Manholes as EA	2



MEMORADUM

DATE: Monday, May 17, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Thunder Road Commons
 PROJECT NUMBER: 2019-012
 DEVELOPER: KPI Partners Inc.
 FINAL CERTIFICATION - LOT NUMBERS: Parcel A, B, & C
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Thursday, June 9, 2022

Water Infrastructure	Quantity
6-inch in LF	114.00
6-inch Valves	2

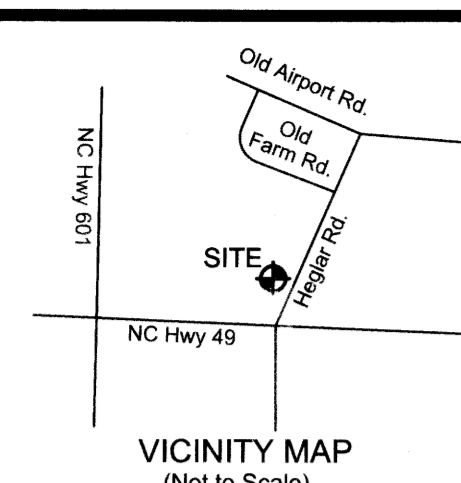
Sanitary Sewer Infrastructure	Quantity
Manholes as EA	2



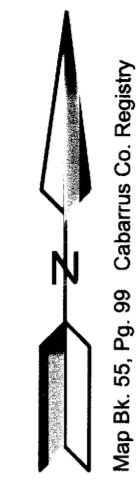
MEMORADUM

DATE: Monday, May 17, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Const. Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Bedford Farms Phase 3
 PROJECT NUMBER: 2017-021
 DEVELOPER: Niblock Richardson Development, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Thursday, June 9, 2022

Street	Length in LF	ROW in FT	Plat
Baxter Place SE	960.00	50.00	PH 3
Ainsley Place SE	477.00	50.00	PH 3
Total	1437.00		



LEGEND
 RW - RIGHT OF WAY
 CP - CALCULATED POINT
 COS - COMMON OPEN SPACE
 PSDE - PUBLIC STORM DRAINAGE EASEMENT
 ST - SIGHT TRIANGLE
 PDE - PRIVATE STORM DRAINAGE EASEMENT



See Sheet 2 of 2 for Line and Curve Tables and Certifications

NOW OR FORMERLY
 Niblock Homes, LLC
 Deed Bk. 12842, Pg. 200
 PIN #5549287924
 Cabarrus Co. Registry

NOW OR FORMERLY
 Common Open Space
 Bedford Farms, Ph. 1, Map 2
 Map Bk. 55, Pg. 99
 PIN #5549381269
 Cabarrus Co. Registry

NOW OR FORMERLY
 Alan G. Misenheimer & Wf. Ana
 Deed Bk. 7478, Pg. 285
 PIN #5549195551
 Cabarrus Co. Registry

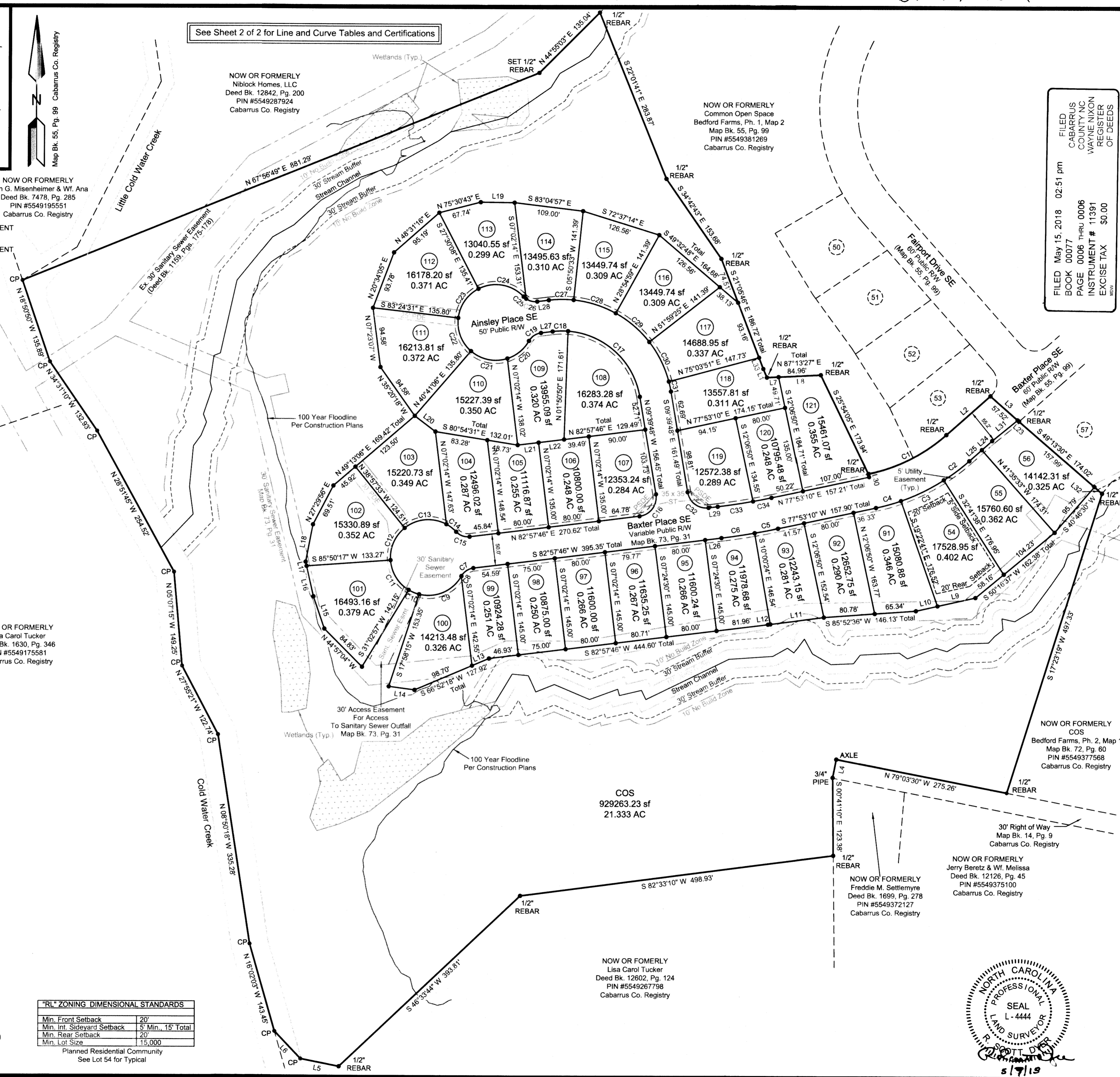
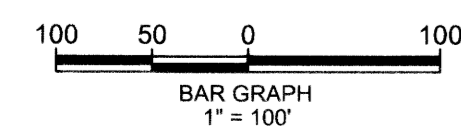
NOW OR FORMERLY
 Rocky Lane Canupp & Wf. Pattie H.
 Deed Bk. 582, Pg. 194
 PIN #5549176978
 Cabarrus Co. Registry

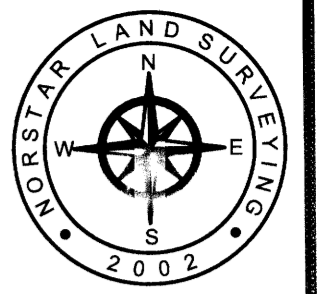
NOW OR FORMERLY
 Lisa Carol Tucker
 Deed Bk. 1630, Pg. 346
 PIN #5549175581
 Cabarrus Co. Registry

"RL" ZONING DIMENSIONAL STANDARDS

Min. Front Setback	20'
Min. Int. Sideward Setback	5' Min., 15' Total
Min. Rear Setback	20'
Min. Lot Size	15,000

Planned Residential Community
 See Lot 54 for Typical





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

Prepared for: Niblock-Richardson Dev., LLC
Owner: Niblock-Richardson Dev., LLC
759 Concord Parkway, N.
Concord, NC 28027
Bedford Farms, Phase 3
City of Concord
Cabarrus County, NC
RECORD PLAT

DATE: December 6, 2016
SCALE: 1" = 100'
NLS NO.: 17071
DRAWN BY: S. Kimrey
CHECKED BY: S. Dyer
SHEET 2 OF 2

Table with columns: CURVE, ARC, RADIUS, CHORD, CHORD BEARING. Lists curves C1 through C34 with their respective measurements.

Table with columns: LINE, BEARING, DISTANCE. Lists lines L1 through L33 with their respective bearings and distances.

CERTIFICATE OF FEE PAYMENT
I hereby certify that all fees for Bedford Farms, Phase 3
Subdivision have been paid, or that the fees are not applicable.
Signature: [Handwritten Signature] Date: 5/15/18

CERTIFICATE OF FINAL PLAT APPROVAL
I hereby certify that this plat is in compliance with the City of Concord Code of
Ordinances. This final plat for Bedford Farms, Phase 3 Subdivision was
approved by the Concord Planning & Zoning Commission/Administrator with
the concurrence of the Development Review Committee at their meeting on
MAY 10, 2018.
Signature: [Handwritten Signature] Date: 5/15/18

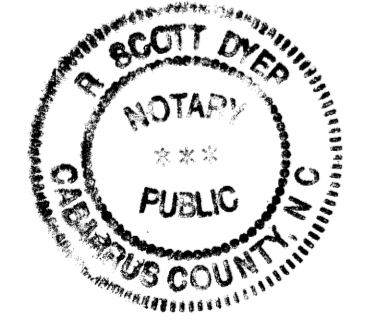
CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
I hereby certify that the City Council accepted the offers of dedication shown
on this plat at a meeting of the City Council on March 9, 2018.
Signature: [Handwritten Signature] Date: 5/15/18

Certificate of Ownership and Offer of Dedication
I hereby certify that I am the owner of the property shown and described hereon,
which is located in the subdivision jurisdiction of the City of Concord, and that I
hereby submit this plan of subdivision with my free consent, establish minimum
building setback lines, and dedicate to public use all areas shown on this plat as
streets, sidewalks, greenways, rights of way, easements, and/or open space
and/or parks, except any of those uses specifically indicated as private, and I further
dedicate all sanitary sewer, stormwater drainage and water lines that are located
in any public utility easement or right of way and certify that I will maintain all such
areas until accepted by the City of Concord, and further that I hereby guarantee
that I will correct defects or failure of improvements in such area for a period of one
year commencing after final acceptance of required improvements. Any streets
indicated as private shall be open to public use, but shall be privately maintained.
Said dedication shall be irrevocable provided dedications of easements for storm
drainage, whether indicated as private or public, are not made to the City of Concord
but are irrevocably made to the subsequent owners of any and all properties shown
hereon for their use and benefit unless specifically designated a drainage easement
to the City of Concord.
Signature: [Handwritten Signature] Date: 5/18/18

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.
Signature: [Handwritten Signature] Date: 5/14/18

I hereby certify that the electric distribution system has been designed and
installed in an acceptable manner and in accordance with the Code of
Ordinances of the City of Concord.
Signature: [Handwritten Signature] Date: 5-14-18

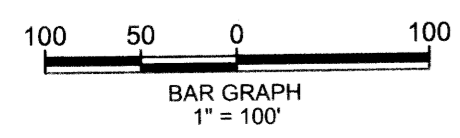
North Carolina
Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify
that William Niblock personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 9th day of May, 2018.
Signature: [Handwritten Signature]
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



- NOTES:
* Deed Reference - Deed Bk. 12421, Pg. 22 Niblock-Richardson Development, LLC
Dated March 30, 2017 Recorded in Cabarrus Co. Registry
* Map Reference - Bedford Farms, Ph. 1, Map 2 Dated July 17, 2007
Map Bk. 55, Pg. 99 Recorded in Cabarrus Co. Registry
Performed by David R. Garrott, PLS
* 1/2" rebar set at all corners unless otherwise noted.
* Pin #5549277648
* Zoned: RL
* Traverse adjusted by the Compass Rule Method.
* Property may be subject to Rights of Way and Easements of record.
* Total Acreage = 34.057 AC.
* Total Acreage in Baxter Place SE = 1.326 AC. Total Linear Feet = 959.81
* Total Acreage in Ainsley Place SE = 0.783 AC. Total Linear Feet = 477.52
* Acreage in lots = 10.615 AC.
* Acreage in Common Open Space = 21.333 AC.
* A portion of subject property is located within a flood hazard area per Flood Insurance Rate
Map 3710554900 J, dated Nov. 5, 2008.
* City sewer and water available to property.
* Total number of lots = 34.
* Total number of lots before subdivision = 1.
* Common Open Spaces to be owned and maintained by Home Owners Association.
* Area in road right-of-ways dedicated to the City of Concord.
* All storm structures are located within the road right-of-ways unless otherwise
shown with a PDE & PSDE.
* No NCGS Monument within 2000 feet of property.
* Any movement of existing utilities may be at owner/developers cost.



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 10910, page 60, etc.); that the
boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, page
N/A; that the ratio of precision as calculated is 1:123,612; that this plat was prepared in
accordance with G.S. 47-30 as amended. Witness my original signature, registration number and
seal this 7th day of May, A.D., 2018.
I also certify to one or more of the following as indicated:
[X] A. That this plat is of a survey that creates a subdivision of land within the the area of county
or municipality that has an ordinance that regulates parcels of land;
[] B. That this plat is of a survey that is located in such portion of a county or municipality that
is unregulated as to an ordinance that regulates parcels of land;
[] C. That this plat is of an existing parcel(s) of land;
[] D. That this plat is of a survey of another category, such as the recombination of existing
parcels, a court-ordered survey or other exception to the definition of subdivision;
[] E. That the information available to this surveyor is such that I am unable to make a deter-
mination to the best of my professional ability as to provisions contained in A through D
above.
Signature: [Handwritten Signature]
R. Scott Dyer, PLS #4444

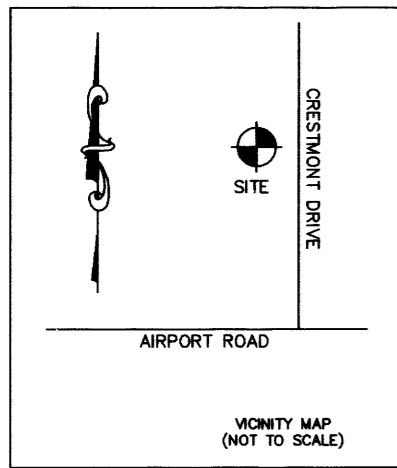




MEMORADUM

DATE: Monday, May 24, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Const. Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Pendleton Subdivision Phase 1
 PROJECT NUMBER: 2007-056
 DEVELOPER: NVR, Inc., dba Ryan Homes
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Thursday, June 9, 2022

Street	Length in LF	ROW in FT	Plat
Red Tip Drive SE	208.00	Varies	PH 1 MP 1
Tangle Ridge Drive SE	235.00	60.00	PH 1 MP 1
Tangle Ridge Drive SE	693.00	60.00	PH 1 MP 2
Everton Circle SE	260.00	60.00	PH 1 MP 2
Lone Pine Way SE	148.00	50.00	PH 1 MP 2
Total	1544.00		



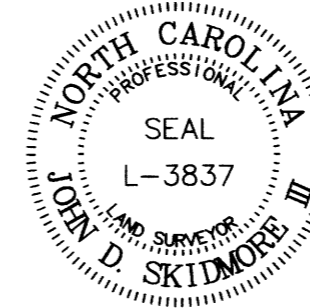
CERTIFICATE OF OWNERSHIP AND DEDICATION
 I, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MIN. BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL STREETS, WALKS, PARKS OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE. AND 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 A CERTIFICATE OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS, WHICHEVER OCCURS LATER.

DATE: 3/24/08
 OWNER: *Ant. Fustella Jr.*

CERTIFICATE OF SURVEY AND ACCURACY
 I, JOHN D. SKIDMORE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7370 PAGE 59); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BK _____ PG _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.
 WITNESS MY HAND AND SEAL THIS 1ST DAY OF FEBRUARY, AD 2008

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PROFESSIONAL LAND SURVEYOR - L3837



CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD
 PENDLETON, MAP 1
 NAME OF SUBDIVISION
 TANGLE RIDGE DRIVE, AND RED TIP DRIVE
 NAME OF STREETS IN SUBDIVISION
 PENDLETON/CONCORD PARTNERS, LLC
 SUBDIVIDER
 I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND WILL CONFORM 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, GS 14-100 AND 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

REGISTERED PROFESSIONAL ENGINEER
 030525
 REGISTRATION NO. DATE: 4-25-08

CERTIFICATE OF FINAL PLAT APPROVAL
 I, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CONCORD AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE CONCORD CITY COUNCIL, OR THEIR DESIGNATED REVIEW COMMITTEE, SUBJECT TO ITS BEING RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW.

DATE: 6-9-08
 DIR. OF PLANNING: *Margaret Perkin*
 CITY ATTORNEY: *Sas. Sevinas*

- NOTES**
- FLOOD ZONE "X" PER FEMA MAP 37025C0088 D DATED NOVEMBER 2, 1994
 - IRON PINS ON ALL LOT CORNERS UNLESS OTHERWISE NOTED. CM INDICATES A CONCRETE CONTROL MONUMENT
 - ERROR OF CLOSURE 1:10,000
 - SUBJECT PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RIGHT OF WAYS, SETBACKS AND/OR RESTRICTIVE COVENANTS NOT SHOWN HEREON
 - ALL STORM DRAINAGE EASEMENTS ARE CENTERED ON THE LOT LINES, OR CORRESPONDING CHANNEL/PIPE.
 - ALL AREAS CALCULATED BY COORDINATE METHOD.
 - ALL LINES ARE HORIZONTAL DISTANCE UNLESS OTHERWISE NOTED.
 - PSDE'S ARE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER.
 - ALL DISTANCES SHOWN ARE GROUND DISTANCES

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
 I, HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFER OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 4/10/08.

DATE: 6/9/08
 CITY CLERK: *Kim C. Dennis*

CERTIFICATE OF FEE PAYMENT
 I, HEREBY CERTIFY THAT ALL FEES FOR PENDLETON MAP 1 HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

DATE: 6/9/08
 FINANCE DIRECTOR: *Jeff Huss*

PLAT REVIEW OFFICERS CERTIFICATE
 (as required by G.S. 47-30.2)
 STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS

BY JEFF HUSS
 JONATHAN MARSHAL, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THE CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING.

DATE: 6/9/08
 REVIEW OFFICER: *Jonathan Marshal*

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS
 I, HEREBY CERTIFY THAT ALL STREETS, PUBLIC AND/OR PRIVATE STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND ALL OTHER IMPROVEMENTS 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 IN THE VILLAGES AT MOSS CREEK SUBDIVISION.

DATE: 6/9/08
 DIR. OF ENGINEERING: *Steve S. Hyde*

North Carolina, Union County
 I, a Notary Public of the County and State aforesaid, certify that *TED FUSTELLA* personally appeared before me this day and acknowledged the execution of the forgoing instrument. Witness my hand and official stamp or seal, this 24th day of March, 2008.

Notary Public: *Donna L. Skidmore*

LOT CRITERIA

RC ZONING (PHASE1A)

MINIMUM LOT SIZE*	5,000 SF
MINIMUM FRONTAGE ON PUBLIC ST	15'
MINIMUM LOT WIDTH*	50'
MINIMUM LOT DEPTH	100'

CD-RC ZONING (PHASE1B)

MINIMUM LOT SIZE*	5,000 SF(MIN. AV. 8,000 SQ. FT.)
MINIMUM FRONTAGE ON PUBLIC ST	15'
MINIMUM LOT WIDTH*	50'(MIN. AV. 70')
MINIMUM LOT DEPTH	100'(MIN. AV. 125')

*DUPEX SHALL BE REQUIRED 1.5 TIMES THE MINIMUM LOT AREA AND MINIMUM LOT WIDTH.

DUPEX MIN. LOT SIZE: 7,500 SF
 DUPEX MIN. LOT WIDTH: 75'

DEVELOPMENT DATA

ZONING CLASSIFICATION: CD-RC & RC
 AREA OF PLAT: 4.14 AC.
 AREA OF COMMON OPEN SPACE: 1.42 AC.
 ACREAGE IN LOTS: 1.95 AC.
 ACREAGE IN STREET R/W: 0.77 AC.

TOTAL LOTS: 7
 LOT DATA:
 FRONT SETBACK: 20'
 SIDEYARD: 7'
 REARYARD: 5'

OFFICE REGISTER OF DEEDS
 CABARRUS COUNTY, NC

FILED FOR REGISTRATION ON THE DAY OF 20 AT O'CLOCK M AND REGISTERED IN RECORD BOOK NO. PAGE

REGISTER OF DEEDS

LINE TABLE

LINE	LENGTH	BEARING
L1	3.90	S19°13'10"E
L2	19.87	S08°34'40"E
L3	26.35	S02°20'00"E
L4	30.76	S02°20'00"E
L5	8.75	S00°09'04"W
L6	9.65	S13°45'10"E
L7	31.08	S04°42'13"E
L8	23.86	S04°42'13"E
L9	6.26	S00°09'04"W
L10	6.77	S87°26'01"E
L11	3.33	S22°19'06"W
L12	62.25	S00°36'50"W
L13	42.75	S00°09'04"W
L14	40.00	N89°13'59"W
L15	21.18	N89°13'59"W
L16	317.26	S85°35'02"W
L17	84.34	N68°17'46"W
L18	292.04	S08°07'52"W
L19	110.53	S37°50'35"W
L20	37.33	N82°16'19"W
L21	60.87	S54°14'45"W
L22	60.00	S54°14'45"W
L23	41.44	S65°07'37"W
L24	36.64	S58°20'49"W
L25	80.97	S71°54'26"W
L26	8.71	N19°13'10"W
L27	51.03	N13°45'10"W
L28	55.22	N08°34'40"W
L29	57.12	N04°42'13"W
L30	58.46	N02°20'00"W
L31	43.94	N00°49'08"W
L32	58.27	N00°09'04"E
L33	62.41	N00°36'50"E
L34	118.16	N85°07'24"E
L35	39.99	S13°45'10"E
L36	35.82	S08°34'40"E
L37	25.12	S87°07'14"W
L38	105.27	S87°07'14"W
L39	120.60	N83°34'50"W
L40	43.07	S00°49'08"E
L41	92.39	N56°43'16"E

LINE TABLE

LINE	LENGTH	BEARING
L48	115.31	S34°42'32"E
L49	64.56	N56°43'16"E
L50	81.77	S87°26'01"E
L51	77.30	S12°49'19"E
L52	44.53	S22°19'06"W
L53	134.84	S82°16'19"E
L54	43.10	S08°07'52"W
L55	42.49	S08°07'52"W
L56	42.29	S08°07'52"W
L57	42.71	S08°07'52"W
L58	169.08	S82°16'19"E
L59	114.92	S82°16'19"E
L60	49.37	S37°50'35"W
L61	48.89	S37°50'35"W
L62	99.03	N82°16'19"W

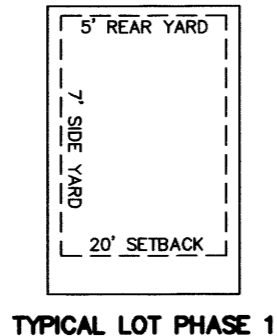
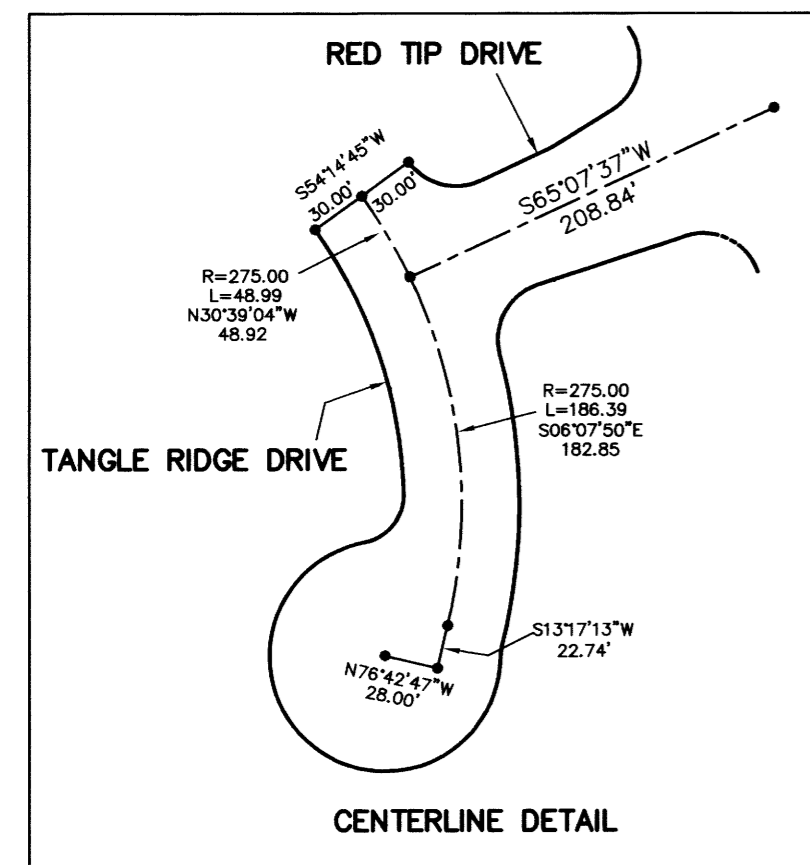
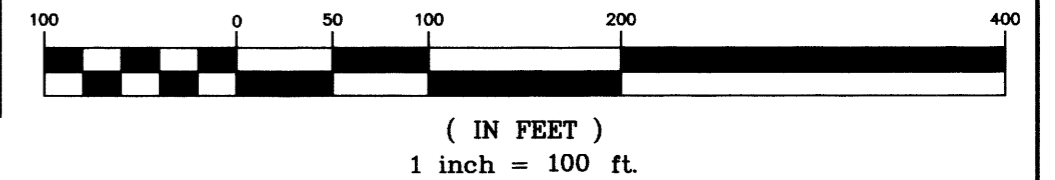
CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	24.87	30.00	S08°53'02"W	24.17
C2	40.80	305.00	N07°16'31"W	40.77
C3	43.84	305.00	N07°55'27"E	43.81
C4	10.59	305.00	N13°02'12"E	10.59
C5	5.80	25.00	S07°23'20"W	5.78
C6	26.88	60.00	N32°51'52"E	26.65
C7	17.10	60.00	S63°49'10"E	17.04
C8	51.86	60.00	S30°53'46"E	50.26
C9	46.32	60.00	S57°34'24"W	45.18
C10	20.89	25.00	N55°44'51"E	20.29
C11	14.41	25.00	N15°17'12"E	14.22
C12	29.32	245.00	N04°39'34"W	29.30
C13	45.40	245.00	N13°23'47"W	45.34
C14	43.55	60.00	S14°39'38"W	42.60
C15	65.26	60.00	N76°51'27"E	62.09
C16	20.20	60.00	N10°23'21"E	20.10
C17	38.59	305.00	N00°10'54"E	38.56
C18	41.43	30.00	S75°18'49"E	38.21
C19	49.17	30.00	N11°23'50"E	43.85
C20	46.53	30.00	N63°39'22"W	42.01
C21	20.56	30.00	S52°16'18"W	20.16
C22	72.90	245.00	N27°13'47"W	72.63

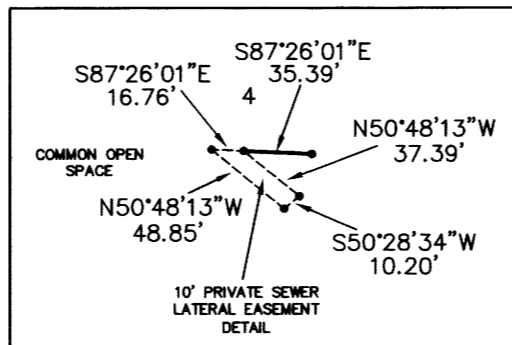
FILED Jun 09, 2008 03:04 pm
 BOOK 00056
 PAGE 0009 THRU 0009
 INSTRUMENT # 19194
 EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC
 LINDA F. McABEE
 REGISTER OF DEEDS

GRAPHIC SCALE



- LEGEND:**
- R/W - RIGHT-OF-WAY
 - PSDE - PRIVATE STORM DRAINAGE EASEMENT
 - PDE - PUBLIC DRAINAGE EASEMENT
 - SSRW - SANITARY SEWER RIGHT-OF-WAY
 - COS - COMMON OPEN SPACE
 - ST - SIGHT TRIANGLE
 - CM - CONCRETE MONUMENT
 - FFE - FINISHED FLOOR ELEVATION
 - Δ - CONCRETE CONTROL MONUMENT
 - - IRON PIN SET
 - - PROPERTY LINE
 - - ADJOINING PROPERTY LINE
 - - STORM DRAIN EASEMENT
 - - SANITARY SEWER
 - - SETBACK
 - - ROAD RIGHT-OF-WAY
 - - VEGETATIVE SETBACK
 - - RSOD BUFFER



REVISIONS

FINAL PLAT
 PENDLETON, MAP 1
 CITY OF CONCORD
 CABARRUS COUNTY, NORTH CAROLINA
 TAX PARCEL 56309232110000 DB 7370-59
 OWNER:
 PENDLETON/CONCORD PARTNERS, LLC
 855 SAM NEWELL ROAD SUITE 100, MATTHEWS, NC 28105
 PHONE 704-372-0935

JANUARY 31, 2008
 TAX No. 56309232110000
 SCALE 1" = 100'
 DRAWN BY: BDS
 DRAWING: PENDLETON-MAP 1
 SKIDMORE SURVEYING, INC.
 5343 HIGHWAY 74 WEST
 MONROE, N.C.
 704-289-4855

PLAT REVIEW OFFICERS CERTIFICATE
(as required by G.S. 47-30.2)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Colleen Nelson, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THE CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING.

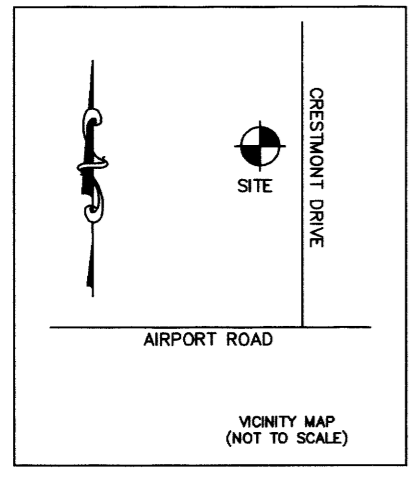
DATE 7/23/08
By: Jonathan Marshall REVIEW OFFICER
By: Colleen Nelson

THOMAS EUGENE MORRIS
D.B. 745, PG. 433
(NOW OR FORMERLY)
PIN# 5630932479
ZONED RM1

MILDRED EURY JOHNSON
D.B. 1756, PG. 232
(NOW OR FORMERLY)
PIN# 5640034320
ZONED RM1

FRED A. FINK
D.B. 3343, PG. 211
D.B. 521, PG. 325
(NOW OR FORMERLY)
PIN# 5640036256
ZONED RM1

FRED A. FINK
D.B. 3343, PG. 211
D.B. 521, PG. 325
(NOW OR FORMERLY)
PIN# 5640036197
ZONED RM1



LEGEND:

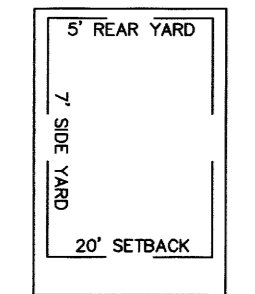
- R/W - RIGHT-OF-WAY
- SDE - STORM DRAIN EASEMENT
- SSRW - SANITARY SEWER RIGHT-OF-WAY
- COS - COMMON OPEN SPACE
- ST - SIGHT TRIANGLE
- CM - CONCRETE MONUMENT
- FFE - FINISHED FLOOR ELEVATION
- RSOD -
- ▲ CONCRETE CONTROL MONUMENT
- IRON PIN SET
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- STORM DRAIN EASEMENT
- SANITARY SEWER
- SETBACK
- ROAD RIGHT-OF-WAY
- VEGETATIVE SETBACK
- RSOD BUFFER
- PSDE - PRIVATE STORM DRAIN EASEMENT
- SEE SHEET 3 FOR CENTERLINE DETAILS

LOT CRITERIA

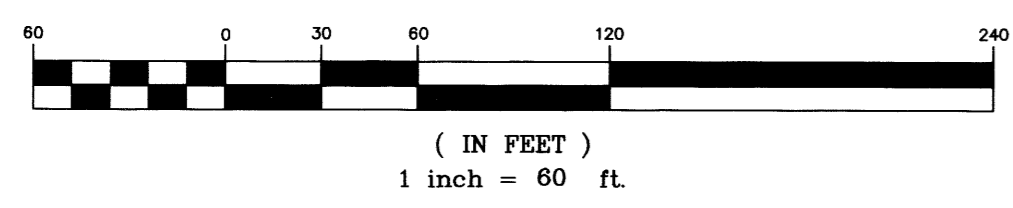
RC ZONING (PHASE1A)	
MINIMUM LOT SIZE*	5,000 SF
MINIMUM FRONTAGE ON PUBLIC ST	15'
MINIMUM LOT WIDTH*	50'
MINIMUM LOT DEPTH	100'
CD-RC ZONING (PHASE1B)	
MINIMUM LOT SIZE*	5,000 SF (MIN. AV. 8,000 SQ. FT.)
MINIMUM FRONTAGE ON PUBLIC ST	15'
MINIMUM LOT WIDTH*	50' (MIN. AV. 70')
MINIMUM LOT DEPTH	100' (MIN. AV. 125')
*DUPLEX SHALL BE REQUIRED 1.5 TIMES THE MINIMUM LOT AREA AND MINIMUM LOT WIDTH.	
DUPLEX MIN. LOT SIZE	7,500 SF
DUPLEX MIN. LOT WIDTH	75'

DEVELOPMENT DATA

ZONING CLASSIFICATION: CD-RC & RC
AREA OF PLAT: 8.53 AC.
AREA OF COMMON OPEN SPACE: 2.64 AC.
ACREAGE IN LOTS: 4.36 AC.
ACREAGE IN STREET R/W: 1.53 AC.
TOTAL LOTS: 16
LOT DATA:
FRONT SETBACK: 20'
SIDEYARD: 7'
REARYARD: 5'



GRAPHIC SCALE

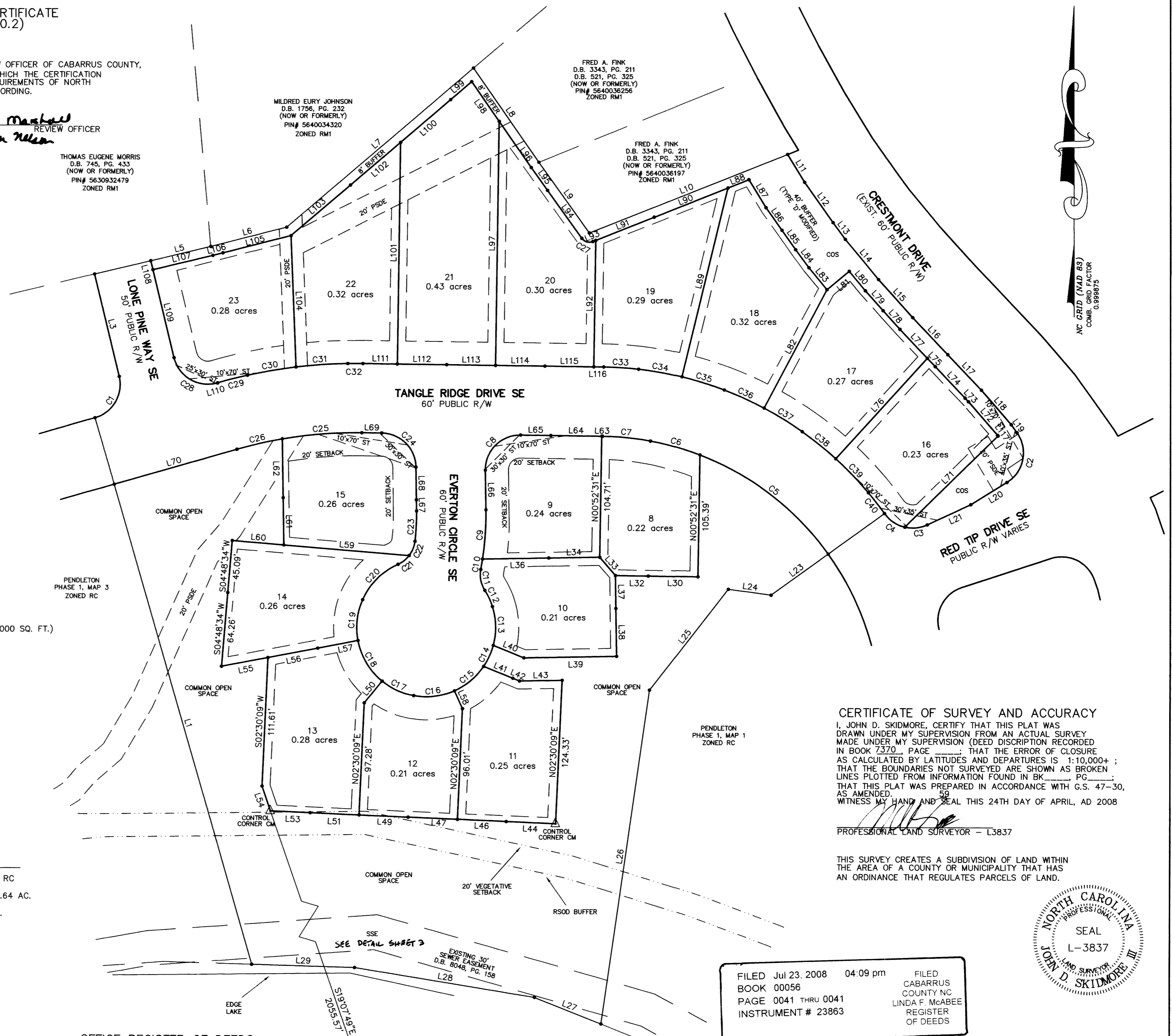


OFFICE REGISTER OF DEEDS
CABARRUS COUNTY, NC

FILED FOR REGISTRATION ON THE DAY OF 20
AT O'CLOCK M
AND REGISTERED IN RECORD BOOK NO. PAGE

REGISTER OF DEEDS

GPS MONUMENT
BUCKS
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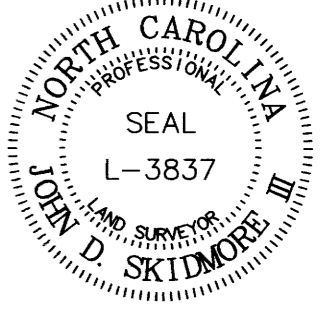


CERTIFICATE OF SURVEY AND ACCURACY

I, JOHN D. SKIDMORE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 7370, PAGE _____); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BK _____, PG. _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 24TH DAY OF APRIL, AD 2008
PROFESSIONAL LAND SURVEYOR - L3837

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



FILED Jul 23, 2008 04:09 pm FILED
BOOK 00056 CABARRUS
PAGE 0041 THRU 0041 COUNTY NC
INSTRUMENT # 23863 LINDA F. McABEE
REGISTER
OF DEEDS

SHEET 1 OF 3

REVISIONS	FINAL PLAT	APRIL 24, 2008	D.B. 7370 PG. 59
	PENDLETON, MAP 2 CITY OF CONCORD CABARRUS COUNTY, NORTH CAROLINA TAX PARCEL 56309232110000 DB 7370-59 OWNER: PENDLETON/CONCORD PARTNERS, LLC 855 SAM NEWELL ROAD SUITE 100, MATTHEWS, NC 28105 PHONE 704-372-0935	TAX No. 56309232110000	DRAWN BY: BDS
		SCALE 1" = 60'	DRAWING: PENDLETON-MAP 2
		SKIDMORE SURVEYING, INC. 5343 HIGHWAY 74 WEST MONROE, N.C. 704-289-4855	

CERTIFICATE OF OWNERSHIP AND DEDICATION
 I, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MIN. BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL STREETS, WALKS, PARKS OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND 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 A CERTIFICATE OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS, WHICHEVER OCCURS LATER.

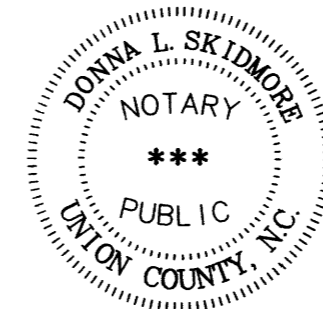
DATE 6/26/08 OWNER W. F. Furtelle Jr.

North Carolina, Union County
 I, a Notary Public of the County and State aforesaid,
 certify that TED FURTELLE

personally appeared before me this day and acknowledged the execution of the forgoing instrument, Witness my hand and official stamp or seal, this 26th day of JUNE, 2008.

Donna L. Skidmore
 Notary Public

My commission expires 2-22-2012



CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

I, HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFER OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON June 12, 2008

DATE 7/23/08 CITY CLERK Kim C. Dease



CERTIFICATE OF FEE PAYMENT

I, HEREBY CERTIFY THAT ALL FEES FOR PENDLETON MAP 1 HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

DATE 7/23/08 FINANCE DIRECTOR Pam Hinson

PLAT REVIEW OFFICERS CERTIFICATE (as required by G.S. 47-30.2)

STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS

I, Jonathan Marshall, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THE CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING.

DATE 7/23/08 REVIEW OFFICER Jonathan Marshall
By: Colleen Nelson

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I, HEREBY CERTIFY THAT ALL STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND ALL OTHER IMPROVEMENTS 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 IN THE VILLAGES AT MOSS CREEK SUBDIVISION.

DATE 7/21/08 DIR. OF ENGINEERING M. Sue Hyde

CERTIFICATE OF FINAL PLAT APPROVAL

I, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CONCORD AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE CONCORD CITY COUNCIL, OR THEIR DESIGNATED REVIEW COMMITTEE, SUBJECT TO ITS BEING RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW.

DATE 7/23/08 DIR. OF PLANNING Nia
Development Svc.
 CITY ATTORNEY

LINE	LENGTH	BEARING
L1	432.87'	N16°03'41"W
L2	60.00'	N16°03'41"W
L3	91.28'	N13°28'17"W
L4	50.00'	N76°31'43"E
L5	53.17'	N76°31'43"E
L6	67.92'	N75°45'36"E
L7	212.20'	N49°32'09"E
L8	99.35'	S34°38'10"E
L9	75.26'	S35°25'00"E
L10	184.33'	N68°24'13"E
L11	28.26'	S31°23'53"E
L12	42.76'	S35°11'32"E
L13	17.85'	S36°21'40"E
L14	45.01'	S39°33'57"E
L15	44.23'	S41°55'04"E
L16	44.16'	S43°30'18"E
L17	42.20'	S43°25'51"E
L18	39.35'	S40°50'09"E
L19	8.63'	S35°33'10"E
L20	36.64'	S58°20'49"W
L21	41.44'	S65°07'37"W
L22	60.00'	S54°14'45"W
L23	60.87'	S54°14'45"W
L24	37.33'	N82°16'19"W
L25	110.53'	S37°50'35"W
L26	292.04'	S08°07'52"W
L27	62.05'	N68°17'46"W
L28	157.55'	N80°39'06"W
L29	88.97'	N88°23'51"W
L30	42.71'	S89°07'29"E
L32	28.43'	S89°07'29"E
L33	20.89'	S40°41'59"E
L34	44.10'	S89°07'37"W
L36	57.28'	S89°07'37"W
L37	28.41'	N00°52'23"W
L38	41.54'	N00°52'23"W
L39	80.20'	S89°07'37"W
L40	28.58'	N67°55'12"W
L41	27.26'	N67°55'12"W
L42	6.22'	N67°55'12"W
L43	36.91'	S89°07'37"W
L44	42.71'	S87°29'51"E
L46	42.29'	S87°29'51"E
L47	42.71'	S87°29'51"E
L49	42.29'	S87°29'51"E
L50	24.34'	N39°17'23"E
L51	42.29'	S87°29'51"E
L53	34.49'	S87°29'51"E
L54	22.69'	S18°44'26"E
L55	40.83'	N79°11'25"E
L56	43.89'	N79°11'25"E
L57	35.36'	N79°11'25"E
L58	16.98'	N24°07'16"W

LINE	LENGTH	BEARING
L59	108.59'	N85°11'26"W
L60	44.77'	N85°11'26"W
L61	40.94'	S00°52'23"E
L62	50.97'	S00°52'23"E
L63	0.74'	N89°07'29"W
L64	44.08'	N89°07'29"W
L65	26.11'	N89°07'29"W
L66	34.27'	N00°52'23"W
L67	9.69'	N00°52'23"W
L68	28.24'	N00°52'23"W
L69	17.17'	N89°07'29"W
L70	110.38'	S73°56'19"W
L71	112.62'	N45°37'31"E
L72	38.32'	S40°50'09"E
L73	4.30'	S43°25'51"E
L74	37.56'	S43°25'51"E
L75	9.91'	S43°30'18"E
L76	117.56'	S42°18'46"W
L77	34.45'	S43°30'18"E
L78	21.71'	S41°55'04"E
L79	23.04'	S41°55'04"E
L80	21.85'	S39°33'57"E
L81	25.00'	N50°26'03"E
L82	115.97'	S28°00'16"W
L83	24.58'	S39°33'57"E
L84	19.37'	S36°21'40"E
L85	20.54'	S35°11'32"E
L86	23.95'	S35°11'32"E
L87	28.38'	S31°23'53"E
L88	19.53'	N68°24'13"E
L89	168.06'	S13°41'14"W
L90	68.30'	N68°24'13"E
L91	54.45'	N68°24'13"E
L92	109.36'	S00°52'31"W
L93	2.84'	N68°24'13"E
L94	51.03'	S35°24'58"E
L95	24.34'	S35°24'58"E
L96	48.64'	S34°38'10"E
L97	211.28'	S00°52'31"W
L98	41.85'	S34°38'10"E
L99	23.96'	N49°32'09"E
L100	56.88'	N49°32'09"E
L101	191.95'	S00°52'31"W
L102	56.89'	N49°32'09"E
L103	67.48'	N49°32'09"E
L104	113.85'	S02°08'38"E
L105	60.73'	N75°45'36"E
L106	9.10'	N75°45'36"E
L107	53.23'	S76°31'43"W
L108	8.00'	N13°28'17"W
L109	78.31'	N13°28'17"W
L110	0.27'	S73°56'19"W
L111	29.63'	N89°07'29"W
L112	42.71'	N89°07'29"W
L113	42.29'	N89°07'29"W
L114	42.66'	N89°07'29"W
L115	42.34'	N89°07'29"W
L116	8.53'	N89°07'29"W
L117	0.76'	S35°33'10"E

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	45.77'	30.00'	N30°14'01"E	41.46'
C2	49.17'	30.00'	S11°23'50"W	43.85'
C3	19.89'	30.00'	S84°07'21"W	19.53'
C4	21.53'	30.00'	N56°19'06"W	21.08'
C5	142.20'	245.00'	N52°22'55"W	140.21'
C6	44.26'	245.00'	N74°11'08"W	44.20'
C7	41.75'	245.00'	N84°14'35"W	41.70'
C8	48.04'	30.00'	S45°00'04"W	43.07'
C9	42.74'	260.00'	N03°50'11"E	42.69'
C10	9.13'	260.00'	N09°33'05"E	9.13'
C11	18.80'	25.00'	S10°59'22"E	18.36'
C12	15.55'	60.00'	N25°06'36"W	15.51'
C13	34.12'	60.00'	N01°23'33"W	33.66'
C14	20.11'	60.00'	N24°30'07"E	20.02'
C15	33.27'	60.00'	N49°59'30"E	32.85'
C16	36.12'	60.00'	N83°07'24"E	35.57'
C17	30.29'	60.00'	S65°10'17"E	29.97'
C18	41.78'	60.00'	S30°45'36"E	40.94'
C19	36.22'	60.00'	S06°29'00"W	35.67'
C20	44.12'	60.00'	S44°50'26"W	43.13'
C21	12.35'	25.00'	N51°45'27"E	12.22'
C22	13.50'	25.00'	N22°08'31"E	13.34'
C23	26.34'	200.00'	N02°54'01"E	26.32'
C24	46.21'	30.00'	N44°59'56"W	41.77'
C25	68.99'	370.00'	S85°32'01"W	68.89'
C26	40.38'	370.00'	S77°03'55"W	40.36'
C27	10.64'	8.00'	S73°30'23"E	9.87'
C28	48.48'	30.00'	S59°45'59"E	43.37'
C29	26.58'	430.00'	S75°42'34"W	26.58'
C30	42.61'	430.00'	S80°19'08"W	42.59'
C31	44.84'	430.00'	S86°08'43"W	44.82'
C32	13.08'	430.00'	N89°59'45"W	13.08'
C33	30.31'	305.00'	N86°16'39"W	30.30'
C34	37.89'	305.00'	N79°52'17"W	37.86'
C35	38.27'	305.00'	N72°43'05"W	38.25'
C36	37.94'	305.00'	N65°33'34"W	37.92'
C37	38.78'	305.00'	N58°21'10"W	38.76'
C38	37.38'	305.00'	N51°11'55"W	37.36'
C39	40.70'	305.00'	N43°51'52"W	40.67'
C40	22.82'	305.00'	N37°53'52"W	22.82'

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD

PENDLETON, MAP 2
 NAME OF SUBDIVISION

TANGLE RIDGE DRIVE, EVERTON CIRCLE, AND LONE PINE WAY
 NAME OF STREETS IN SUBDIVISION

PENDLETON/CONCORD PARTNERS, LLC
 SUBDIVIDER

I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL WATER AND SEWER WORK THAT HAS BEEN PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORM 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, GS 14-100 AND 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

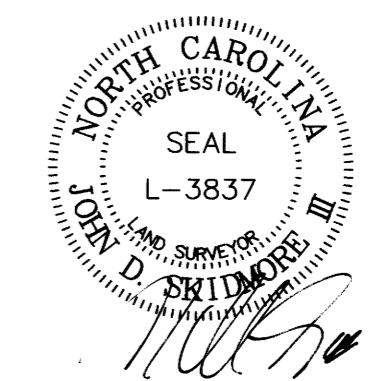
REGISTERED PROFESSIONAL ENGINEER
030523
 REGISTRATION NO. DATE 6-26-08

NOTES

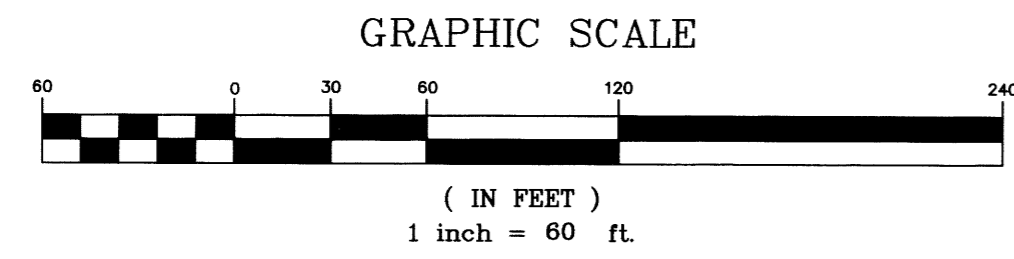
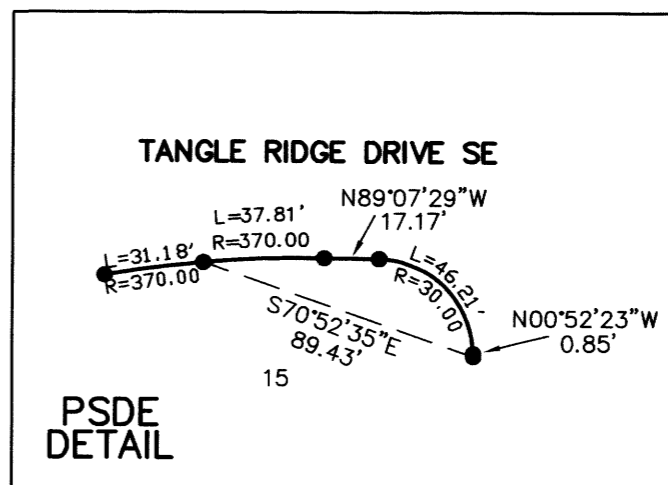
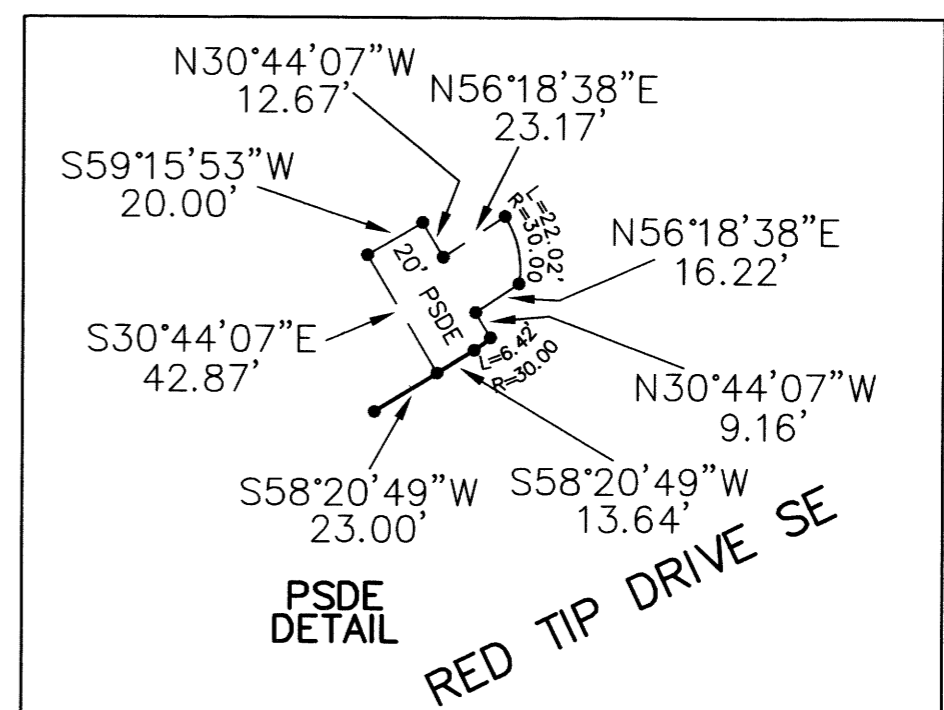
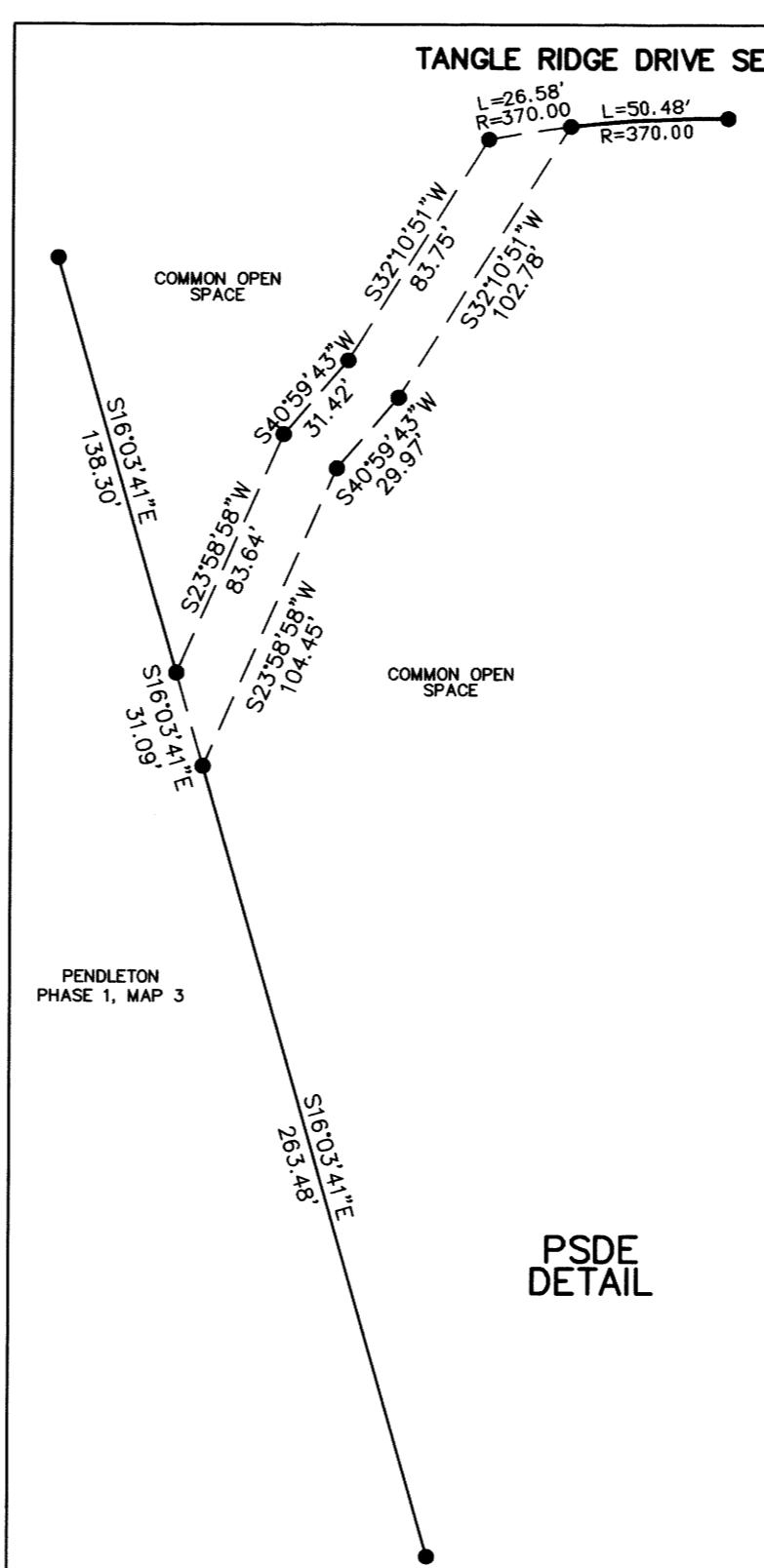
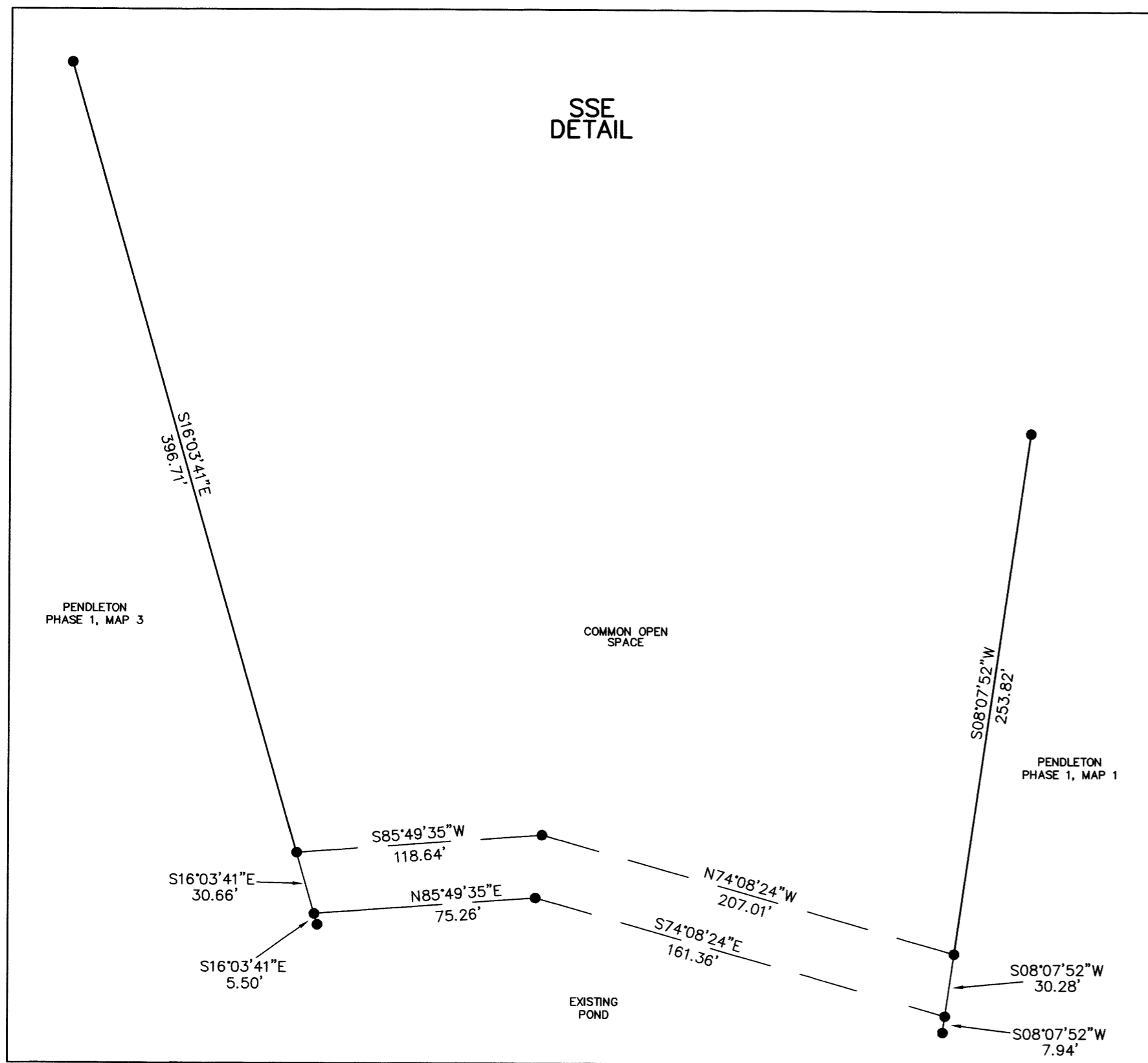
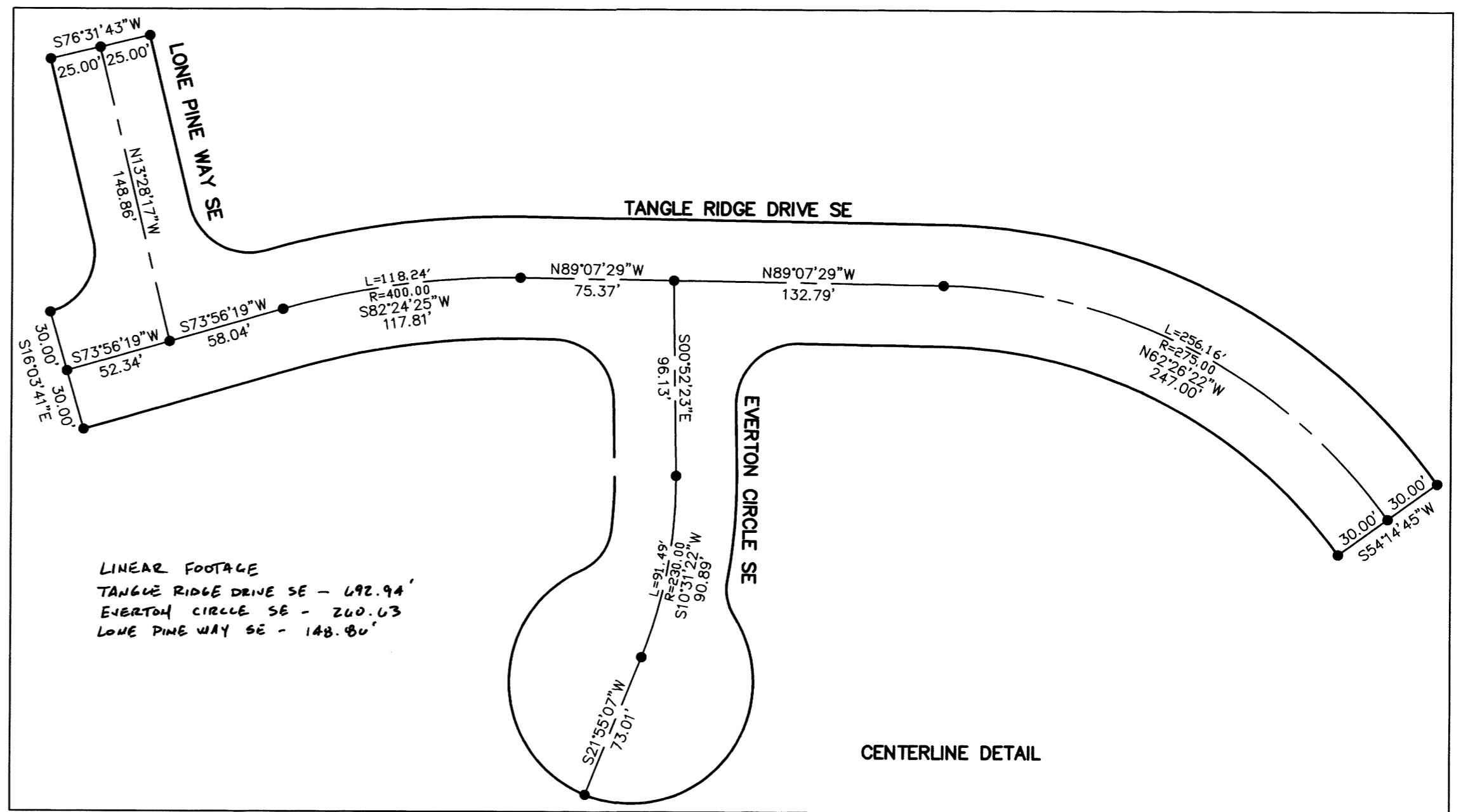
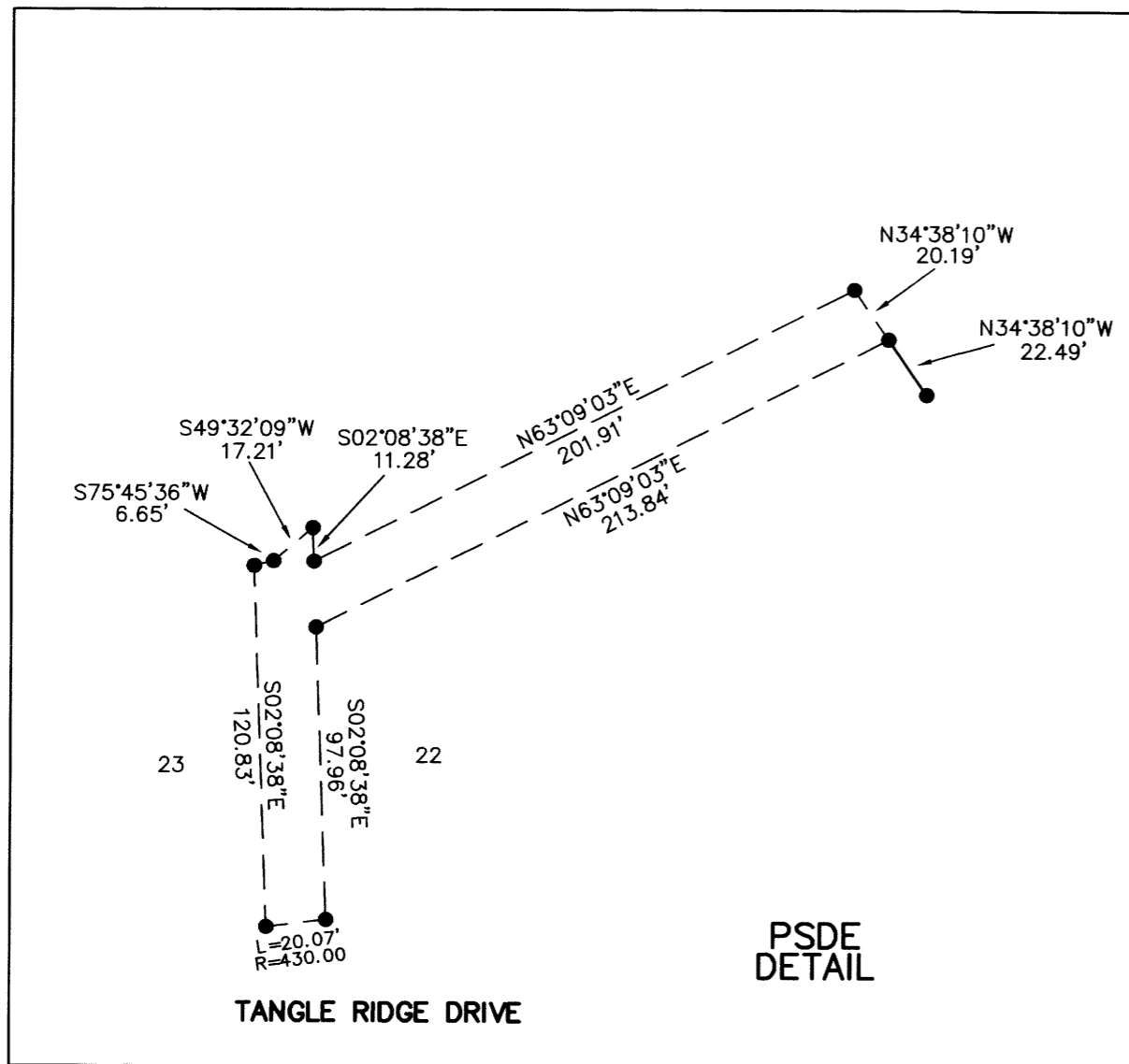
- FLOOD ZONE "X" PER FEMA MAP 37025C0088 D DATED NOVEMBER 2, 1994
- IRON PINS ON ALL LOT CORNERS UNLESS OTHERWISE NOTED. CM INDICATES A CONCRETE CONTROL MONUMENT
- ERROR OF CLOSURE 1:10,000
- SUBJECT PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RIGHT OF WAYS, SETBACKS AND/OR RESTRICTIVE COVENANTS NOT SHOWN HEREON
- ALL STORM DRAINAGE EASEMENTS ARE CENTERED ON THE LOT LINES, OR CORRESPONDING CHANNEL/PIPE.
- ALL AREAS CALCULATED BY COORDINATE METHOD.
- ALL LINES ARE HORIZONTAL DISTANCE UNLESS OTHERWISE NOTED.
- PSDE'S ARE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER.
- ALL DISTANCES SHOWN ARE GROUND DISTANCES

FILED Jul 23, 2008 04:09 pm
 BOOK 00056
 PAGE 0042 THRU 0042
 INSTRUMENT # 23864

FILED
 CABARRUS
 COUNTY NC
 LINDA F. McABEE
 REGISTER
 OF DEEDS

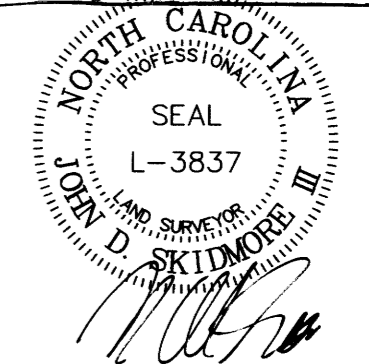


REVISIONS	FINAL PLAT	APRIL 24, 2008	D.B. 7370 PG. 59
	PENDLETON, MAP 2 CITY OF CONCORD CABARRUS COUNTY, NORTH CAROLINA TAX PARCEL 56309232110000 DB 7370-59 OWNER: PENDLETON/CONCORD PARTNERS, LLC 855 SAM NEWELL ROAD SUITE 100, MATTHEWS, NC 28105 PHONE 704-372-0935	TAX No. 56309232110000	DRAWN BY: BDS
		SCALE 1" = 60'	DRAWING: PENDLETON-MAP 2
		SKIDMORE SURVEYING, INC. 5343 HIGHWAY 74 WEST MONROE, N.C. 704-289-4855	



FILED Jul 23, 2008 04:09 pm
 BOOK 00056
 PAGE 0043 THRU 0043
 INSTRUMENT # 23865

FILED
 CABARRUS COUNTY NC
 LINDA F. McABEE
 REGISTER OF DEEDS



PLAT REVIEW OFFICERS CERTIFICATE
 (as required by G.S. 47-30.2)
 STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS

I, Jonathan Marshall REVIEW OFFICER OF CABARRUS COUNTY,
 CERTIFY THAT THE MAP OR PLAT TO WHICH THE CERTIFICATION
 IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH
 CAROLINA GENERAL STATUTES FOR RECORDING.

DATE 7/23/08
 REVIEW OFFICER Jonathan Marshall

SHEET 3 OF 3

REVISIONS	FINAL PLAT	APRIL 24, 2008	D.B. 7370 PG. 59
	PENDELTON, MAP 2 CITY OF CONCORD CABARRUS COUNTY, NORTH CAROLINA TAX PARCEL 56309232110000 DB 7370-59 OWNER: PENDELTON/CONCORD PARTNERS, LLC 855 SAM NEWELL ROAD SUITE 100, MATTHEWS, NC 28105 PHONE 704-372-0935	TAX No. 56309232110000 SCALE 1" = 60'	DRAWN BY: BDS DRAWING: PENDELTON-MAP 2 SKIDMORE SURVEYING, INC. 5343 HIGHWAY 74 WEST MONROE, N.C. 704-289-4855



MEMORADUM

DATE: Tuesday, May 18, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: The Grounds Roadway
 PROJECT NUMBER: 2020-044
 DEVELOPER: Bootsmeade Leaseco, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, June 10, 2021
 ONE-YEAR WARRANTY DATE: Thursday, June 9, 2022

Street	Length in LF	ROW in FT	Plat
Hambrick Road SW	688	80.00	
New Town Way SW	1544	80.00	

Preliminary Plat

The Grounds at Concord

New Public Roadway Construction

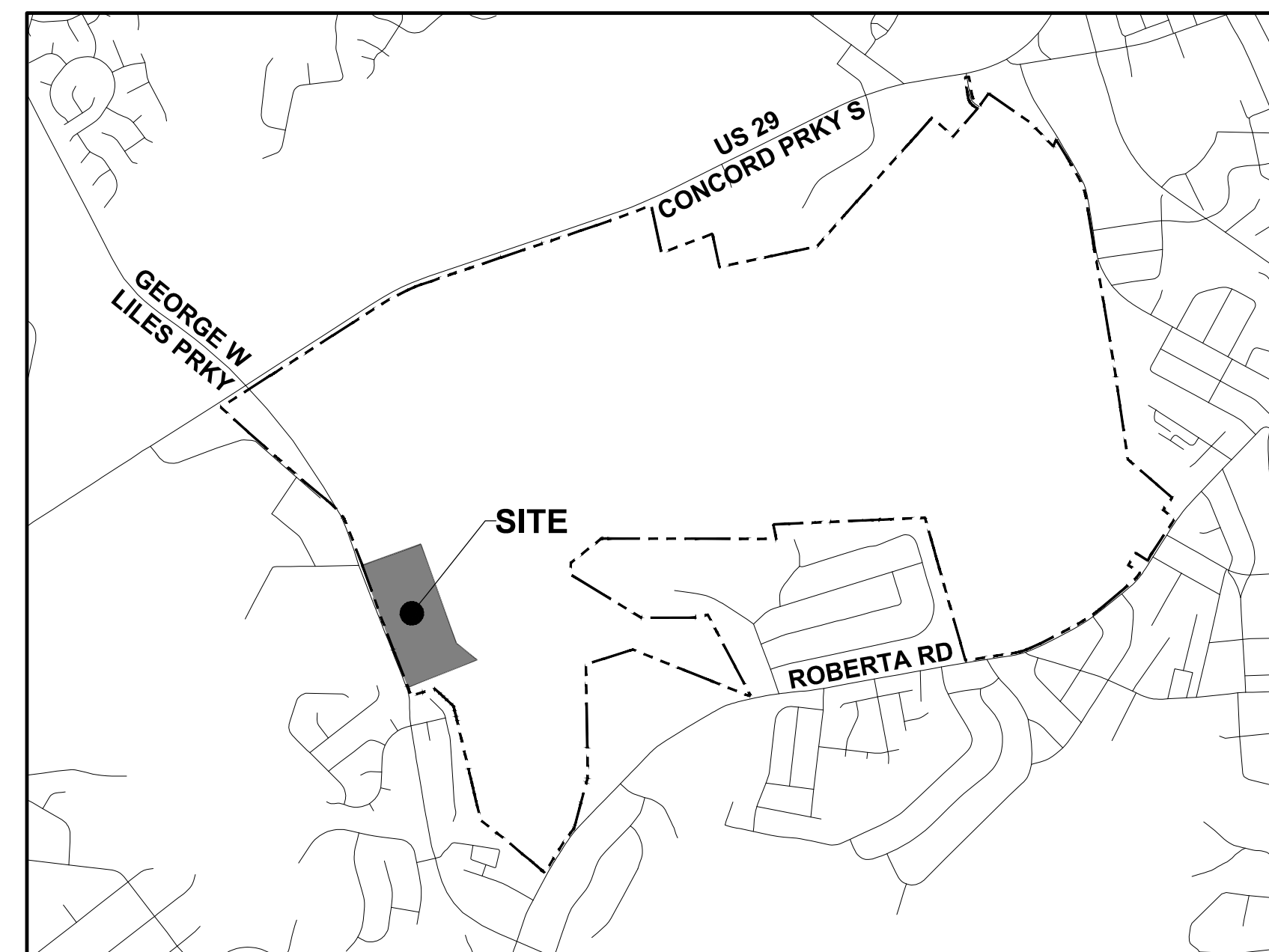
Concord, NC 28027

DATE: 10.24.2019

SHEET INDEX

Sheet Number	Sheet Title
PP-1.00	COVER
PP-2.00	EXISTING CONDITIONS PLAN
PP-3.00	PRELIMINARY PLAT
PP-4.00	SITE DETAILS

VICINITY MAP



SCALE: NTS
(NOT TO SCALE)

PROJECT TEAM

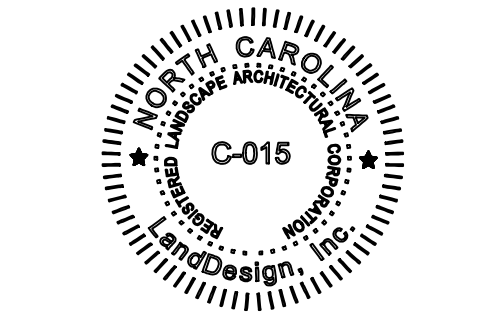
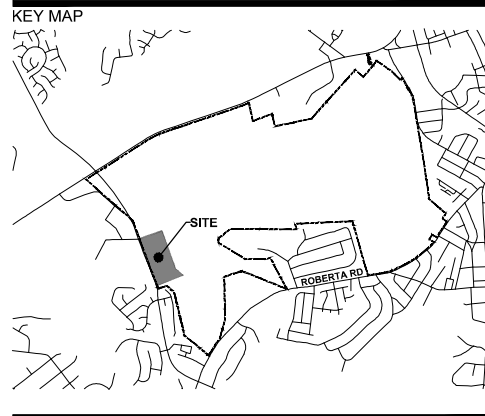
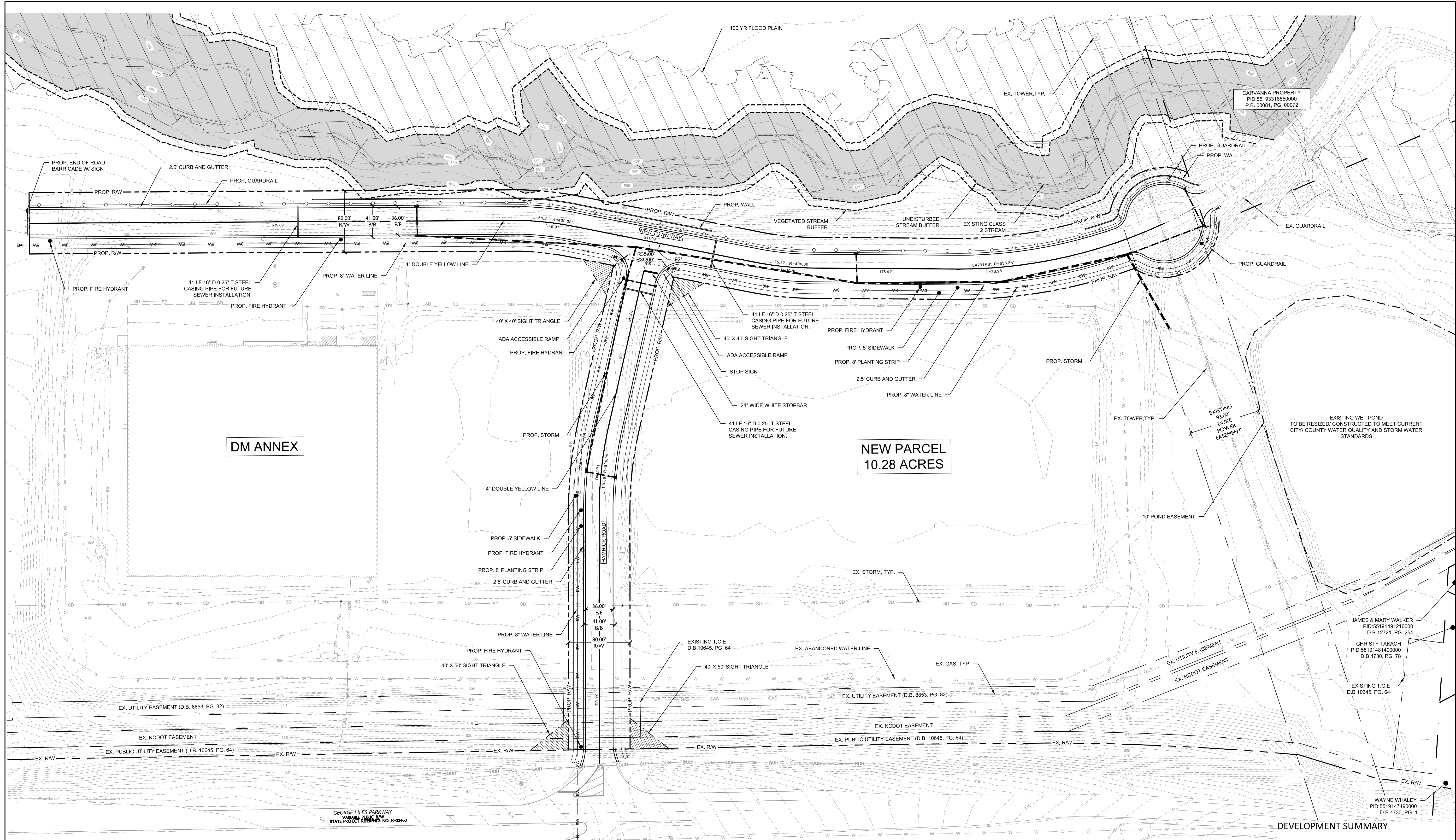
OWNER
BOOTSMEAD LEASE CO., LLC.
2820 SELWYN AVE, SUITE 550
CHARLOTTE, NC, 28209
704.973.9933

LANDSCAPE ARCHITECT
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325

CIVIL ENGINEER
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325

SURVEYOR
R.B. Pharr & Associates, P.A.
420 Hawthorne Lane
Charlotte, NC, 28204
704.376.2186





**PRELIMINARY
NOT FOR
CONSTRUCTION**

**THE GROUNDS AT
CONCORD**

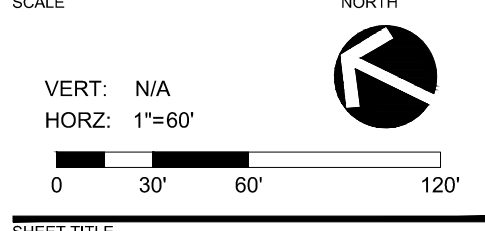
BOOTSMEAD LEASECO, LLC.
2820 SELWYN AVE, SUITE 550
CHARLOTTE, NC, 28209

LANDDESIGN PROJ#

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

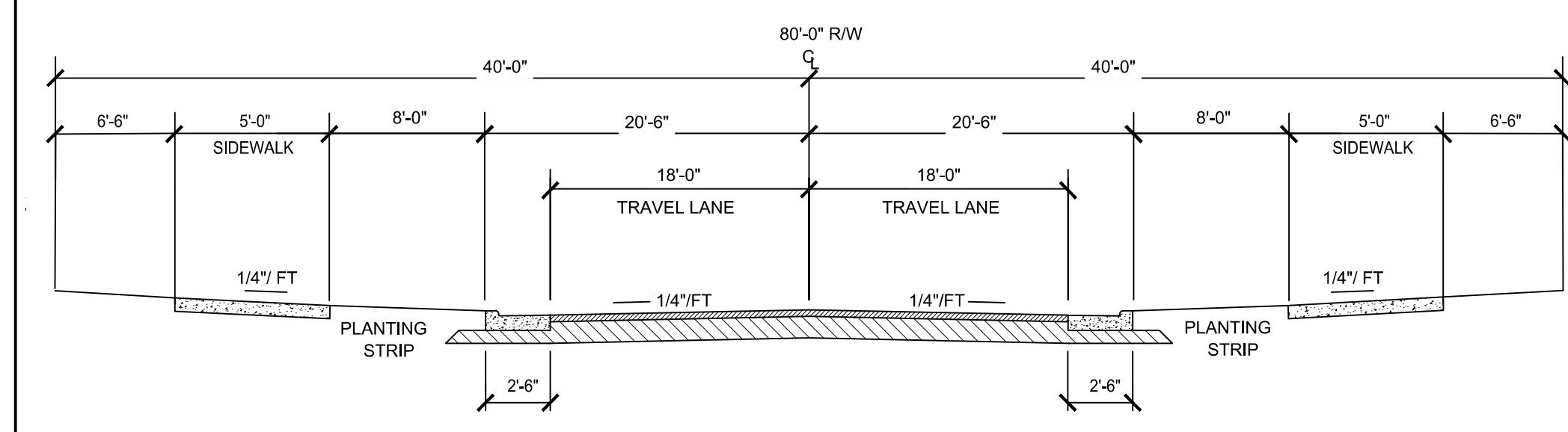
DESIGNED BY: RSK
DRAWN BY: RSK
CHECKED BY: RAK



PRELIMINARY PLAT

SHEET NUMBER

PP-3.00



TYPICAL ROAD SECTION - COLLECTOR
80' PUBLIC ROW
ROAD A & ROAD B
NTS

GENERAL NOTES:

- ALL UTILITIES ARE TO BE LOCATED EXCLUSIVELY INSIDE ROAD RIGHT-OF-WAYS.
- ROADS ARE TO BE PROPOSED FOR ACCEPTANCE INTO THE CITY OF CONCORD ROADWAY SYSTEM.
- THE MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION AND STORMWATER MANAGEMENT CONTROLS, OUTSIDE THE ROAD RIGHT-OF-WAY, IS THE RESPONSIBILITY OF THE DEVELOPER OR HIS OR HER DESIGNEE. THE CITY OF CONCORD RESERVES THE RIGHT TO PERFORM WORK IN THESE AREAS SHOULD THE DEVELOPER OR HIS OR HER DESIGNEE NOT PROPERLY MAINTAIN THESE AREAS CAUSING POTENTIAL DANGER TO THE INTEGRITY OF THE ROADWAY. IN THIS EVENT, THE DEVELOPER OR HIS OR HER DESIGNEE WOULD BE BILLED FOR ANY COST INCURRED BY THE CITY OF CONCORD.
- THE DEVELOPER HAS RECEIVED, READ, AND UNDERSTANDS THE CITY OF CONCORD DEVELOPMENT ORDINANCE. ANY DEVIATION FROM THE DEVELOPMENT ORDINANCE SHALL HAVE PRIOR WRITTEN APPROVAL FROM THE CITY OF CONCORD. FAILURE TO ADHERE TO THE CITY OF CONCORD DEVELOPMENT ORDINANCE COULD RESULT IN NO ACCEPTANCE OF ROADWAYS INTO THE CITY OF CONCORD ROAD MAINTENANCE SYSTEM AND DENIAL OF THE SUBDIVISION CONSTRUCTION PLAN AND FINAL PLAT APPROVAL.
- THE EXISTING CONDITIONS OF THE ENTIRE PROPERTY ARE CLASSIFIED AS WOODED.
- THE DEVELOPER OR HIS OR HER DESIGNEE IS RESPONSIBLE FOR KEEPING ALL SIGHT DISTANCE EASEMENTS CLEAR OF ALL SIGNS, VEGETATION, AND OTHER OBJECTS THAT MAY BLOCK DRIVERS' LINE OF SIGHT.
- DUKE ENERGY IS THE ELECTRIC SERVICE PROVIDER.
- ALL STREAM AND WETLAND IMPACTS MUST BE PERMITTED BY THE JURISDICTIONAL AGENCY.
- ALL WETPONDS AMENITIZED WITH FOUNTAINS, WALKING TRAILS, LANDSCAPING, AND SEATING AREA.
- ALL RETAINING WALLS AND ASSOCIATED APPURTENANCE ARE TO BE LOCATED OUTSIDE OF THE PUBLIC UTILITY EASEMENT, AND ROW.
- NO GEO GRID IS ALLOWED WITHIN THE RW.
- WATER/SEWER SERVICES, ADA RAMP, CATCH BASINS AND TRANSITIONS ARE NOT ALLOWED WITHIN THE DRIVEWAY.
- ROADS AND HYDRANTS MUST BE INSTALLED BEFORE VERTICAL CONSTRUCTION.
- ROADS AND HYDRANTS MUST BE INSTALLED BEFORE VERTICAL CONSTRUCTION.
- PROGRAM FOR ACTIVE OPEN SPACE MAY INCLUDE BUT IS NOT LIMITED TO WALKING TRAILS, PLAYGROUNDS, AND GRASSED OPEN SPACES FOR MULTI-PURPOSE/ATHLETIC USE. ACTIVE OPEN SPACE PROGRAMMING TO BE FURTHER DEFINED DURING LAND DEVELOPMENT.
- PER SECTION 10.5.4 STORMWATER DETENTION BASINS DO NOT QUALIFY AS OPEN SPACE UNLESS 50% OR MORE OF THE ACTIVE AND USABLE AREA IS ABOVE THE AREA SUBMERGED DURING A TEN YEAR STORM, DESIGNED FOR MULTIPLE USES AND THE USABLE AREAS CONFORM TO ALL OF THE REQUIREMENTS OF THIS SUBSECTION. RETENTION OR DETENTION AREAS MAY MEANDER THROUGH THE DEVELOPMENT RATHER THAN EXIST AS A SINGLE BASIN. RETENTION AREAS SHALL BE IMPROVED SO AS TO BE USABLE AND ACCESSIBLE. DETENTION AREAS SHALL NOT BE PERMANENTLY INUNDATED SO AS TO BE UNUSABLE FOR THEIR DESIGNATED RECREATIONAL PURPOSES. RETENTION OR DETENTION AREAS SHALL BE GIVEN A NATURAL CHARACTER AND SHALL BE CONSTRUCTED OF NATURAL MATERIALS. TERRACING, BERMING, AND COUNTEROURING ARE REQUIRED IN ORDER TO NATURALIZE AND ENHANCE THE AESTHETICS OF THE BASIN. BASIN SLOPES SHALL NOT EXCEED A 3:1 SLOPE.

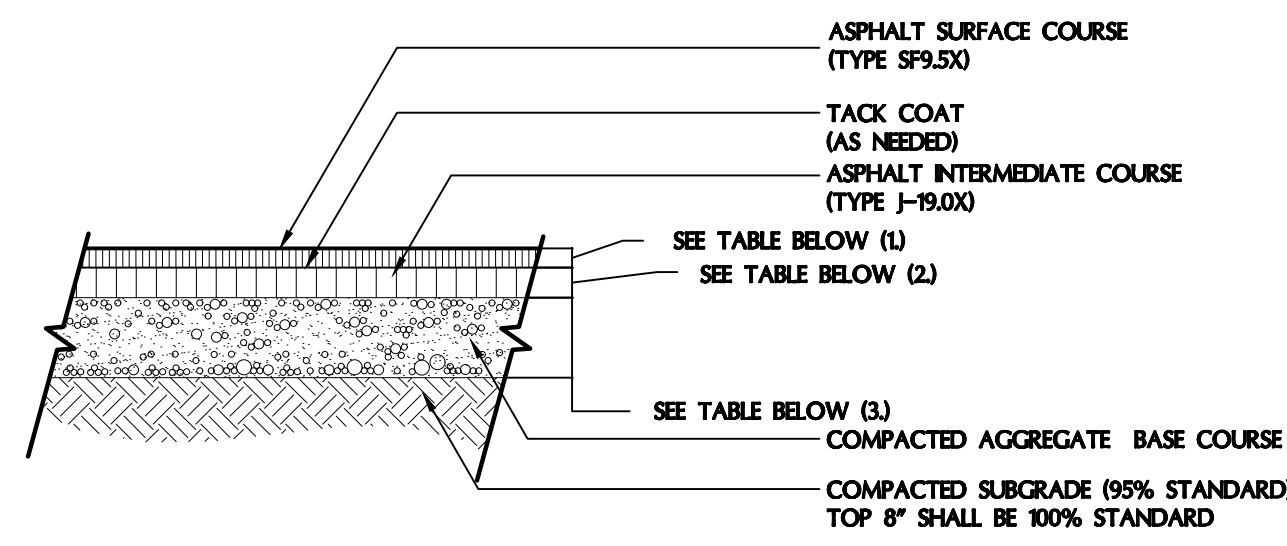
DEVELOPMENT SUMMARY

PID #: 5519-57-5640
 JURISDICTION: CITY OF CONCORD
 EXISTING ZONING: I-2 (GENERAL INDUSTRIAL)
 ANTICIPATED DATE OF FINAL PLATTING: DEC. 2020

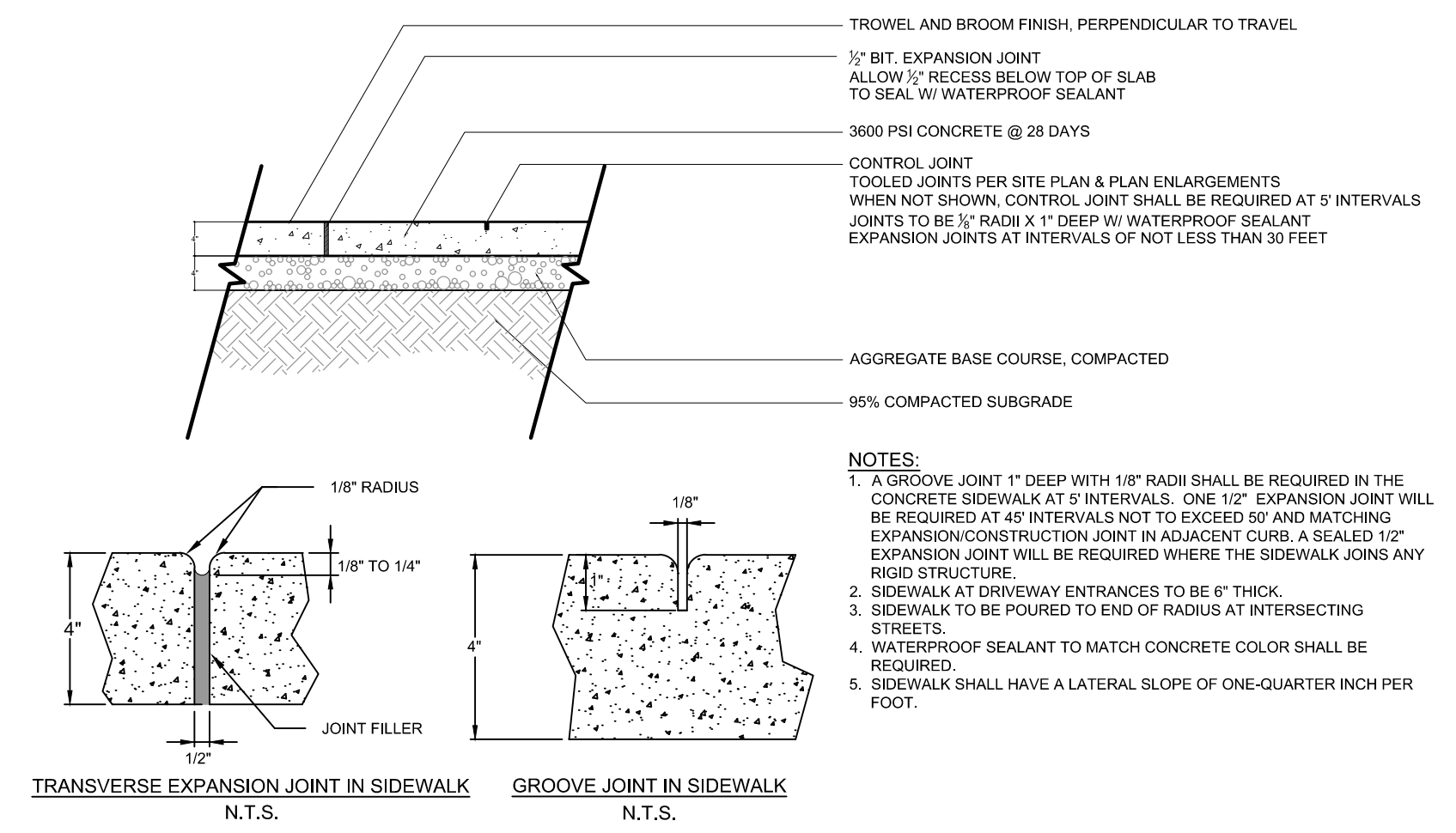
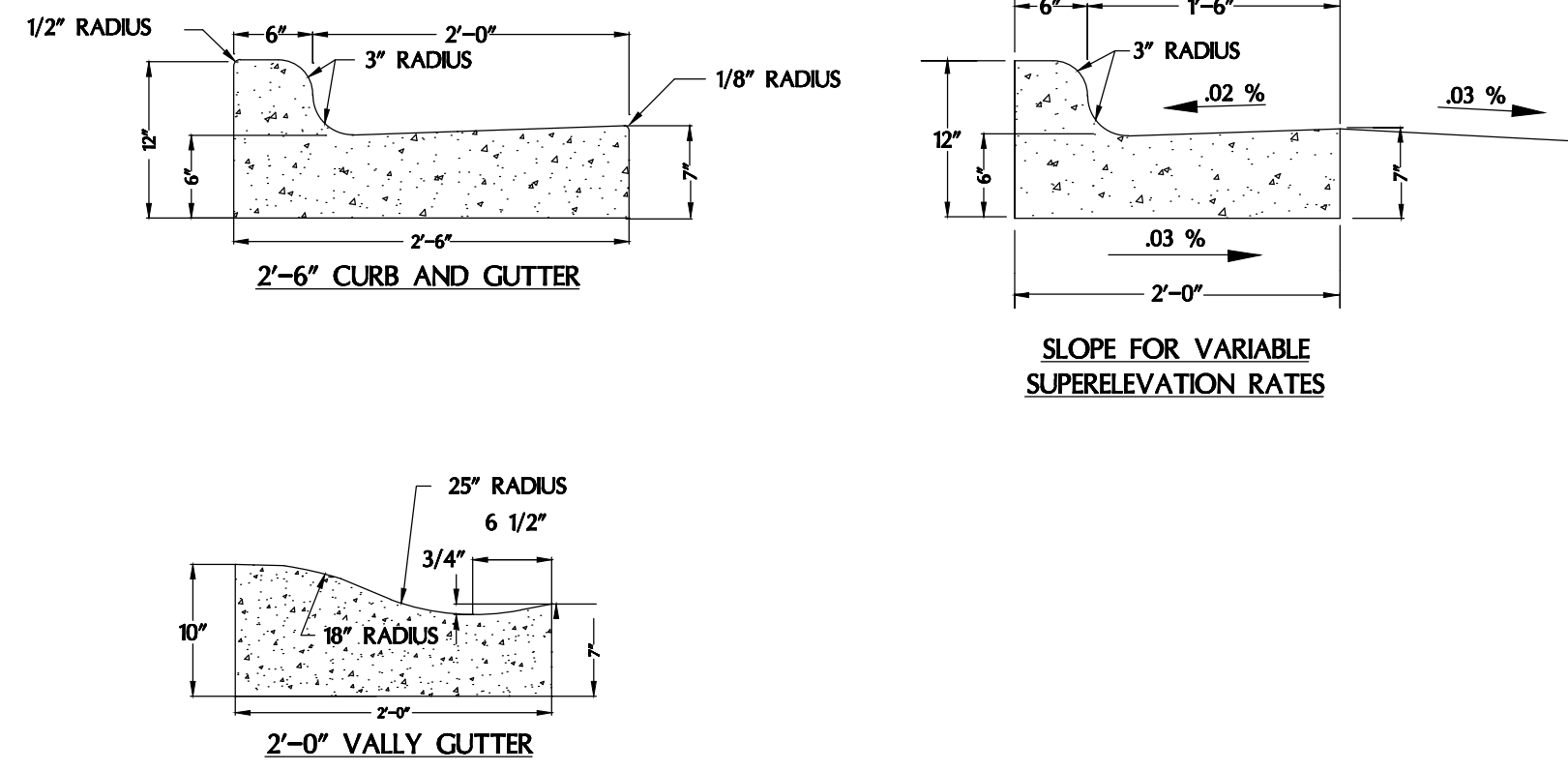
STREET LENGTHS:
 ROAD A: ±688.00 LF
 ROAD B: ±1,544.00 LF

LEGEND:

EX. EASEMENT	---
EX. RIGHT OF WAY	---
EX. STREAMS	---
EX. WETLANDS BUFFER	---
EX. RIGHT OF WAY	---
EX. MINOR CONTOUR	---
EX. MAJOR CONTOUR	---
EX. STORM	ST ST
EX. WATER	W W
EX. SEWER	SS SS
EX. GAS	GAS GAS
EX. OVERHEAD POWER	OUH OUH



NOTE	REQ.
1. SURFACE COURSE TYPE SP9.50	3"
2. INTERMEDIATE COURSE TYPE J-19.00	2.25"
3. BASE COURSE COMPACTED AGGREGATE BASE COURSE TO BE VERIFIED BY GEOTECHNICAL ENGINEER	10"



1 ASPHALT PAVING

C1.04

NTS

2 CONCRETE CURB AND GUTTER

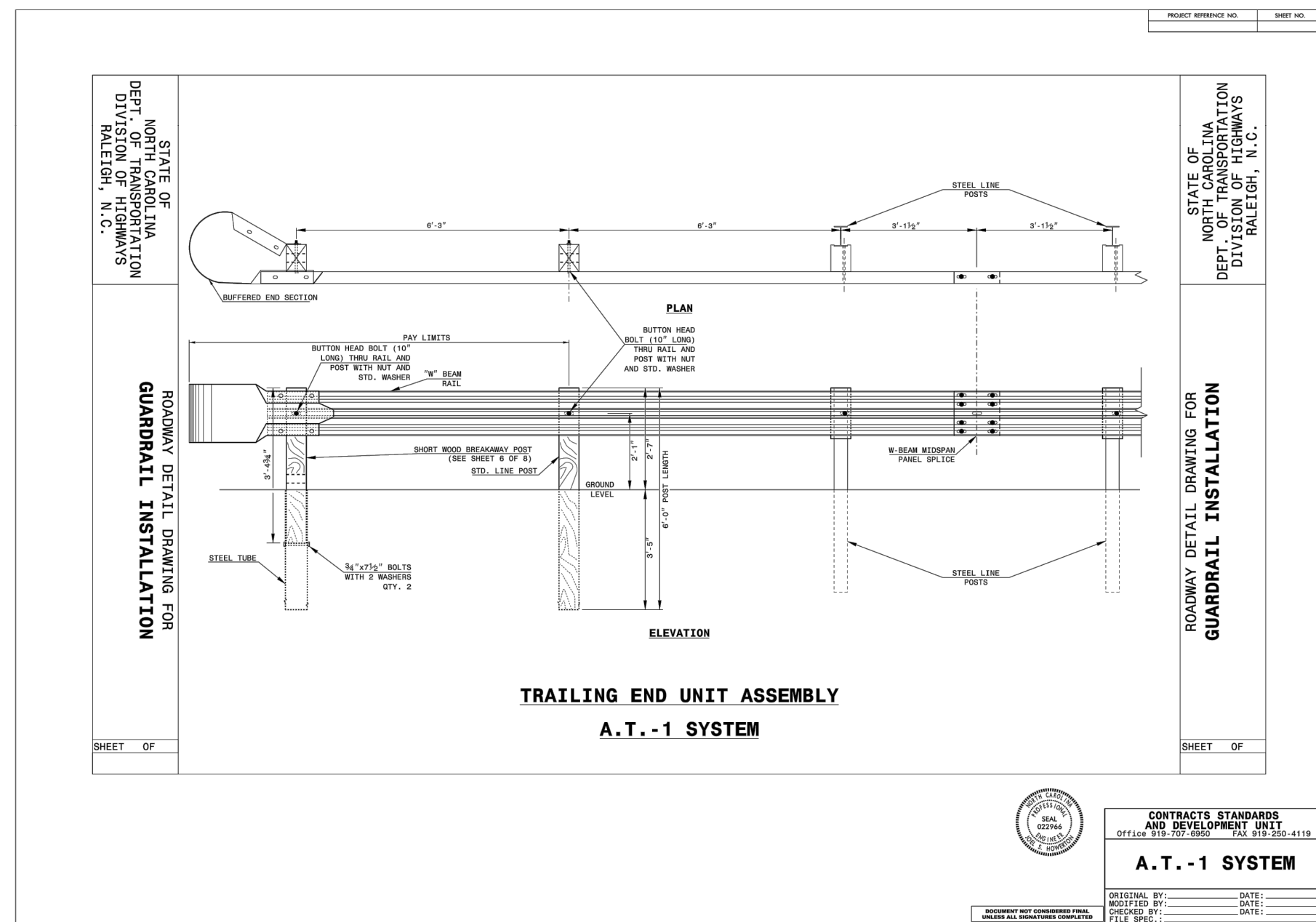
C1.03

NTS

3 CONCRETE SIDEWALK

C1.03

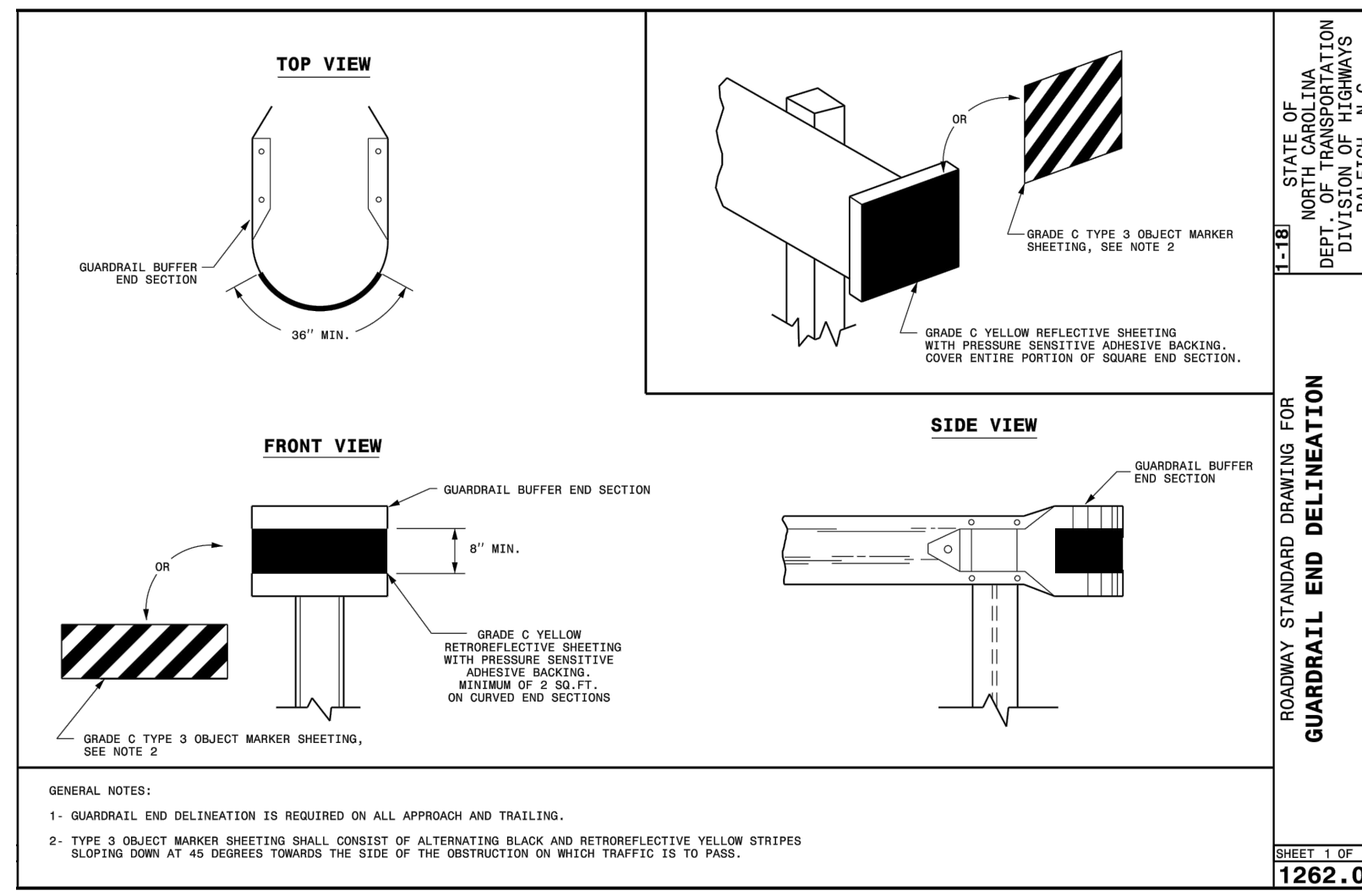
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4 GUARDRAIL INSTALLATION DETAIL

C1.04

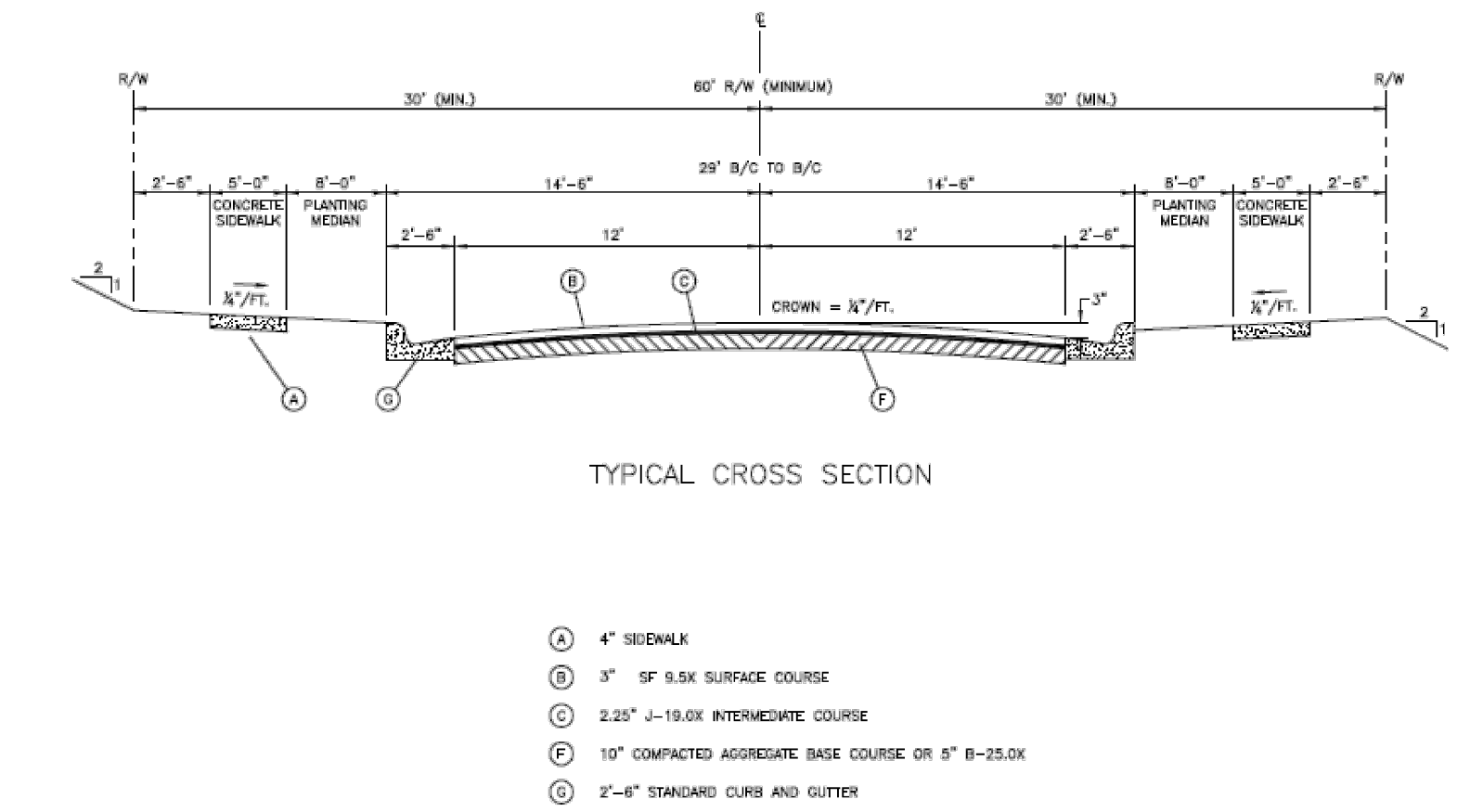
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5 GUARDRAIL INSTALLATION DETAIL

C1.04

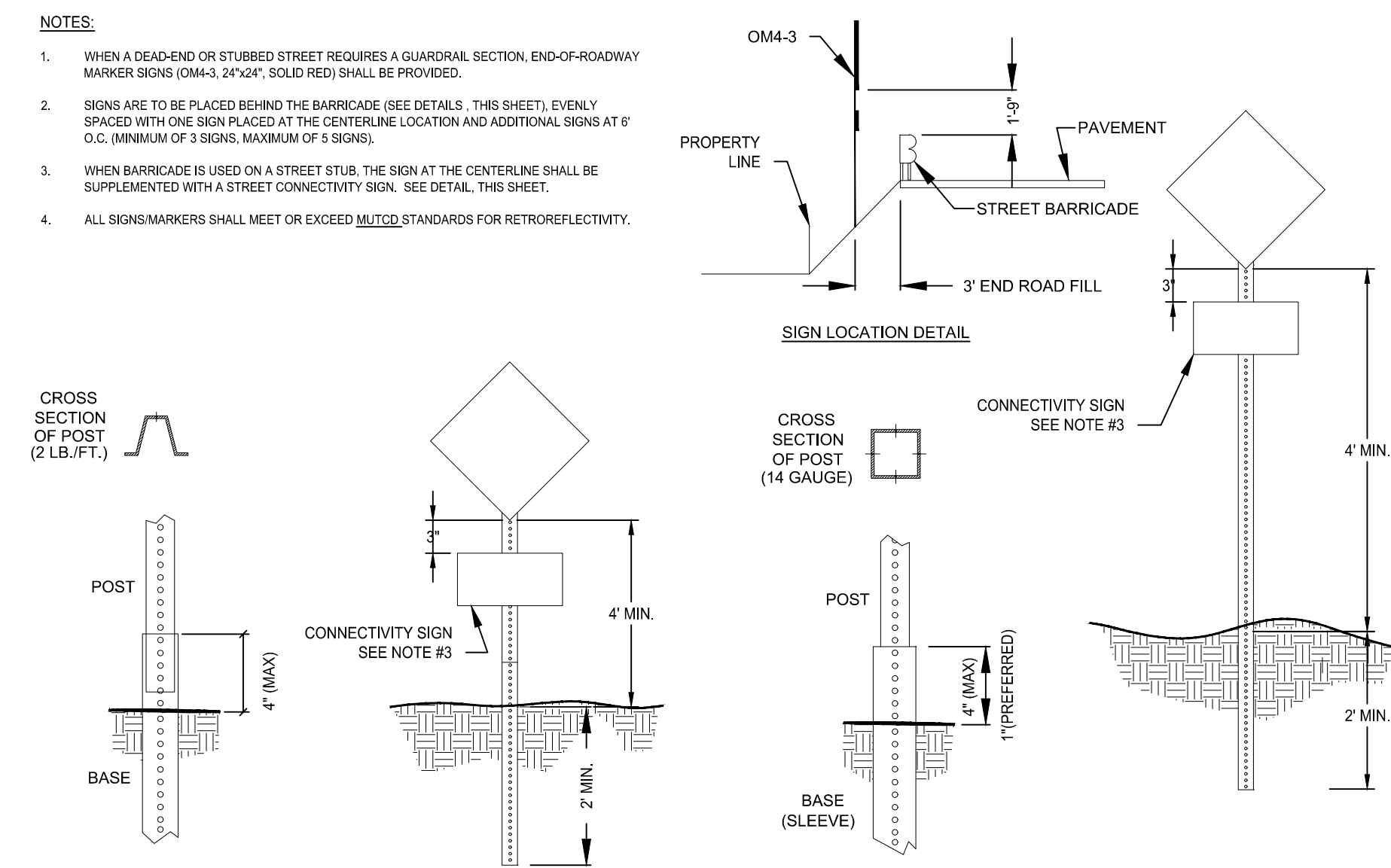
NTS



6 MINOR COLLECTOR TYPICAL SECTION DETAIL

C1.04

NTS



7 END OF ROAD MARKER

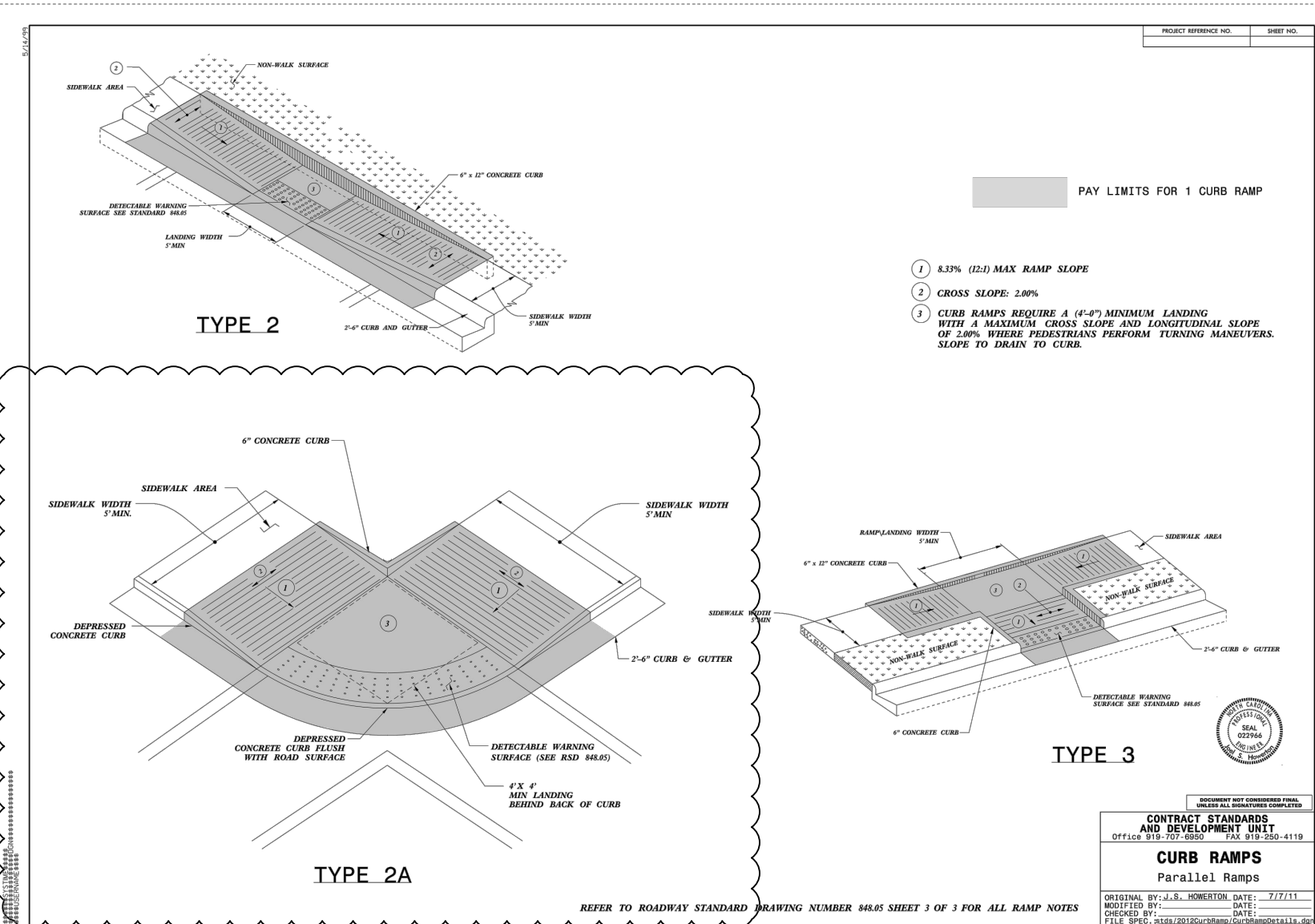
C1.04

NTS

8 BARRICADE GENERAL NOTES

C1.04

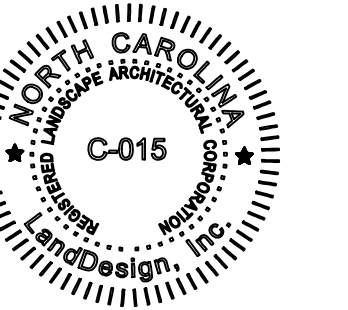
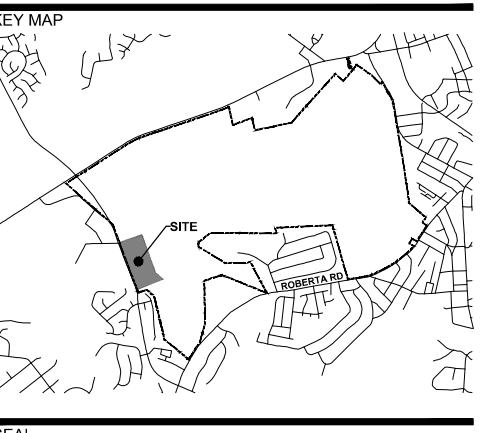
NTS



9 TYPE 2A CROSS WALK

C1.04

NTS



PRELIMINARY
NOT FOR
CONSTRUCTION

THE GROUNDS AT
CONCORD

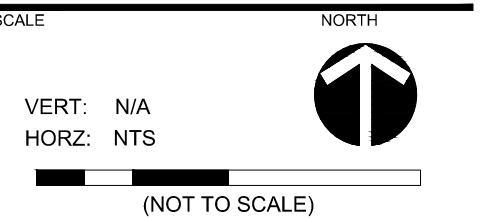
BOOTSMEAD LEASECO, LLC.
2820 SELWYN AVE, SUITE 550
CHARLOTTE, NC, 28209

LANDDESIGN PROJ#

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: RSK
DRAWN BY: RSK
CHECKED BY: RAK



SITE DETAILS

SHEET NUMBER
PP-4.00

STATE OF NORTH CAROLINA

**RECIPROCAL AGREEMENT FOR
WATER & SEWER CONNECTION
& RELATED MATTERS**

COUNTY OF CABARRUS

THIS AGREEMENT of Interlocal Cooperation, pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina, made and entered into as of the ____ day of _____, 2021, by and between the **City of Kannapolis, North Carolina** (hereinafter referred to as “Kannapolis”) and the **City of Concord, North Carolina** (hereinafter referred to as “Concord”), municipal corporations of the State of North Carolina (the “State):

WHEREAS, Kannapolis operates and maintains a municipal water and sewer system which includes, but is not limited to, a water filter plant, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, Concord operates and maintains a municipal water and sewer system which includes, but is not limited to, two water filter plants, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, both Kannapolis and Concord realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Kannapolis and Concord desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter made, Kannapolis and Concord agree as follows:

1. **Purpose:** The purpose of this Agreement is to establish a basis for reciprocal cooperation between Kannapolis and Concord with regard to connections to, development of, and construction and maintenance of the water and sewer systems of the other. For the purpose of clarification of terms of this Agreement, the agency providing service to individual customers shall be referred to as the retail service provider. The agency providing water supply or sewer flow acceptance to the retail service provider shall be referred to as the wholesale service provider.
2. **Duration of Agreement:** The duration of this Agreement is ten (10) years, with the ability of both parties to review the Agreement each year by specific representatives of both Kannapolis and Concord, unless amended or terminated as to executory matter in the manner set forth in Paragraph 14 of this Agreement.
3. **Authority to Connect and Agreement to Serve:** Kannapolis grants to Concord and Concord grants to Kannapolis the absolute right and privilege to connect to its respective water or sewer system upon such terms and under such conditions as hereinafter set forth. Confirmation and approval of each service request shall be in writing and signed by the City Manager of the wholesale service provider or his/her designated representative, provided this approval shall not be unreasonably withheld. It should be noted that the Water Resources Director and/or Engineering Director of the wholesale service provider shall review each service request, and then forward their recommendation to the City Manager or his/her designee. Upon approval and implementation of each service request, such facilities shall be continuously available to retail service provider at wholesale provider’s cost and at a reasonable level of service throughout the term of this Agreement.

4. Construction Plans and Specifications and Connections

- A. Utility Line Extensions: Prior to requesting connections to the other party's water or sewer system, the party seeking connection for a proposed water or sewer line (a "Proposed Line") to an existing water or sewer line (an "Existing Line") in the other party's system shall submit to the owner of the Existing Line plans and specifications for the Proposed Line prepared by a professional engineer licensed to practice engineering in the State of North Carolina.
- B. Individual Service Installation Taps: Service connections for the individual retail customers shall be authorized and installed by the retail service provider as specified in Paragraph 8 of this Agreement. Applicants for individual service shall make application and pay all required fees to the retail service provider. The retail service provider shall secure written confirmation and approval from the wholesale service provider when connections are to be installed on the wholesale service provider lines.

5. Upsizing or Upgrading Lines: In the event that a Proposed Line is smaller than that desired by the owner of the Existing Line, the owner of the Existing Line may pay the cost difference for upsizing or upgrading the Proposed Line, and the Proposed Line shall be upsized or upgraded upon receipt of said sum by the original party proposing the construction of the Proposed Line (the "Original Proposer"); provided that the Original Proposer shall be recognized as the owner of the Proposed Line. In order to determine the cost difference between the Proposed Line as originally planned by the Original Proposer and as upsized or upgraded at the request of the owner of the Existing Line, the Original Proposer shall bid the Proposed Line at its original size with the upgrade or upsize as an alternate.

6. Measurement of Flows or Discharges

A. For Water

- 1) Upon completion of interconnections to Kannapolis lines in the service area, more particularly described in Paragraph 8 A hereafter, Kannapolis shall supply to Concord all treated water required by Concord for Concord customers in the service area to a maximum of 1.5 million gallons of treated water per day. The amount of volume of such water usage shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Concord customers in the service area which have been connected to and use such treated water provided by Kannapolis to Concord; and
- 2) Upon completion of interconnections to Concord lines in the service area, more particularly described in Paragraph 8 A hereafter, Concord shall supply to Kannapolis all treated water required by Kannapolis for Kannapolis customers in the service area to a maximum of 1.5 million gallons of treated water per day. The amount of volume of such water usage shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Kannapolis customers in the service area which have been connected to and use such treated water provided by Concord to Kannapolis.

B. For Sewer

- 1) To quantify sewer discharges at points of connection to the other party's system, if required by standard engineering practices, laws, regulations or other contractual agreement, the owner of an Existing Line may require a party seeking connection to install, at its sole expense, a metering station at a location approved by both Kannapolis and Concord at or near the point of connection of the Proposed Line to the Existing Line. The metering station itself

shall consist of metering equipment approved by both Kannapolis and Concord. After connection, the metering equipment shall be owned and maintained by the party providing service from the point of connection; notwithstanding the foregoing, it is the desire and intent of Kannapolis and Concord to minimize, if not eliminate, the necessity for or usage of such meters wherever practicable. Where sewer metering equipment is not provided, customer water meters shall be used as the basis of payment for sewer service.

- C. Concord shall provide to Kannapolis a monthly summary of meter readings for all Concord customers receiving water supply or sewer collection from Kannapolis lines. The meter readings shall be the basis of charges by Kannapolis to Concord; and
 - D. Kannapolis shall provide to Concord a monthly summary of meter readings for all Kannapolis customers receiving water supply or sewer collection from Concord lines. The meter readings shall be the basis of charges by Concord to Kannapolis.
7. Connection Fees: Except for any pre-existing contracts or commitments of either Kannapolis or Concord which require reimbursement of a portion of such fees collected, neither Kannapolis or Concord shall charge the other a fee for connection to a water or sewer line of the other.
8. Service Areas: The City of Kannapolis will serve any customer inside the corporate limits of Kannapolis. The City of Concord will serve any customer inside the corporate limits of Concord. Areas outside of City Corporate Limits will be considered as requested.
9. User or Other Charges
- A. Neither Kannapolis or Concord shall charge the other a “transit”, “transportation”, “distribution”, “maintenance”, “user”, or other such fee or charge whether denominated as such or otherwise, for the use of the other party’s system for transportation, distribution, discharge or other transmission of water or sewer.
 - B. The following shall supersede any and all prior water and sewer rate agreements between Concord and Kannapolis.
 - 1) Treated Water Charge: An annual rate per one thousand gallons shall be established by July 1 of each year and shall be the rate charged by each party to the other. The rate shall be 1.2 times the operations and maintenance cost for water treatment of Concord or Kannapolis, whichever is higher or such other annual rate established by both City Councils. The annual cost for the purpose of this rate shall expressly exclude any and all capital cost or debt service.
 - 2) Sewer Collection Charge: An annual rate per one thousand gallons shall be established which shall be equal to the equivalent rate charged to Kannapolis and Concord by the Water and Sewer Authority of Cabarrus County.
 - C. Kannapolis shall bill Concord in accordance with its billing cycle as established in Section 6 based upon readings from metering stations heretofore or hereafter installed. Concord shall pay said bills within thirty (30) days of receipt. Upon failure of payment, Kannapolis may discontinue supplying treated water upon ten (10) days’ written notice to Concord; and

- D. Concord shall bill Kannapolis in accordance with its billing cycle as established in Section 6 based upon readings from metering stations heretofore or hereafter installed. Kannapolis shall pay said bills within thirty (30) days of receipt. Upon failure of payment, Concord may discontinue supplying treated water upon ten (10) days' written notice to Kannapolis; and
10. Operation and Maintenance: Concord and Kannapolis shall be responsible for all operation and maintenance of facilities within their individual service areas.
 11. Water/Sewer Rates: Concord and Kannapolis shall bill customers within their individual service areas based on their prevailing retail water and sewer rate schedule for the remainder of their respective system.
 12. Interruptions of Service: Whenever practicable, both Concord and Kannapolis shall provide at least forty-eight (48) notice prior to any interruption of service necessary for the other's customers due to a planned interconnection installation, maintenance outage or other foreseeable extent of interruption; this duration and other pertinent information will be provided with the notice. When interruptions of service are due to emergency situations which cannot be foreseen, the affected party will be notified as soon as possible as to the estimated duration and extent of the interruption.
 13. Water Restrictions: Any retail customer provided water under this Agreement shall be subject to any water restrictions implemented by either the wholesale or retail service provider.
 14. Further Agreements: Since the parties acknowledge that uniformity and consistency of materials, line sizes, etc., promotes a comprehensive, cooperative planning process for future growth and system expansion, Kannapolis and Concord further agree to pursue diligently the adoption of additional reciprocal agreements between the parties and/or multilateral agreements between or among the parties and the owners or operators of other public water and/or sewer systems in Concord and Kannapolis for future water and sewer development. Such agreements should include all aspects of such water and sewer systems, including but not limited to, plans, specifications, materials, line sizes, fees, charges and the like.
 15. Method of Amendment/Termination of Agreement: This Agreement may be amended or terminated only by a vote of the majority of the members of both of the respective governing boards of Kannapolis and Concord.
 16. Warranties: Kannapolis and Concord hereby warrant and represent that;
 - A. Execution of the Agreement and full performance of its own obligations hereunder are fully authorized by law;
 - B. Each has complied or will comply with all procedures necessary to render its execution of this Agreement and the performance of its obligations hereunder as valid, legal and binding acts of Kannapolis or Concord, respectively; and
 - C. All contracts for work to be done pursuant to this Agreement will be performed in accordance with the laws and regulations to which Kannapolis and Concord are subject, expressly including but not limited to, the public bidding laws of the State of North Carolina.
 17. Miscellaneous: Kannapolis and Concord further say that;

- A. No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
- B. All representations and warranties made herein shall survive the making of any payment or payments pursuant hereto;
- C. Except as modified by separate written agreement of Kannapolis and Concord and/or terminations as provided herein, this Agreement shall be binding upon and inure to the benefit of Kannapolis and Concord, and their respective successors and assigns.

IN WITNESS WHEREOF, Kannapolis and Concord have executed this Agreement the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

By: Melton D. Hinnant
Mayor



ATTEST:

Bridgette Bell
Clerk

Approved as to Form

Jason M. Jiles
City Attorney

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

[Signature] 5/13/2021
Finance Director

CITY OF CONCORD, NORTH CAROLINA

By: _____
Mayor

ATTEST:

Clerk (SEAL)

Approved as to Form

City Attorney

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

Finance Director

**CAPITAL PROJECT ORDINANCE
American Rescue Plan Fund**

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

SECTION 1. The project authorized is future projects funded by the American Rescue Plan Funds.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
330-4357300				
330-4357300	Federal Aid	0	16,255,872	16,255,872
Total				\$16,255,872

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>
3300-5811082				
3300-5811082	Future Projects	0	16,255,872	16,255,872
Total				\$16,255,872

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

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

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. 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 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized and amended are the projects included in the CDBG CARES Grant

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
310-4357500				
310-4357500	CARES Act Funding	\$400,339	\$1,005,204	\$604,865
Total				<u>\$604,865</u>

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>
3117-5800100				
3117-5800100	CARES Act Expenditures	\$400,339	\$1,005,204	\$604,865
Total				<u>\$604,865</u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



May 19, 2021

Mayor William C. Dusch
City of Concord
North Carolina

Dear Mayor Dusch,

Thank you for the opportunity to apply for funding from the City of Concord to support Students Take Part in the Arts. This program is marking its 20th anniversary and has made a tremendous difference in the lives and education of all students in Concord. Every year the Cabarrus Arts Council carefully selects and schedules curriculum- and grade-related live professional performances to present to all students, Kindergarten through high school. No child is left behind. By the time a student graduates s/he has seen music, ballet, opera, street dance, ballet, performance poetry, historical drama.

The Cabarrus Arts Council always has its eye on diversity which is extremely important when presenting programs to children. We know that every student needs to see him or herself up on stage, recognizing that people of all ethnicities belong. Many of the performing groups we hire have multiracial casts, and many of the theatrical performances teach about the civil rights movement – especially in middle and high school.

We have had the pleasure of hearing from many students about the significant impact these experiences have on their lives – especially those who come from families that would never have the opportunity to purchase tickets for a theatre.

As you can imagine, this past year has been extremely challenging. Instead of live performances the arts council provided a menu of virtual performances for students to see from their home schools. Fundraising has been significantly less with the effects of virtual fundraisers and economic challenges, and earned income was almost non-existent. But we continued to serve our community with activities and virtual entertainment that provided both hope and education.

Please consider this letter my application for \$5,000 to support Students Take Part in the Arts. A week of performances, two shows a week, for 6500 elementary school students costs \$6000 for the performers. Your support will help insure that every Concord student, Kindergarten through High School, has a wonderful year back in the classroom, and the prospect of a bright future.

Most sincerely,

A handwritten signature in cursive script, appearing to read "Noelle", written in black ink.

Noelle Rhodes Scott
President and CEO

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	\$12,772,487	\$12,777,487	\$5,000
Total				\$5,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	\$850	\$5,850	\$5,000
Total				\$5,000

Reason: To appropriate reserves from the Mayor’s Golf Tournament to Cabarrus Arts Council for the Students Take Part in the Arts Program.

Adopted this 10th day of June, 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	
680-4357000	State Aid	2,815,109	1,602,803	(1,212,306)
680-4357200	Federal Aid	2,815,626	1,000,000	(1,815,626)
680-4401330	Parking	194,100	919,100	725,000
680-4401343	Commercial Into Plane Fee	13,260	68,260	55,000
680-4401350	Rental Car	35,000	125,000	90,000
680-4401365	Airline Operating Fees	62,400	172,400	110,000
680-4401380	Ramp Services	30,000	115,000	85,000
680-4401385	Landing Fees	30,000	140,000	110,000
680-4351000	Sale of Fixed Assets	0	7,760	7,760
680-4406000	Retained Earnings Appr	647,927	0	(647,927)
Total				(2,493,099)

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5800429	Grant Expenditures	3,027,932	0	(3,027,932)
4530-5186000	Workmens Comp	0	8,950	8,950
4530-5194000	Contract Services	416,088	466,088	50,000
4530-5192000	Legal	15,000	30,000	15,000
4530-5331000	Utilities	370,000	445,000	75,000
4530-5356000	Hangar Repairs	166,000	206,000	40,000
4530-5355000	Maintenance-Fuel Farm	16,000	20,000	4,000
4530-5356000	Maintenance-Airfield	149,500	159,500	10,000
4530-5321000	Telephone	121,331	141,331	20,000
4530-5272000	Jet A Purchases	2,028,188	2,328,188	300,000
4530-5299000	Supplies-Departmental	39,900	51,783	11,883
Total				(2,493,099)

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized and amended are the projects included in the CDBG Grants

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
310-4334557				
310-4334557	CDBG 2020	680,540	680,436	(104)
310-4355000				
310-4355000	Program Income	99,734	99,483	(251)
	Total			(355)

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3108-5483200				
3108-5483200	Clearwater	209,355	207,746	(1,609)
3109-5121000				
3109-5121000	Regular	62,043	64,299	2,256
3109-5181000				
3109-5181000	FICA	4,591	4,764	173
3109-5182000				
3109-5182000	Retirement-General	4,845	5,021	176
3109-5187000				
3109-5187000	401k Contribution	2,184	2,263	79
3110-5480012				
3110-5480012	PI/Match	44,877	46,235	1,358
3111-5121000				
3111-5121000	Regular	51,743	49,487	(2,256)
3111-5181000				
3111-5181000	FICA	3,931	3,758	(173)
3111-5182000				
3111-5182000	Retirement-General	4,657	4,481	(176)
3111-5187000				
3111-5187000	401k Contribution	1,821	1,742	(79)
3112-5470036				
3112-5470036	Academic Learning Ctr	4,500	4,128	(372)
3112-5483003				
3112-5483003	Hope Haven	10,000	9,664	(336)
3112-5483015				
3112-5483015	Cab Meals on Wheels	8,000	7,233	(767)
3112-5483200				
3112-5483200	Clearwater Artist Studio	220,423	221,898	1,475
3112-5299000				
3112-5299000	Supplies-Departmental	11,196	11,140	(56)
3114-5481002				
3114-5481002	Acquisition of Property	35,483	35,435	(48)
	Total			(355)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of June, 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	
610-4354400	Duke Settlement	0	4,311,440	4,311,440
610-4402400	Late Fees	156,700	106,700	(50,000)
610-4402600	Cut On Fees	150,000	100,000	(50,000)
610-4406000	Retained Earnings Appr	2,220,871	0	(2,220,871)
Total				1,990,569

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7200-5987000	Transfer to Project Fund	0	1,500,000	1,500,000
7200-5182100	Retirement-Excess Pmts	0	28,597	28,597
7200-5121000	Regular	314,875	419,488	104,613
7260-5194000	Contract Services	221,660	321,660	100,000
7240-5186000	Workmen's Comp	0	27,359	27,359
7240-5492000	Bad Debt Expense	0	230,000	230,000
Total				1,990,569

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 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
Electric Project-Substation T & Delivery #4

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 and amended are Sub T & Delivery #4.

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/expenditures are anticipated to be available to the City of Concord for the project:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
473-4501610				
473-4501610	Transfer from Electric	\$36,415,634	\$37,915,634	\$1,500,000
473-4601000				
473-4601000	Bond Proceeds	\$1,500,000	\$0	(\$1,500,000)
6949-5801068				
6949-5801068	Substation O	\$600,000	\$711,835	\$111,835
6949-5801145				
6949-5801145	Del 6 SubP Hwy49/601	\$4,590,000	\$4,478,165	(\$111,835)
6949-5801151				
6949-5801151	Del 3 Solid St Relay	\$350,000	\$247,367	(\$102,633)
6949-5801152				
6949-5801152	Delivery #4 & 100 KV	\$11,479,912	\$15,675,166	\$4,195,254
6949-5801153				
6949-5801153	Lrg Truck/Equip Shed	\$1,300,000	\$130,500	(\$1,169,500)
6949-5801160				
6949-5801160	Delivery #4 Substation	\$4,195,254	\$0	(\$4,195,254)
6949-5801169				
6949-5801169	Substation S	\$4,036,624	\$35,000	(\$4,001,624)
6949-5801171				
6949-5801171	Substation T	\$1,000,000	\$6,273,757	\$5,273,757

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of June, 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	
Total				
<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4510-5121000	Streets Regular Salaries	\$1,761,033	\$1,323,893	(\$437,140)
4510-5181000	Streets FICA	\$134,047	\$99,784	(\$34,263)
4510-5182000	Streets Retirement	\$177,864	\$131,162	(\$46,702)
4510-5183000	Streets Group Insurance	\$333,624	\$257,028	(\$76,596)
4510-5187000	Streets 401k	\$61,331	\$43,391	(\$17,940)
4511-5121000	Powell Bill Reg Salaries	\$0	\$437,140	\$437,140
4511-5181000	Powell Bill FICA	\$0	\$34,263	\$34,263
4511-5182000	Powell Bill Retirement	\$0	\$46,702	\$46,702
4511-5183000	Powell Bill Group Insuranc	\$0	\$76,596	\$76,596
4511-5187000	Powell Bill 401k	\$0	\$17,940	\$17,940
Total				\$0

Reason: To reappropriate salary budget from Streets to Powell Bill.

Adopted this 10th day of June, 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	
100-4323200	Sales Tax Article 40	3,300,000	3,700,000	400,000
100-4323300	Sales Tax Article 42	3,700,000	4,000,000	300,000
100-4323400	Sales Tax Article 44	2,800,000	3,200,000	400,000
100-4311100	Budget Year Property Tax	63,403,876	66,403,876	3,000,000
100-4315000	Fire District Tax	200,000	280,000	80,000
100-4323700	County Fire Sales Tax	25,000	45,000	20,000
100-4325200	Plan Review Fees	200,000	275,000	75,000
100-4326100	Plan Review Fees - Fire	129,000	144,000	15,000
100-4341631	Alarm Ordinance	30,000	100,000	70,000
100-4344200	Athletic Leagues	60,000	88,800	28,800
100-4350050	Street Cuts	40,000	125,000	85,000
100-4352000	ABC Distribution	500,000	750,000	250,000
100-4353100	Insurance Reimbursements	93,020	157,200	64,180
100-4354000	Other Income	24,500	79,500	55,000
100-4351000	Sale of Fixed Assets	320,000	455,430	135,430
100-4357500	CARES Act Funding	0	1,046,977	1,046,977
100-4370000	Appropriated Fund Balance	12,772,488	7,864,168	(4,908,320)
Total				1,117,067

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5216000	Declared Emergency Exp	0	950,736	950,736
4190-5290000	Non Dept Supplies-Misc	6,000	16,239	10,239
4190-5291000	Supplies-Data Processing	0	22,431	22,431
4190-5299000	Non Dept Supplies-Deptml	4,500	20,174	15,674
4190-5299200	Clearwater expenses	5,718	30,718	25,000
4190-5351000	Non Dept Maint-Buildings	25,860	29,277	3,417
4190-5194000	Non Dept Contract Srvcs	22,037	96,417	74,380
4190-5992000	Non Dept Contingency	217,943	188,043	(29,900)
4130-5291000	Finance Supplies Data Pro	4,200	14,200	10,000
4130-5521000	Finance Software-Capital	10,000	0	(10,000)
4310-5540000	Police Vehicles-Capital	1,321,699	1,366,389	44,690
4910-5982000	Transfer to HOME Fund	0	400	400
Total				1,117,067

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 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	Fund Balance Appropriated	\$12,772,488	\$19,772,488	\$7,000,000
Total				\$7,000,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5981500	Transfer to Cap Reserve	\$0	\$7,000,000	\$7,000,000
Total				\$7,000,000

Reason: To transfer reserves from FYE2020 to the General Capital Reserve to fund capital projects.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future projects and capital outlay as listed in the City’s Capital Improvement Plan. Funds will be accumulated until such time the City Council designates the funds for projects. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc(Dec)</u>
285-4501100	From			
285-4501100	General			
	Fund	\$31,840,813	\$38,840,813	\$7,000,000
8150-5811082	Future	\$22,199,233	\$29,199,233	\$7,000,000
8150-5811082	Projects			

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund 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 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLarie 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	
650-4401201	Green Fees	\$779,498	\$954,498	\$175,000
650-4401202	Cart Fees	\$357,282	\$507,282	\$150,000
650-4401203	Driving Range	\$112,010	\$142,010	\$30,000
650-4404110	Pro-Shop	\$136,749	\$176,749	\$40,000
650-4354000	Other Income	\$18,273	\$23,273	\$5,000
Total				\$400,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7501-5210010	RRGC Operating Exo	\$769,886	\$994,886	\$225,000
7501-5194100	RRGC Contract Srvcs	\$905,308	\$1,055,308	\$150,000
7501-5194000	Contract Services	\$277	\$25,277	\$25,000
Total				\$400,000

Reason: To adjust budget to current year end estimates.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized and amended are the projects included in the HOME Grants.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
320-4334607				
320-4334607	HOME 2020	1,304,995	1,304,705	(290)
Total				<u>(290)</u>

SECTION 4. The following amounts are appropriated for the project

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3211-5194000				
3211-5194000	Contract Services	14,828	14,811	(17)
3211-5484100				
3211-5484100	Consortium Admin Exp	48,061	48,049	(12)
3211-5480001				
3211-5480001	Substantial Rehab	58,740	58,700	(40)
3211-5484200				
3211-5484200	Consortium Project Exp	996,746	996,525	(221)
3209-5480012				
3209-5480012	Match/PI Exp	0	24,500	24,500
3210-5480012				
3210-5480012	Match/PI Exp	148,134	123,634	(24,500)
3207-5194000				
3207-5194000	Contract Services	15,380	16,054	674
3207-5183000				
3207-5183000	Group Insurance	5,287	5,152	(135)
3207-5299000				
3207-5299000	Supplies-Departmental	5,000	4,461	(539)
3209-5194000				
3209-5194000	Contract Services	7,408	13,709	6,301
3209-5121000				
3209-5121000	Regular	52,721	46,420	<u>(6,301)</u>
Total				(290)

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

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

direction in carrying out this project.

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of June, 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:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
210-4357500	CARES Act Funding	80,742	139,576	58,834
210-4702200	Other Income	0	572	572
210-4702300	Income Portable	700,000	714,000	14,000
210-4702310	Admin Fee Rev-Portable	35,000	42,000	7,000
210-4703200	Contr Earned Admin Pmt	3,898,815	3,958,899	60,084
<i>Total Revenue Increase (Decrease)</i>				<u>140,490</u>

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
1500-5471510	HAP Portable	700,000	714,000	14,000
1501-5471500	Housing Assistance Pmt	3,087,346	3,197,846	110,500
1501-5471501	HAP Fam Unification Vouch	152,000	134,000	(18,000)
1501-5471502	Project Based Vouchers	248,324	237,324	(11,000)
1501-5471511	HAP Portable (Port Out)	181,880	220,360	38,480
1501-5471900	HAP/FSS Escrow-Vouchers	98,696	105,206	6,510
<i>Total Exp Increase (Decrease)</i>				<u>140,490</u>

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

GRANT PROJECT ORDINANCE
FY 2019 CAPITAL FUND GRANT

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

SECTION 1. The project authorized and amended is FY2019 Capital Fund Grant.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3 & 4. The following revenues and expenditures/expenses are anticipated to be available to the City of Concord for the project:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase

<i>Total Revenue Increase (Decrease)</i>				_____

Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
9210-5800250				
9210-5800250	Operations	61,425	26,684	(34,741)
9210-5988000				
9210-5988000	Transfer to Housing	0	34,741	34,741
<i>Total Exp Increase (Decrease)</i>				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 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 10th day of June, 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	
690-4501400	Transfer from Cap Proj	0	34,741	34,741
690-4351000	Sale of Fixed Assets	0	2,683	2,683
690-4353100	Insurance Reimbursement	0	41,318	41,318
690-4702600	FSS Escrow Forfeitures	0	2,129	2,129
690-4703100	Contrib Op Subsidy Curr	852,199	843,128	(9,071)
690-4701100	Dwelling Rental	480,000	438,000	(42,000)
690-4702200	Other Income	100,000	94,000	(6,000)
Total				23,800

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1000-5186000	Workers Compensation	0	23,800	23,800
Total				23,800

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$90,225	\$279,970	\$189,745
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$1,261,439	\$1,071,694	\$(189,745)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund 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 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-McEachern-Hospital Phase & Hector Henry-Cannon Crossing

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

SECTION 1. The projects authorized are the projects included for the McEachern-Hospital Phase Greenway and the Hector Henry-Cannon Crossing Greenway.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4501280				
420-4501280	Transfer from P&R Reserve	\$313,081	\$502,826	\$189,745
				<u>\$189,745</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811019				
8300-5811019	Hector Henry-Cannon Crossing	\$60,000	\$245,870	\$185,870
8300-5811018				
8300-5811018	McEachern-Hospital Phase	\$877,425	\$881,300	\$3,875
Total				<u>\$189,745</u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day June, 2021.

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

 William C. Dusch, Mayor

ATTEST: _____
 Kim Deason, City Clerk

 Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT
Revolving Fund Projects

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

SECTION 1. The project authorized is Affordable Housing.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
370-4351500				
370-4351500	Affordable Housing Proceeds	0	307,260	307,260
370-4350400				
370-4350400	Rental Income	0	4,340	4,340
				311,600

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475000				
3700-5475000	Affordable Housing Construction	970,974	1,282,574	311,600
Total				311,600

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day June, 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	
600-4351000	Sale of fixed assets	0	36,500	36,500
Total				36,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7100-5540000	Vehicles	230,000	240,500	10,500
7100-5492000	Bad Debt Expense	0	26,000	26,000
Total				36,500

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

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	
292-4324250	Vehicle license-addl \$5	390,000	440,000	50,000
Total				50,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
8200-5982500	Transfer to Transit Fund	390,000	440,000	50,000
Total				50,000

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 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	
640-4406000	Retained Earnings Appr	2,131,208	415,090	(1,716,118)
640-4351000	Sale of fixed assets	0	21,600	21,600
640-4402100	Tap Fees	80,000	240,000	160,000
Total				<u>(1,534,518)</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7420-5990001	Approp to Ret Earnings	1,716,118	0	(1,716,118)
7420-5331000	Utilities	7,604,659	7,703,714	99,055
7420-5186000	Workmens Comp	0	37,545	37,545
7420-5492000	Bad Debt Expense	0	45,000	45,000
Total				<u>(1,534,518)</u>

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 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	
620-4353100	Insurance Reimbursement	0	24,070	24,070
620-4341660	Communication Fees	43,000	121,000	78,000
620-4402100	Fees - Taps	200,000	268,000	68,000
620-4402950	Meter & Accessories	250,000	420,000	170,000
620-4351000	Sale of Fixed Asset	0	42,562	42,562
620-4354000	Other Income	6,000	31,000	25,000
Total				407,632

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7330-5122000	Overtime - Hillgrove	9,500	19,500	10,000
7330-5248000	Supplies-Chemicals	657,319	999,951	342,632
7340-5492000	Bad Debt Expense	0	55,000	55,000
Total				407,632

Reason: Adjust budget to year end actual projections.

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CITY OF CONCORD HOUSING DEPARTMENT LOW-RENT PUBLIC HOUSING
PROGRAM COLLECTION LOSSES TRANSFER RESOLUTION

WHEREAS, the Housing Director has submitted a list of participant repayment agreements that are unpaid; and

WHEREAS, the Housing Director reports that attempts to collect the amounts have been unsuccessful as of this date; and

WHEREAS, the City Council has determined that the uncollected balance can be transferred to collection losses due to unsuccessful attempts to make collections;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord does hereby approve the transfer of delinquent repayment agreement accounts for the Housing Choice Voucher Program to collection losses:

0621 - \$1169

Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

ATTEST: _____
VaLerie Kolczynski, City Attorney

CITY OF CONCORD HOUSING DEPARTMENT LOW-RENT PUBLIC HOUSING
PROGRAM COLLECTION LOSSES TRANSFER RESOLUTION

WHEREAS, the Housing Director has submitted a list of Resident's accounts who has moved out of their dwelling units leaving a balance due; and

WHEREAS, the Housing Director reports that attempts to collect the amounts have been unsuccessful as of this date; and

WHEREAS, the City Council has determined that the transfer of the delinquent accounts can be transferred to collection losses due to unsuccessful attempts to make collections;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord does hereby approve the transfer of delinquent accounts for the Low-Rent Public Housing Program to collections losses:

Tenant#	Net Balance
00055014-5	\$579.00
00055019-3	\$4,622.38
00022003-8	\$256.56
00022016-4	\$1,691.51
00022028-11	\$99.98
00022038-9	\$934.95
00033023-8	\$5,024.19
00033040-14	\$323.41
00033056-8	\$1,149.85
00033057-10	\$410.07
00011003-4	\$6,683.88
00011005-2	\$206.47
00011007-3	\$124.00
00011039-5	\$129.96
00011046-10	\$86.02

	TOTAL: \$22,322.23
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Adopted this 10th day of June, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

ATTEST: _____
VaLerie Kolczynski, City Attorney

FYE 2021 Writeoffs								
Date Invoiced	Invoice #	Acct#	Name	Total	Revenue	Sales Tax	GL Acct #	
4/30/2020	GEN0008166	2012855	Charlotte Renea McCullough	501.25	\$ 501.25		100-4327300	
4/30/2020	ELEC001478	2012857	Angela Allen	3000.00	\$ 3,000.00		610-4403000	
6/9/2020	GEN0008173	2012867	Rio Valley Biofuels	1299.99	\$ 1,299.99		100-4327300	
8/4/2020	ELMB002038	2012875	John Sangster	116.63	\$ 109.00	\$ 7.63	610-4402950	610 2216001
9/16/2020	ELMB002063	2012888	Ronald Daniel Wittman	116.63	\$ 109.00	\$ 7.63	610-4402950	610 2216001
10/23/2020	ELMB002077	2011630	Speedway Electric	116.63	\$ 109.00	\$ 7.63	610-4402950	610 2216001
11/19/2020	ELMB002091	2012904	Michael Stancil	58.31	\$ 54.50	\$ 3.81	610-4402950	610 2216001
12/1/2020	ELMB002096	2012533	Pearson Electrical Service	209.72	\$ 196.00	\$ 13.72	610-4402950	610 2216001
1/8/2021	ELEC001498	2012912	Jeffery Reaves	950.00	\$ 950.00		610-4403000	
1/29/2021	ELMB002111	2012918	Michael Kicinski	116.63	\$ 109.00	\$ 7.63	610-4402950	610 2216001
				<u>\$ 6,485.79</u>	<u>\$ 6,437.74</u>	<u>\$ 48.05</u>		

AVIATION

Nov-19 19-132586

N501EJ - Transient

\$ 5,380.91

8.13 City of Concord Computer Network, Email, and Internet Access Policy

Purpose

The City of Concord provides a computer network giving its employees access to the Internet and both internal and external email and file transfer services. The system allows City employees (Users) and the public to use an efficient means to transfer information. The rapid growth of these electronic tools has required that a policy be put in place to serve as a guideline as to how the systems are to be used. Users are required to abide by all of the applicable rules.

Permitted Use of the Internet and the City Computer Network

The computer network is the property of the City of Concord ("The City") and may only be used for legitimate business purposes. Users are provided access to the computer network to assist them in the performance of their jobs. Additionally, certain employees ("Users") may also be provided with access to the Internet through the computer network. All Users have a responsibility to use the City's computer resources and the Internet in a professional, lawful, and ethical manner. Abuse of the computer network or the Internet, may result in disciplinary action, including possible termination, and civil and/or criminal liability. Personal use of the City network is limited to reasonable and appropriate use of the system as monitored by each department head and technology services.

The City utilizes a two-step verification process (Multi-Factor Authentication) to verify user identity, which is a core component of a strong identity and access management system. In the City's efforts to reduce cyber security threats and illegal system access, users will be required to log-in using a two-step verification process. Multi-Factor Authentication requires two distinct forms of identification to access the City's computer network. Users are required to supply initial credentials, such as username and password, as well as a second form of verification that will be sent to the user's cellular device. If a cellular device is deemed to be an unacceptable method to receive the verification code, a token may be issued to a user upon Assistant City Manager approval. The token will provide a code that will be used as a second form of verification during the log-in process. Lost or damaged tokens will be replaced by the user at the actual costs of the token at that point in time.

Failure to adhere to the City's two-step verification process may result in disciplinary action.

Computer Network Use Limitations

Prohibited Uses. The City's computer network may not be used to disseminate, view or store unauthorized materials including but not limited to commercial or personal advertisements, solicitations, promotions, destructive code (e.g., viruses, self-replicating programs, etc.), political material, pornographic text or images, "entertainments" such as gambling or home shopping sites, chain e-mails, and personal charitable solicitations. On-line auctions and instant messaging are prohibited. Users may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not agree to license or download any material for which a registration fee is charged without first obtaining the express written permission of the City. If you suspect that a virus has been introduced into the City's network, notify technology services immediately.

Law Enforcement and Legal Exception: In order to fulfill only their law enforcement and/or

professional obligations, the Police Chief, City Manager, or City Attorneys may engage in the Prohibited Uses described above. The City Manager and/or Police Chief may delegate this authority in writing to their respective staffs in order to fulfill their duties. Such delegation shall be reasonably limited in scope and duration as required by the facts and circumstances necessitating the delegation.

Duty Not to Waste or Damage Computer Resources

Departmental Responsibility. Departmental directors are responsible for the implementation and adherence of the City's network, email, and Internet policies. In the event that any department or division policy contradicts the policy, this policy shall govern. This policy may be changed only upon written approval of the City Manager.

Passwords. All users must maintain confidential passwords in order to access the City's network, GroupWise email, and Internet accounts. The passwords must be a combination of numbers and letters and should not be common words or dates such as birthdays, children, or pet names. Passwords are not to be shared and should be kept in a secure location away from your workstation. Users have the responsibility to change passwords on a periodic basis.

Frivolous Use. The User must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, uploading or downloading large files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with nonbusiness related uses of the Internet.

Public Records. Email and Electronic Documents created, stored, sent, or received by the City's computer network may constitute public records as determined by North Carolina Public Record Act provided in Chapters 121 and 132. This Policy shall not invalidate any exception to public record laws or to imply that all documents are public records. Email is a public record and must be made accessible unless its content is exempt from inspection by statutes or other regulations. Detailed public record information can be found at North Carolina Office of Archives and History website at <http://www.ah.dcr.state.nc.us/sections/archives/rec/default.htm>. A list of examples of public records can be found in Appendix "A".

Email and Electronic Document Retention. Emails and Electronic retention and disposition are outlined in Chapters 121 and 132 of the "General Statutes of North Carolina". Each individual user of Email and Electronic documents are responsible for the retention and management of their records as outlined in the Act. The retention requirements are listed in Appendix "B". Documents placed in the "trash" are not to be retained for longer than 1 day after being deleted by the user. For Emails, each individual user must review all messages within 30 days and file them under the appropriate record retention category as outlined in Appendix "B". All Emails which are not public records shall be deleted.

Applicability to Employees, Part-time employees, Contractors, and Others.

This policy applies to all employees, contractors, part-time employees, and others having access to the City of Concord network and email system. Contractors and third-party users who are in violation of this policy may be removed from the system and/or have their contract revoked. In addition, other legal remedies may be pursued. Employees who are terminated have no right to the contents on the City network or email system. Supervisors or management may access an employee's emails and

files if the employee is absent, on sick leave, leave of absence, or vacation and are necessary for the City's business purposes.

Emails will be backed up to tape on a 5 working day rotating basis.

Privacy

Employees are given computers and Internet access to assist them in the performance of their jobs. Employees should have no expectation of privacy in anything they create, store, send or receive using the City's computer equipment. The computer network is the property of the City and may be used only for City purposes. Users expressly waive any rights of privacy in anything they create, store, send, or receive using the City's computer equipment or Internet access. User consents to allow appropriate City personnel access to and review of all material created, stored, sent, or received by the User through the City Network or Internet connection.

Monitoring of computer and Internet usage. The City has the right to monitor and log any and all aspects of its Computer system including, but not limited to, monitoring Internet sites visited by Users, monitoring chat and newsgroups, monitoring file downloads, and all communications sent and received by users. The City will use software that makes it possible to identify and monitor and/or deny access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace. An audit of the system will be performed each 12 months or at the request of a department head or the City Manager to review how the system is being used.

**City of Concord
Computer Network, Email, and Internet
Access Policy**

**Revised June 10, 2021
Employee Acknowledgement of Understanding**

I have read and agree to comply with the terms of this policy governing the use of the City of Concord's computer network. I understand that violation of this policy may result in disciplinary action, including possible termination and civil and criminal penalties.

Signature _____

Date _____

Printed name _____

Appendix “A”

Emails, Email Attachments, and Documents considered public record when sent or received in normal business processes under the Public Records Act and are subject to the approved Records Retention and Disposition schedules. Origination (created or received) of the document does not affect their status. The following are examples of Email messages that are considered public records and should be retained according to the retention and disposition schedule.

- Policies and Directives
- Correspondence related to official business
- Work schedules
- Meeting agendas or minutes
- Any document that initiates, authorizes, or completes a business transaction
- Reports
- Draft documents that are to be reviewed and/or commented upon.
- States a decision
- Outlines procedures
- Shows action
- Gives guidance
- Is unique (in the terms of possible historic value)
- You're not sure

Some Email and documents are considered to be public record but have extremely limited value. Examples and can generally be deleted

- “While you were out” messages
- “Call me when you return to your office”
- “There is an interesting article on this subject at _____”
- “Budget requests are due on the 30th”
- Makes a travel reservation
- Confirms an appointment
- Asks for a meeting
- Is in the nature of a telephone message
- Transmits other documents without comment
- Junk mail
- Is a preliminary or rough draft containing no significant information that is not also contained in the final draft
- Is a document downloaded from the World Wide Web (www) or by file transfer protocol (ftp) not used in the transaction of business
- Does not contain information necessary to conduct official business, meet statutory obligations, carry out administrative functions, or meet City objectives.
- Other examples can be found at: <http://www.ah.dcr.state.nc.us/sections/archives/rec/shortterm.htm>

Personal Email is not a public record and should be avoided altogether or used sparingly.

Work-related Email and documents exempt from disclosure as public records:

- Personnel information gathered by the City as defined by GS 160A-168
- Any attorney/client privileged information and work product (note: This is recently changed and may no longer be exempt)
- Citizen or employee social security number collected by the City
- Trade secret materials
- Computer security information of the City
- Building plans of city-owned buildings
- Billing information of customers compiled and maintained in connection with City providing utility services
- Information relating to criminal investigations conducted by the City and records of criminal intelligence information compiled by the City
- Local tax records of the City that contains information about a taxpayer’s income or receipts

Appendix “B”

Records Retention and Disposition Schedule

Type of Record	Retention Period
Correspondence relating to purchasing goods or services	3 Years
Reports prepared by City Key Business Units	3 Years
About seminars or workshops attended by City Employees	1 Year
About citizen complaints	After the matter has been resolved
Related to active or proposed projects	1 year after project ends
Administrative or management correspondence concerning City operating philosophy, methods, or functions	3 Years
About municipal fundraising activities	1 year
Relating to the administration of federal grants	3 years after the grant has ended, or when released from all audits, claims, or litigation, whichever occurs later
About internal management studies conducted by City administration or staff about any aspect of municipal administration (including charts, memoranda, surveys, cost analysis, etc.)	May destroy when reference value has ended
Requests for cost quotation for equipment, supplies, or services	3 years if no audit, claim, litigation or other official proceeding involving the records has been initiated

Resources:

NC Department of Cultural Resources, Office of Archives and History

“Email as a Public Record in North Carolina” August 2002

City of Charlotte, “LegalEase” Volume 10-No.1 February 2004

NC Office of Archives and History, <http://www.ah.dcr.state.nc.us/sections/archives/rec/default.htm>

NC Office of Archives and History, <http://www.ah.dcr.state.nc.us/sections/archives/rec/shortterm.htm>

Compensation Plan Grade Assignment Charts

5/30/2022

**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly			
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max	
Non-Exempt												
Custodian	D401	202	34,093.08	45,002.87	56,253.58	1,311.27	1,730.88	2,163.60	16.39	21.64	27.04	
Recreation Leader Part Time	O406	202	34,093.08	45,002.87	56,253.58	1,311.27	1,730.88	2,163.60	16.39	21.64	27.04	
Cemetery Maintenance Worker	D209	203	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86	
Grounds Maintenance Worker	D212	203	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86	
Parking Enforcement Technician	P207	203	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86	
Warehouse Clerk	C408	203	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86	
Automotive Parts Clerk	K206	204	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69	
Customer Service Representative	Z407	204	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69	
Resident Service Coordinator	L408	204	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69	
Solid Waste Worker	Q205	204	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69	
Streets Maintenance Worker	R304	204	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69	
Utility Service Worker	U304	204	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69	
Administrative Assistant	V402	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Aviation Service Worker	B302	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Customer Service Specialist	Z404	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Equipment Operator	X301	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Family Self Sufficiency Specialist	L405	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Programmer	O203	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Housing Specialist	L404	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
Solid Waste Compliance Inspector	Q207	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	
<i>Survey Technician I*</i>	<i>J410</i>	<i>205</i>	<i>37,254.43</i>	<i>49,175.86</i>	<i>61,469.81</i>	<i>1,432.86</i>	<i>1,891.38</i>	<i>2,364.22</i>	<i>17.91</i>	<i>23.64</i>	<i>29.55</i>	
Warehouse Clerk & Safety Representative	C418	205	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55	

**Italicized titles are previously approved titles, but currently inactive.*

**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly			
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max	
Non-Exempt												
Accounting Technician I	Y405	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Airport Maintenance Mechanic	B304	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Building Maintenance Mechanic I	D206	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Communications Technician	H203	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
<i>Deputy Tax Collector*</i>	<i>C406</i>	<i>206</i>	<i>38,372.06</i>	<i>50,651.14</i>	<i>63,313.90</i>	<i>1,475.85</i>	<i>1,948.12</i>	<i>2,435.15</i>	<i>18.45</i>	<i>24.35</i>	<i>30.44</i>	
Development Service Technician	E405	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Fitness Instructor/Event Assistant	O202	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Meter Technician	Z203	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Senior Administrative Assistant	V404	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Sign Technician I	R206	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Telecommunicator	Z402	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Utility Billing Specialist	C409	206	38,372.06	50,651.14	63,313.90	1,475.85	1,948.12	2,435.15	18.45	24.35	30.44	
Accounting Technician II	Y403	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Accounts Payable Technician	Y407	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
<i>Aviation Service Worker Lead*</i>	<i>B303</i>	<i>207</i>	<i>39,748.11</i>	<i>52,666.28</i>	<i>65,584.42</i>	<i>1,528.77</i>	<i>2,025.63</i>	<i>2,522.48</i>	<i>19.11</i>	<i>25.32</i>	<i>31.53</i>	
<i>Business License Officer*</i>	<i>C411</i>	<i>207</i>	<i>39,748.11</i>	<i>52,666.28</i>	<i>65,584.42</i>	<i>1,528.77</i>	<i>2,025.63</i>	<i>2,522.48</i>	<i>19.11</i>	<i>25.32</i>	<i>31.53</i>	
<i>Clearwater Artstudio Supervisor*</i>	<i>E413</i>	<i>207</i>	<i>39,748.11</i>	<i>52,666.28</i>	<i>65,584.42</i>	<i>1,528.77</i>	<i>2,025.63</i>	<i>2,522.48</i>	<i>19.11</i>	<i>25.32</i>	<i>31.53</i>	
Code Enforcement Officer	P212	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Community Development Technician	E416	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Electric Tree Trimmer I	I317	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Fleet Mechanic	K210	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
GIS Technician	T407	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Parks & Recreation Specialist	O405	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Payroll Technician	Y408	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Purchasing Technician	C202	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Senior Customer Service Representative	Z406	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Senior Equipment Operator	X303	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Senior Telecommunicator	H207	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Survey Technician II	J409	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Utility Locator	U205	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	
Utility Systems Technician	G207	207	39,748.11	52,666.28	65,584.42	1,528.77	2,025.63	2,522.48	19.11	25.32	31.53	

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City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Non-Exempt											
Airport Electrician	B204	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Automotive Parts Supervisor	K203	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Aviation Supervisor	B201	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
<i>Benefits Specialist*</i>	<i>M405</i>	<i>208</i>	<i>43,325.46</i>	<i>57,406.22</i>	<i>71,487.02</i>	<i>1,666.36</i>	<i>2,207.93</i>	<i>2,749.50</i>	<i>20.83</i>	<i>27.60</i>	<i>34.37</i>
Building Maintenance Mechanic II	D205	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
CAD Technician	T409	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Cemetery Crew Supervisor	D208	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Construction Inspector	J203	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Downtown Development Specialist	E422	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Electric Line Technician I	I309	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Electric Systems Technician I	I305	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Electric Tree Trimmer II	I318	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Executive Assistant	V401	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Grants Specialist	Y410	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Grounds Crew Supervisor	D211	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
<i>HR Wellness Coordinator*</i>	<i>M208</i>	<i>208</i>	<i>43,325.46</i>	<i>57,406.22</i>	<i>71,487.02</i>	<i>1,666.36</i>	<i>2,207.93</i>	<i>2,749.50</i>	<i>20.83</i>	<i>27.60</i>	<i>34.37</i>
Parks & Recreation Assistant Supervisor	O409	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Senior Customer Service Specialist	Z403	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Sign Technician II	R306	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
System Protection Inspector	G209	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Technical Equipment Operator	X302	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Water/Wastewater Systems Technician	G204	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37
Water Treatment Plant Operator	G205	208	43,325.46	57,406.22	71,487.02	1,666.36	2,207.93	2,749.50	20.83	27.60	34.37

**Italicized titles are previously approved titles, but currently inactive.*

**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly			
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max	
Non-Exempt												
Accountant	Y404	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Building Construction Specialist	J205	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Custodian Supervisor	D402	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Electric Tree Trimming Crew Leader	I316	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Engineering Construction Supervisor	J415	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Environmental Education Specialist	S202	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Master Mechanic	K209	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Parks & Recreation Supervisor	O404	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Planner	E417	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Police Crime Analyst	P214	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Police Video Technician	P215	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Senior Code Enforcement Officer	P213	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Senior Communications Technician	H204	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Senior Engineering Technician	J413	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Senior Executive Assistant	V403	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Senior Meter Technician	Z202	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Senior Payroll Technician	C420	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Signal Technician	R305	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Urban Planner	E420	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
Water Safety Coordinator	G406	209	47,224.76	62,572.80	77,920.85	1,816.34	2,406.65	2,996.96	22.70	30.08	37.46	
<i>Wastewater System Compliance Officer*</i>	<i>U209</i>	<i>209</i>	<i>47,224.76</i>	<i>62,572.80</i>	<i>77,920.85</i>	<i>1,816.34</i>	<i>2,406.65</i>	<i>2,996.96</i>	<i>22.70</i>	<i>30.08</i>	<i>37.46</i>	

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City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Non-Exempt											
911 Shift Supervisor	H206	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
AMI Monitoring Lead	C417	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Assistant Surveyor Supervisor	J216	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Aviation Coordinator	B404	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Budget Analyst	C404	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Building Maintenance Supervisor	D204	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Code Enforcement Supervisor	P218	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Communications Specialist	A411	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Customer Service Supervisor	Z405	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Electric Line Technician II	I310	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Electric Systems Analyst	A406	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Electric Systems Technician II	I304	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Electrical Engineering Technician	I303	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Fleet Service Manager	K211	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Fleet Services Supervisor	K207	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Housing Inspector/Maintenance Supervisor	L202	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
HR Technician	M408	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Legal Assistant	N404	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Paralegal	N403	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Safety, Health and Risk Coordinator	M204	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Senior Accountant	Y409	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Solid Waste Crew Supervisor	Q204	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Streets Crew Supervisor	R302	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Traffic Management Center Operator	R308	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Warehouse Supervisor	C407	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
<i>Water Backflow Prevention Administrator*</i>	<i>U208</i>	<i>210</i>	<i>51,474.97</i>	<i>68,204.34</i>	<i>84,933.73</i>	<i>1,979.81</i>	<i>2,623.24</i>	<i>3,266.68</i>	<i>24.75</i>	<i>32.79</i>	<i>40.83</i>
Water Crew Supervisor	G301	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Water Meter Service Supervisor	Z204	210	51,474.97	68,204.34	84,933.73	1,979.81	2,623.24	3,266.68	24.75	32.79	40.83
Electric Line Technician III	I313	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Electric Safety Coordinator	I203	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Electric Utility Locator Supervisor	I319	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
GIS Analyst	T402	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Senior Police Crime Analyst	P216	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Traffic Signal Supervisor	R307	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Water Systems Supervisor	G202	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Water/Wastewater Systems Supervisor	G203	211	56,107.74	74,342.73	92,505.63	2,157.99	2,859.34	3,557.91	26.97	35.74	44.47
Electric Construction Supervisor	I314	212	61,157.42	81,033.59	100,909.75	2,352.21	3,116.68	3,881.14	29.40	38.96	48.51
Electric Tree Trimming Supervisor	I315	212	61,157.42	81,033.59	100,909.75	2,352.21	3,116.68	3,881.14	29.40	38.96	48.51
Right Of Way Agent	J204	212	61,157.42	81,033.59	100,909.75	2,352.21	3,116.68	3,881.14	29.40	38.96	48.51

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**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Exempt											
<i>Accounting Supervisor*</i>	Y401	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Assistant Streets Superintendent	R308	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Building Maintenance Manager	D203	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Cemetery Maintenance Manager	D207	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
City Clerk	A404	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Clearwater Artist Studio Coordinator	E418	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Community Outreach Coordinator	A408	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Construction Coordinator	E406	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Engineer Coordinator	J404	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Fire Administration Manager	F402	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
GIS Coordinator	T403	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Grounds Maintenance Manager	D210	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Human Resources Analyst	M403	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
<i>Human Resources Supervisor*</i>	<i>M205</i>	<i>109</i>	<i>55,511.12</i>	<i>73,552.22</i>	<i>91,593.36</i>	<i>2,135.04</i>	<i>2,828.93</i>	<i>3,522.82</i>	<i>26.69</i>	<i>35.36</i>	<i>44.04</i>
Parks & Recreation Coordinator	O403	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
<i>Solid Waste Project Manager*</i>	<i>Q206</i>	<i>109</i>	<i>55,511.12</i>	<i>73,552.22</i>	<i>91,593.36</i>	<i>2,135.04</i>	<i>2,828.93</i>	<i>3,522.82</i>	<i>26.69</i>	<i>35.36</i>	<i>44.04</i>
Solid Waste Superintendent	Q203	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Staff Engineer	J405	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Transit ADA Coordinator	A202	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Transit Grants Compliance Coordinator	A409	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
<i>Transit Planner and Technology Coordinator*</i>	<i>A406</i>	<i>109</i>	<i>55,511.12</i>	<i>73,552.22</i>	<i>91,593.36</i>	<i>2,135.04</i>	<i>2,828.93</i>	<i>3,522.82</i>	<i>26.69</i>	<i>35.36</i>	<i>44.04</i>
Transportation Coordinator	R201	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Urban Forester	D213	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Utility Billing Manager	C410	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Water Resources Project Manager	G210	109	55,511.12	73,552.22	91,593.36	2,135.04	2,828.93	3,522.82	26.69	35.36	44.04
Code Enforcement Manager	P211	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Diversity, Equity & Inclusion Coordinator	A412	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Federal Program Coordinator	E205	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
GIS Administrator	T410	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
GIS Supervisor	T406	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Laboratory Coordinator	G201	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Senior Budget Analyst	C419	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Senior GIS Coordinator	T411	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Senior Planner	E202	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Streets Superintendent	R301	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
System Protection Superintendent	G208	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Treatment Plant Supervisor	G206	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00
Water Resources Superintendent	G405	110	60,507.10	80,171.92	99,836.75	2,327.20	3,083.54	3,839.88	29.09	38.54	48.00

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City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Exempt											
<i>Assistant Emergency Management Coordinator*</i>	F212	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Communications Shop Operations Manager	H208	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Electric Systems Coordinator I	I308	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Engineering Construction Manager	J406	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Facility Manager	O410	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Grants Program Administrator	C415	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Housing Manager	L402	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
HR Benefits Manager	M407	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Purchasing Manager	C201	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Surveyor/Real Estate Manager	J414	111	65,952.75	87,387.40	108,822.06	2,536.64	3,361.05	4,185.46	31.71	42.01	52.32
Accounting Operations Manager	C412	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Assistant City Attorney	N402	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
<i>Aviation Administrative and Properties Manager*</i>	<i>B405</i>	<i>112</i>	<i>72,548.04</i>	<i>96,126.13</i>	<i>119,704.24</i>	<i>2,790.31</i>	<i>3,697.16</i>	<i>4,604.01</i>	<i>34.88</i>	<i>46.21</i>	<i>57.55</i>
Aviation Operations Manager	B202	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Communications Center Manager	H209	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Community Development Manager	E415	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Customer Service Manager	Z401	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Design Manager	E419	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Development Review Manager	E411	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Downtown Development Manager	E421	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Economic Development Manager	E204	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Electric Systems Coordinator II	I307	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
<i>Electric Systems Special Project Manager*</i>	<i>I405</i>	<i>112</i>	<i>72,548.04</i>	<i>96,126.13</i>	<i>119,704.24</i>	<i>2,790.31</i>	<i>3,697.16</i>	<i>4,604.01</i>	<i>34.88</i>	<i>46.21</i>	<i>57.55</i>
Planning and Development Manager	E410	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Project Engineer	J201	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Public Affairs and Projects Manager	A403	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Revenue Manager	C416	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Senior Budget Analyst	C419	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
<i>Tax Collector/Collections Manager*</i>	<i>C414</i>	<i>112</i>	<i>72,548.04</i>	<i>96,126.13</i>	<i>119,704.24</i>	<i>2,790.31</i>	<i>3,697.16</i>	<i>4,604.01</i>	<i>34.88</i>	<i>46.21</i>	<i>57.55</i>
Traffic Engineer	R205	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55
Water Operations Manager	G404	112	72,548.04	96,126.13	119,704.24	2,790.31	3,697.16	4,604.01	34.88	46.21	57.55

*Italicized titles are previously approved titles, but currently inactive.

**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Exempt											
<i>Assistant Human Resources Director*</i>	M402	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Aviation Assistant Director	B402	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Budget & Performance Manager	C403	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Electrical Engineer	I403	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Emergency Management Coordinator	F202	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Engineering Manager	J412	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Safety, Health and Risk Manager	M201	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Transit Manager	A301	113	79,802.83	105,738.77	131,674.67	3,069.34	4,066.88	5,064.41	38.37	50.84	63.31
Deputy Building & Grounds Director	D214	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy City Attorney	N405	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy City Engineer	J402	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Director Planning & Neighborhood Development	E414	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Electric Systems Director	I404	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Finance Director	C402	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Human Resources Director	M406	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Parks & Recreation Director	O402	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Solid Waste & Recycling Director	Q406	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Transportation Director	R402	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64
Deputy Water Resource Director	G403	114	87,783.11	116,312.64	144,842.14	3,376.27	4,473.56	5,570.85	42.20	55.92	69.64

*Italicized titles are previously approved titles, but currently inactive.

**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Executive											
Buildings & Grounds Director	D201	I	89,161.92	118,139.54	147,117.16	3,429.30	4,543.83	5,658.35	42.87	56.80	70.73
Communications Director	H201	I	89,161.92	118,139.54	147,117.16	3,429.30	4,543.83	5,658.35	42.87	56.80	70.73
Fleet Services Director	K204	I	89,161.92	118,139.54	147,117.16	3,429.30	4,543.83	5,658.35	42.87	56.80	70.73
Housing Director	L401	I	89,161.92	118,139.54	147,117.16	3,429.30	4,543.83	5,658.35	42.87	56.80	70.73
Solid Waste Director	Q405	I	89,161.92	118,139.54	147,117.16	3,429.30	4,543.83	5,658.35	42.87	56.80	70.73
Transit Director	A410	I	89,161.92	118,139.54	147,117.16	3,429.30	4,543.83	5,658.35	42.87	56.80	70.73
Aviation Director	B401	II	95,228.59	126,177.88	157,127.19	3,662.64	4,853.00	6,043.35	45.78	60.66	75.54
Human Resources Director	M401	II	95,228.59	126,177.88	157,127.19	3,662.64	4,853.00	6,043.35	45.78	60.66	75.54
Parks & Recreation Director	O401	II	95,228.59	126,177.88	157,127.19	3,662.64	4,853.00	6,043.35	45.78	60.66	75.54
Planning and Neighborhood Development Director	E412	II	95,228.59	126,177.88	157,127.19	3,662.64	4,853.00	6,043.35	45.78	60.66	75.54
Electric Systems Director	I401	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Engineering Director	J401	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Finance Director	C401	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Fire Chief	F201	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Police Chief	P201	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Transportation Director	R401	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Water Resources Director	G401	III	106,656.04	141,319.24	175,982.45	4,102.16	5,435.36	6,768.56	51.28	67.94	84.61
Assistant City Manager	A401	IV	119,454.75	158,277.56	197,100.34	4,594.41	6,087.60	7,580.78	57.43	76.09	94.76
<i>Deputy City Manager*</i>	<i>A402</i>	<i>V</i>	<i>127,816.59</i>	<i>169,356.98</i>	<i>210,897.38</i>	<i>4,916.02</i>	<i>6,513.73</i>	<i>8,111.44</i>	<i>61.45</i>	<i>81.42</i>	<i>101.39</i>

*Italicized titles are previously approved titles, but currently inactive.

City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - 5/30/2022											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Fire											
Firefighter (2920.96 hours per year)	F304	F1	38,670.11	50,271.15	61,872.18	1,487.31	1,933.51	2,379.70	13.24	17.21	21.18
Fire Engineer (2920.96 hours per year)	F305	F2	44,614.63	56,883.65	69,304.27	1,715.95	2,187.83	2,665.55	15.27	19.47	23.73
<i>Senior Firefighter (2920.96 hours per year)**</i>	<i>F303</i>	<i>F3</i>	<i>44,614.63</i>	<i>56,883.65</i>	<i>69,304.27</i>	<i>1,715.95</i>	<i>2,187.83</i>	<i>2,665.55</i>	<i>15.27</i>	<i>19.47</i>	<i>23.73</i>
Logistics Officer (2080 hours per year)	F208	F4	48,098.90	61,941.91	75,784.93	1,849.96	2,382.38	2,914.81	23.12	29.78	36.44
Fire Lieutenant (2920.96 hours per year)	F306	F4	48,098.90	61,941.91	75,784.93	1,849.96	2,382.38	2,914.81	16.47	21.21	25.95
Assistant Fire Marshal (2080 hours per year)	F206	F5	53,000.92	68,846.19	84,691.45	2,038.50	2,647.93	3,257.36	25.48	33.10	40.72
Deputy Fire Marshal (2080 hours per year)	F210	F6	59,392.62	78,806.51	98,220.39	2,284.33	3,031.20	3,777.71	28.55	37.89	47.22
<i>Fire Captain (2080 hours per year)*</i>	<i>F211</i>	<i>F6</i>	<i>59,392.62</i>	<i>78,806.51</i>	<i>98,220.39</i>	<i>2,284.33</i>	<i>3,031.20</i>	<i>3,777.71</i>	<i>28.55</i>	<i>37.89</i>	<i>47.22</i>
Fire Captain (2920.96 hours per year)	F207	F6	59,392.62	78,806.51	98,220.39	2,284.33	3,031.20	3,777.71	20.33	26.98	33.63
Battalion Chief	F301	F7	68,765.47	89,395.11	113,463.02	2,644.83	3,438.27	4,363.96	33.06	42.98	54.55
Division Chief	F209	F8	76,260.90	100,664.39	125,830.49	2,933.11	3,871.71	4,839.63	36.66	48.40	60.50
Deputy Fire Chief	F204	F9	80,073.95	105,697.61	132,122.02	3,079.77	4,065.29	5,081.62	38.50	50.82	63.52
Police											
Police Officer (2229.84 hours per year)	P206	P1	42,609.48	57,096.22	71,582.96	1,638.83	2,196.01	2,753.19	19.11	25.61	32.10
Master Police Officer (2229.84 hours per year)	P208	P2	48,569.92	62,011.03	75,452.14	1,868.07	2,385.04	2,902.01	21.78	27.81	33.84
Police Sergeant (2229.84 hours per year)	P205	P3	57,276.82	77,748.61	98,220.39	2,202.95	2,990.33	3,777.71	25.69	34.87	44.05
Police Lieutenant	P217	P4	60,507.10	82,592.20	104,072.21	2,327.20	3,176.62	4,002.78	29.09	39.71	50.03
Police Captain	P204	P5	62,159.65	85,712.79	109,265.93	2,390.76	3,296.65	4,202.54	29.88	41.21	52.53
Police Major	P203	P6	76,233.71	98,272.95	120,312.19	2,932.07	3,779.73	4,627.39	36.65	47.25	57.84
Deputy Police Chief	P202	P7	79,764.13	109,369.37	138,974.65	3,067.85	4,206.51	5,345.18	38.35	52.58	66.81

Note: Fire Grade F3 is no longer an available grade and will not be utilized in determining promotion{demotion} increases{decreases}.

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City of Concord, NC			
COMPENSATION PLAN GRADE ASSIGNMENT - 5/30/2022			
SEASONAL - PARKS & RECREATION			
Job Title	Job Code	Pay Structure	
		Grade	Hourly Rate
Admissions/Concessions	O204	S1	10.96-13.41
Arts & Crafts Instructor	O205	S1	10.96-13.41
Lifeguard	O206	S1	10.96-13.41
Playground Leader	O207	S1	10.96-13.41
Playground Rover	O208	S1	10.96-13.41
Swim Instructor	O209	S1	10.96-13.41
Head Playground Leader	O210	S2	12.17-14.62
Pool Custodian	O211	S2	12.17-14.62
Assistant Manager of Programs	O212	S3	14.62-15.83
Assistant Manager of Operations - Aquatics	O213	S3	14.62-15.83
Bus Driver	O201	S3	14.62-15.83
Aquatics Manager	O214	S4	15.83-18.27
Playground Director	O215	S4	15.83-18.27

City of Concord, NC			
COMPENSATION PLAN GRADE ASSIGNMENT - 5/30/2022			
SEASONAL - POLICE			
Job Title	Job Code	Pay Structure	
		Grade	Hourly Rate
School Crossing Guards	P200	S5	11.94-14.31

Compensation Plan Grade Assignment Charts

7/1/2021

**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Non-Exempt											
Custodian	D401	202	33,100.08	43,692.11	54,615.13	1,273.08	1,680.47	2,100.58	15.91	21.01	26.26
Recreation Leader Part Time	O406	202	33,100.08	43,692.11	54,615.13	1,273.08	1,680.47	2,100.58	15.91	21.01	26.26
Cemetery Maintenance Worker	D209	203	34,093.08	45,002.87	56,253.58	1,311.27	1,730.88	2,163.60	16.39	21.64	27.04
Grounds Maintenance Worker	D212	203	34,093.08	45,002.87	56,253.58	1,311.27	1,730.88	2,163.60	16.39	21.64	27.04
Parking Enforcement Technician	P207	203	34,093.08	45,002.87	56,253.58	1,311.27	1,730.88	2,163.60	16.39	21.64	27.04
Warehouse Clerk	C408	203	34,093.08	45,002.87	56,253.58	1,311.27	1,730.88	2,163.60	16.39	21.64	27.04
Automotive Parts Clerk	K206	204	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86
Customer Service Representative	Z407	204	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86
Resident Service Coordinator	L408	204	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86
Solid Waste Worker	Q205	204	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86
Streets Maintenance Worker	R304	204	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86
Utility Service Worker	U304	204	35,115.87	46,352.96	57,941.19	1,350.61	1,782.81	2,228.51	16.88	22.29	27.86
Administrative Assistant	V402	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Aviation Service Worker	B302	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Customer Service Specialist	Z404	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Equipment Operator	X301	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Family Self Sufficiency Specialist	L405	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Programmer	O203	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Housing Specialist	L404	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
Solid Waste Compliance Inspector	Q207	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69
<i>Survey Technician I*</i>	<i>J410</i>	205	<i>36,169.35</i>	<i>47,743.55</i>	<i>59,679.43</i>	<i>1,391.13</i>	<i>1,836.29</i>	<i>2,295.36</i>	<i>17.39</i>	<i>22.95</i>	<i>28.69</i>
Warehouse Clerk & Safety Representative	C418	205	36,169.35	47,743.55	59,679.43	1,391.13	1,836.29	2,295.36	17.39	22.95	28.69

**Italicized titles are previously approved titles, but currently inactive.*

City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Non-Exempt											
Accounting Technician I	Y405	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Airport Maintenance Mechanic	B304	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Building Maintenance Mechanic I	D206	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Communications Technician	H203	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
<i>Deputy Tax Collector*</i>	<i>C406</i>	<i>206</i>	<i>37,254.43</i>	<i>49,175.86</i>	<i>61,469.81</i>	<i>1,432.86</i>	<i>1,891.38</i>	<i>2,364.22</i>	<i>17.91</i>	<i>23.64</i>	<i>29.55</i>
Development Service Technician	E405	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Fitness Instructor/Event Assistant	O202	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Meter Technician	Z203	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Senior Administrative Assistant	V404	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Sign Technician I	R206	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Telecommunicator	Z402	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Utility Billing Specialist	C409	206	37,254.43	49,175.86	61,469.81	1,432.86	1,891.38	2,364.22	17.91	23.64	29.55
Accounting Technician II	Y403	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Accounts Payable Technician	Y407	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
<i>Aviation Service Worker Lead*</i>	<i>B303</i>	<i>207</i>	<i>38,590.40</i>	<i>51,132.31</i>	<i>63,674.19</i>	<i>1,484.25</i>	<i>1,966.63</i>	<i>2,449.01</i>	<i>18.55</i>	<i>24.58</i>	<i>30.61</i>
<i>Business License Officer*</i>	<i>C411</i>	<i>207</i>	<i>38,590.40</i>	<i>51,132.31</i>	<i>63,674.19</i>	<i>1,484.25</i>	<i>1,966.63</i>	<i>2,449.01</i>	<i>18.55</i>	<i>24.58</i>	<i>30.61</i>
<i>Clearwater Artstudio Supervisor*</i>	<i>E413</i>	<i>207</i>	<i>38,590.40</i>	<i>51,132.31</i>	<i>63,674.19</i>	<i>1,484.25</i>	<i>1,966.63</i>	<i>2,449.01</i>	<i>18.55</i>	<i>24.58</i>	<i>30.61</i>
Code Enforcement Officer	P212	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Community Development Technician	E416	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Electric Tree Trimmer I	I317	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Fleet Mechanic	K210	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
GIS Technician	T407	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Parks & Recreation Specialist	O405	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Payroll Technician	Y408	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Purchasing Technician	C202	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Senior Customer Service Representative	Z406	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Senior Equipment Operator	X303	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Senior Telecommunicator	H207	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Survey Technician II	J409	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Utility Locator	U205	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61
Utility Systems Technician	G207	207	38,590.40	51,132.31	63,674.19	1,484.25	1,966.63	2,449.01	18.55	24.58	30.61

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**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Non-Exempt											
Airport Electrician	B204	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Automotive Parts Supervisor	K203	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Aviation Supervisor	B201	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
<i>Benefits Specialist*</i>	<i>M405</i>	<i>208</i>	<i>42,063.55</i>	<i>55,734.19</i>	<i>69,404.87</i>	<i>1,617.83</i>	<i>2,143.62</i>	<i>2,669.42</i>	<i>20.22</i>	<i>26.80</i>	<i>33.37</i>
Building Maintenance Mechanic II	D205	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
CAD Technician	T409	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Cemetery Crew Supervisor	D208	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Construction Inspector	J203	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Downtown Development Specialist	E422	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Electric Line Technician I	I309	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Electric Systems Technician I	I305	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Electric Tree Trimmer II	I318	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Executive Assistant	V401	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Grants Specialist	Y410	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Grounds Crew Supervisor	D211	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
<i>HR Wellness Coordinator*</i>	<i>M208</i>	<i>208</i>	<i>42,063.55</i>	<i>55,734.19</i>	<i>69,404.87</i>	<i>1,617.83</i>	<i>2,143.62</i>	<i>2,669.42</i>	<i>20.22</i>	<i>26.80</i>	<i>33.37</i>
Parks & Recreation Assistant Supervisor	O409	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Senior Customer Service Specialist	Z403	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Sign Technician II	R306	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
System Protection Inspector	G209	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Technical Equipment Operator	X302	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Water/Wastewater Systems Technician	G204	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37
Water Treatment Plant Operator	G205	208	42,063.55	55,734.19	69,404.87	1,617.83	2,143.62	2,669.42	20.22	26.80	33.37

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**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Non-Exempt											
Accountant	Y404	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Building Construction Specialist	J205	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Custodian Supervisor	D402	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Electric Tree Trimming Crew Leader	I316	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Engineering Construction Supervisor	J415	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Environmental Education Specialist	S202	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Master Mechanic	K209	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Parks & Recreation Supervisor	O404	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Planner	E417	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Police Crime Analyst	P214	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Police Video Technician	P215	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Senior Code Enforcement Officer	P213	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Senior Communications Technician	H204	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Senior Engineering Technician	J413	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Senior Executive Assistant	V403	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Senior Meter Technician	Z202	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Senior Payroll Technician	C420	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Signal Technician	R305	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Urban Planner	E420	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
Water Safety Coordinator	G406	209	45,849.28	60,750.29	75,651.31	1,763.43	2,336.55	2,909.67	22.04	29.21	36.37
<i>Wastewater System Compliance Officer*</i>	<i>U209</i>	<i>209</i>	<i>45,849.28</i>	<i>60,750.29</i>	<i>75,651.31</i>	<i>1,763.43</i>	<i>2,336.55</i>	<i>2,909.67</i>	<i>22.04</i>	<i>29.21</i>	<i>36.37</i>

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**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly			
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max	
Non-Exempt												
911 Shift Supervisor	H206	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
AMI Monitoring Lead	C417	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Assistant Surveyor Supervisor	J216	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Aviation Coordinator	B404	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Budget Analyst	C404	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Building Maintenance Supervisor	D204	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Code Enforcement Supervisor	P218	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Communications Specialist	A411	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Customer Service Supervisor	Z405	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Electric Line Technician II	I310	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Electric Systems Analyst	I406	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Electric Systems Technician II	I304	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Electrical Engineering Technician	I303	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Fleet Service Manager	K211	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Fleet Services Supervisor	K207	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Housing Inspector/Maintenance Supervisor	L202	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
HR Technician	M408	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Legal Assistant	N404	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Paralegal	N403	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Safety, Health and Risk Coordinator	M204	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Senior Accountant	Y409	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Solid Waste Crew Supervisor	Q204	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Streets Crew Supervisor	R302	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Traffic Management Center Operator	R308	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Warehouse Supervisor	C407	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
<i>Water Backflow Prevention Administrator*</i>	<i>U208</i>	<i>210</i>	<i>49,975.70</i>	<i>66,217.81</i>	<i>82,459.93</i>	<i>1,922.14</i>	<i>2,546.84</i>	<i>3,171.54</i>	<i>24.03</i>	<i>31.84</i>	<i>39.64</i>	
Water Crew Supervisor	G301	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Water Meter Service Supervisor	Z204	210	49,975.70	66,217.81	82,459.93	1,922.14	2,546.84	3,171.54	24.03	31.84	39.64	
Electric Line Technician III	I313	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Electric Safety Coordinator	I203	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Electric Utility Locator Supervisor	I319	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
GIS Analyst	T402	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Senior Police Crime Analyst	P216	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Traffic Signal Supervisor	R307	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Water Systems Supervisor	G202	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Water/Wastewater Systems Supervisor	G203	211	54,473.53	72,177.41	89,881.29	2,095.14	2,776.05	3,456.97	26.19	34.70	43.21	
Electric Construction Supervisor	I314	212	59,376.14	78,673.39	97,970.63	2,283.70	3,025.90	3,768.10	28.55	37.82	47.10	
Electric Tree Trimming Supervisor	I315	212	59,376.14	78,673.39	97,970.63	2,283.70	3,025.90	3,768.10	28.55	37.82	47.10	
Right Of Way Agent	J204	212	59,376.14	78,673.39	97,970.63	2,283.70	3,025.90	3,768.10	28.55	37.82	47.10	

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City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Exempt											
<i>Accounting Supervisor*</i>	Y401	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Assistant Streets Superintendent	R308	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Building Maintenance Manager	D203	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Cemetery Maintenance Manager	D207	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
City Clerk	A404	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Clearwater Artist Studio Coordinator	E418	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Community Outreach Coordinator	A408	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Construction Coordinator	E406	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Engineer Coordinator	J404	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Fire Administration Manager	F402	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
GIS Coordinator	T403	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Grounds Maintenance Manager	D210	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Human Resources Analyst	M403	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
<i>Human Resources Supervisor*</i>	<i>M205</i>	<i>109</i>	<i>53,894.29</i>	<i>71,409.92</i>	<i>88,925.59</i>	<i>2,072.86</i>	<i>2,746.54</i>	<i>3,420.22</i>	<i>25.91</i>	<i>34.33</i>	<i>42.75</i>
Parks & Recreation Coordinator	O403	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
<i>Solid Waste Project Manager*</i>	<i>Q206</i>	<i>109</i>	<i>53,894.29</i>	<i>71,409.92</i>	<i>88,925.59</i>	<i>2,072.86</i>	<i>2,746.54</i>	<i>3,420.22</i>	<i>25.91</i>	<i>34.33</i>	<i>42.75</i>
Solid Waste Superintendent	Q203	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Staff Engineer	J405	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Transit ADA Coordinator	A202	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Transit Grants Compliance Coordinator	A409	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
<i>Transit Planner and Technology Coordinator*</i>	<i>A406</i>	<i>109</i>	<i>53,894.29</i>	<i>71,409.92</i>	<i>88,925.59</i>	<i>2,072.86</i>	<i>2,746.54</i>	<i>3,420.22</i>	<i>25.91</i>	<i>34.33</i>	<i>42.75</i>
Transportation Coordinator	R201	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Urban Forester	D213	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Utility Billing Manager	C410	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Water Resources Project Manager	G210	109	53,894.29	71,409.92	88,925.59	2,072.86	2,746.54	3,420.22	25.91	34.33	42.75
Code Enforcement Manager	P211	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Diversity, Equity & Inclusion Coordinator	A412	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Federal Program Coordinator	E205	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
GIS Administrator	T410	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
GIS Supervisor	T406	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Laboratory Coordinator	G201	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Senior Budget Analyst	C419	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Senior GIS Coordinator	T411	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Senior Planner	E202	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Streets Superintendent	R301	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
System Protection Superintendent	G208	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Treatment Plant Supervisor	G206	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60
Water Resources Superintendent	G405	110	58,744.76	77,836.82	96,928.88	2,259.41	2,993.72	3,728.03	28.24	37.42	46.60

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City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Exempt											
<i>Assistant Emergency Management Coordinator*</i>	F212	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Communications Shop Operations Manager	H208	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Electric Systems Coordinator I	I308	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Engineering Construction Manager	J406	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Facility Manager	O410	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Grants Program Administrator	C415	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Housing Manager	L402	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
HR Benefits Manager	M407	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Purchasing Manager	C201	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Surveyor/Real Estate Manager	J414	111	64,031.80	84,842.14	105,652.49	2,462.76	3,263.16	4,063.56	30.78	40.79	50.79
Accounting Operations Manager	C412	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Assistant City Attorney	N402	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
<i>Aviation Administrative and Properties Manager*</i>	B405	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Aviation Operations Manager	B202	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Communications Center Manager	H209	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Community Development Manager	E415	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Customer Service Manager	Z401	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Design Manager	E419	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Development Review Manager	E411	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Downtown Development Manager	E421	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Economic Development Manager	E204	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Electric Systems Coordinator II	I307	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
<i>Electric Systems Special Project Manager*</i>	I405	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Planning and Development Manager	E410	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Project Engineer	J201	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Public Affairs and Projects Manager	A403	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Revenue Manager	C416	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Senior Budget Analyst	C419	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
<i>Tax Collector/Collections Manager*</i>	C414	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Traffic Engineer	R205	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87
Water Operations Manager	G404	112	70,434.99	93,326.34	116,217.71	2,709.04	3,589.47	4,469.91	33.86	44.87	55.87

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**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Exempt											
<i>Assistant Human Resources Director*</i>	M402	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Aviation Assistant Director	B402	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Budget & Performance Manager	C403	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Electrical Engineer	I403	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Emergency Management Coordinator	F202	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Engineering Manager	J412	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Safety, Health and Risk Manager	M201	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Transit Manager	A301	113	77,478.48	102,659.00	127,839.49	2,979.94	3,948.42	4,916.90	37.25	49.36	61.46
Deputy Building & Grounds Director	D214	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy City Attorney	N405	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy City Engineer	J402	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Director Planning & Neighborhood Development	E414	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Electric Systems Director	I404	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Finance Director	C402	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Human Resources Director	M406	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Parks & Recreation Director	O402	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Solid Waste & Recycling Director	Q406	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Transportation Director	R402	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61
Deputy Water Resource Director	G403	114	85,226.32	112,924.89	140,623.44	3,277.94	4,343.27	5,408.59	40.97	54.29	67.61

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**City of Concord, NC
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021**

Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Executive											
Buildings & Grounds Director	D201	I	86,564.97	114,698.58	142,832.19	3,329.42	4,411.48	5,493.55	41.62	55.14	68.67
Communications Director	H201	I	86,564.97	114,698.58	142,832.19	3,329.42	4,411.48	5,493.55	41.62	55.14	68.67
Fleet Services Director	K204	I	86,564.97	114,698.58	142,832.19	3,329.42	4,411.48	5,493.55	41.62	55.14	68.67
Housing Director	L401	I	86,564.97	114,698.58	142,832.19	3,329.42	4,411.48	5,493.55	41.62	55.14	68.67
Solid Waste Director	Q405	I	86,564.97	114,698.58	142,832.19	3,329.42	4,411.48	5,493.55	41.62	55.14	68.67
Transit Director	A410	I	86,564.97	114,698.58	142,832.19	3,329.42	4,411.48	5,493.55	41.62	55.14	68.67
Aviation Director	B401	II	92,454.94	122,502.80	152,550.67	3,555.96	4,711.65	5,867.33	44.45	58.90	73.34
Human Resources Director	M401	II	92,454.94	122,502.80	152,550.67	3,555.96	4,711.65	5,867.33	44.45	58.90	73.34
Parks & Recreation Director	O401	II	92,454.94	122,502.80	152,550.67	3,555.96	4,711.65	5,867.33	44.45	58.90	73.34
Planning and Neighborhood Development Director	E412	II	92,454.94	122,502.80	152,550.67	3,555.96	4,711.65	5,867.33	44.45	58.90	73.34
Electric Systems Director	I401	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Engineering Director	J401	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Finance Director	C401	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Fire Chief	F201	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Police Chief	P201	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Transportation Director	R401	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Water Resources Director	G401	III	103,549.55	137,203.15	170,856.75	3,982.68	5,277.04	6,571.41	49.78	65.96	82.14
Assistant City Manager	A401	IV	115,975.49	153,667.53	191,359.55	4,460.60	5,910.29	7,359.98	55.76	73.88	92.00
<i>Deputy City Manager*</i>	<i>A402</i>	<i>V</i>	<i>124,093.78</i>	<i>164,424.25</i>	<i>204,754.74</i>	<i>4,772.84</i>	<i>6,324.01</i>	<i>7,875.18</i>	<i>59.66</i>	<i>79.05</i>	<i>98.44</i>

**Italicized titles are previously approved titles, but currently inactive.*

City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2021											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Fire											
Firefighter (2920.96 hours per year)	F304	F1	37,543.80	48,806.94	60,070.08	1,443.99	1,877.19	2,310.39	12.85	16.71	20.57
Fire Engineer (2920.96 hours per year)	F305	F2	43,315.17	55,226.84	67,285.70	1,665.97	2,124.11	2,587.91	14.83	18.91	23.04
<i>Senior Firefighter (2920.96 hours per year)**</i>	<i>F303</i>	<i>F3</i>	<i>43,315.17</i>	<i>55,226.84</i>	<i>67,285.70</i>	<i>1,665.97</i>	<i>2,124.11</i>	<i>2,587.91</i>	<i>14.83</i>	<i>18.91</i>	<i>23.04</i>
Logistics Officer (2080 hours per year)	F208	F4	46,697.96	60,137.78	73,577.60	1,796.07	2,312.99	2,829.91	22.45	28.91	35.37
Fire Lieutenant (2920.96 hours per year)	F306	F4	46,697.96	60,137.78	73,577.60	1,796.07	2,312.99	2,829.91	15.99	20.59	25.19
Assistant Fire Marshal (2080 hours per year)	F206	F5	51,457.20	66,840.96	82,224.71	1,979.12	2,570.81	3,162.49	24.74	32.14	39.53
Deputy Fire Marshal (2080 hours per year)	F210	F6	57,662.74	76,511.17	95,359.60	2,217.80	2,942.74	3,667.68	27.72	36.78	45.85
<i>Fire Captain (2080 hours per year)*</i>	<i>F211</i>	<i>F6</i>	<i>57,662.74</i>	<i>76,511.17</i>	<i>95,359.60</i>	<i>2,217.80</i>	<i>2,942.74</i>	<i>3,667.68</i>	<i>27.72</i>	<i>36.78</i>	<i>45.85</i>
Fire Captain (2920.96 hours per year)	F207	F6	57,662.74	76,511.17	95,359.60	2,217.80	2,942.74	3,667.68	19.74	26.19	32.65
Battalion Chief	F301	F7	66,762.59	86,791.37	110,158.27	2,567.79	3,338.13	4,236.86	32.10	41.73	52.96
Division Chief	F209	F8	74,039.71	97,732.42	122,165.52	2,847.68	3,758.94	4,698.67	35.60	46.99	58.73
Deputy Fire Chief	F204	F9	77,741.70	102,619.04	128,273.81	2,990.07	3,946.89	4,933.61	37.38	49.34	61.67
Police											
Police Officer (2229.84 hours per year)	P206	P1	41,368.43	55,433.22	69,498.02	1,591.09	2,132.05	2,673.00	18.55	24.86	31.17
Master Police Officer (2229.84 hours per year)	P208	P2	47,155.26	60,204.88	73,254.50	1,813.66	2,315.57	2,817.48	21.15	27.00	32.85
Police Sergeant (2229.84 hours per year)	P205	P3	55,608.56	75,484.09	95,359.60	2,138.79	2,903.23	3,667.68	24.94	33.85	42.77
Police Lieutenant	P217	P4	58,744.76	80,186.60	101,040.98	2,259.41	3,084.10	3,886.19	28.24	38.55	48.58
Police Captain	P204	P5	60,349.17	83,216.30	106,083.43	2,321.12	3,200.63	4,080.13	29.01	40.01	51.00
Police Major	P203	P6	74,013.31	95,410.63	116,807.95	2,846.67	3,669.64	4,492.61	35.58	45.87	56.16
Deputy Police Chief	P202	P7	77,440.90	106,183.85	134,926.84	2,978.50	4,083.99	5,189.49	37.23	51.05	64.87

Note: Fire Grade F3 is no longer an available grade and will not be utilized in determining promotion{demotion} increases{decreases}.

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City of Concord, NC			
COMPENSATION PLAN GRADE ASSIGNMENT - 7/1/2021			
SEASONAL - PARKS & RECREATION			
Job Title	Job Code	Pay Structure	
		Grade	Hourly Rate
Admissions/Concessions	O204	S1	10.64-13.02
Arts & Crafts Instructor	O205	S1	10.64-13.02
Lifeguard	O206	S1	10.64-13.02
Playground Leader	O207	S1	10.64-13.02
Playground Rover	O208	S1	10.64-13.02
Swim Instructor	O209	S1	10.64-13.02
Head Playground Leader	O210	S2	11.82-14.19
Pool Custodian	O211	S2	11.82-14.19
Assistant Manager of Programs	O212	S3	14.19-15.37
Assistant Manager of Operations - Aquatics	O213	S3	14.19-15.37
Bus Driver	O201	S3	14.19-15.37
Aquatics Manager	O214	S4	15.37-17.74
Playground Director	O215	S4	15.37-17.74

City of Concord, NC			
COMPENSATION PLAN GRADE ASSIGNMENT - 7/1/2021			
SEASONAL - POLICE			
Job Title	Job Code	Pay Structure	
		Grade	Hourly Rate
School Crossing Guards	P200	S5	11.59-13.89

Tax Report for Fiscal Year 2020-2021

FINAL REPORT

April

Property Tax Receipts- Munis

2020 BUDGET YEAR	123,435.72
2019	43,983.29
2018	1,381.52
2017	1,349.61
2016	341.81
2015	292.27
2014	292.27
2013	241.03
2012	229.87
2011	223.90
Prior Years	732.68
Interest	16,399.90
Refunds	
	<hr/>
	188,903.87

Vehicle Tax Receipts- County

2020 BUDGET YEAR	462,760.06
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	
Penalty & Interest	4,882.06
Refunds	
	<hr/>
	467,642.12

Fire District Tax - County

2019 BUDGET YEAR	4,504.53
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	661,050.52

423:Vehicle Tag Fee-Transportation Impr Fund	37,733.85
100:Vehicle Tag Fee	153,222.30
292:Vehicle Tag Fee-Transportation Fund	37,733.85
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	228,690.00

Privilege License	4,227.50
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	4,227.50

Oakwood Cemetery current	4,275.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	3,383.35
Rutherford Cemetery endowment	1,466.65
West Concord Cemetery current	5,074.96
West Concord Cemetery endowment	1,600.04
Total Cemetery Collections	<hr/>
	15,800.00

Total Collections	<hr/>
	\$ 909,768.02

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	30,832.13
Discovery Penalty	2,205.29
Total Amount Invoiced - Monthly	<u>33,037.42</u>
Total Amount Invoiced - YTD	63,295,738.43

Current Year	
Less Abatements (Releases)	
Real	2,307.48
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>2,307.48</u>

Adjusted Amount Invoiced - monthly	30,729.94
Adjusted Amount Invoiced - YTD	62,901,707.83

Current Levy Collected	123,435.72
Levy Collected from previous years	49,068.25
Penalties & Interest Collected	16,399.90
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>188,903.87</u>
Total Collected - YTD	63,111,415.07

Total Collected - net current levy -YTD 62,593,519.47

Percentage of Collected -current levy 99.51%

Amount Uncollected - current year levy 308,188.36

Percentage of Uncollected - current levy 0.49%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of April 2021

RELEASES		
CITY OF CONCORD	\$	2,307.48
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	961.85
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	84,515	84,515	0.0048	405.67	202.84	
2017	0	82,113	82,113	0.0048	394.14	157.66	
2018	1,325,450	258,402	1,583,852	0.0048	7,602.49	383.83	
2019	1,325,450	360,895	1,686,345	0.0048	8,094.46	377.55	
2020	1,659,916	1,326,619	2,986,535	0.0048	14,335.37	1,083.41	
2021	0	0	0	0.0048	0.00	0.00	
Total	4,310,816	2,112,544	6,423,360		\$ 30,832.13	\$ 2,205.29	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	7,806	7,806	0.0023	17.95	3.59	
2020	0	7,112	7,112	0.0023	16.36	1.64	
Total	0	14,918	14,918		\$ 34.31	\$ 5.23	

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 4/30/2021

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	0.260	1.31	N/A	99.886611	24
CP BCI MIAMI 0 9/20/2021	05990CWL4	5,000,000.00	4,993,611.10	9/20/2021	0.230	1.31	N/A	99.872222	143
CP CHESHAM 0 7/29/2021	16536HUV1	5,000,000.00	4,994,972.20	7/29/2021	0.200	1.31	N/A	99.899444	90
CP CREDIT SUISSE 0 5/17/2021	2254EASH7	5,000,000.00	4,991,406.94	5/17/2021	0.230	1.31	N/A	99.828139	17
CP ING US FUNDING 0 6/10/2021	45685QTA7	5,000,000.00	4,994,972.22	6/10/2021	0.200	1.31	N/A	99.899444	41
CP JP MORGAN 0 10/18/2021	46640PXJ7	5,000,000.00	4,994,900.00	10/18/2021	0.170	1.31	N/A	99.898	171
CP LLOYDS BANK CORP 0 6/22/2021	53948ATN1	5,000,000.00	4,991,841.67	6/22/2021	0.220	1.31	N/A	99.836833	53
CP MACQUARIE BANK 0 8/17/2021	55607KVH6	5,000,000.00	4,995,525.00	8/17/2021	0.180	1.31	N/A	99.9105	109
CP NATIXIS NY 0 11/1/2021	63873JY12	5,000,000.00	4,995,038.90	11/1/2021	0.190	1.31	N/A	99.900778	185
CP NATIXIS NY 0 5/11/2021	63873JSB7	5,000,000.00	4,995,386.11	5/11/2021	0.220	1.31	N/A	99.907722	11
CP SALVATION ARMY 0 10/14/2021	79584RXE3	5,000,000.00	4,993,875.00	10/14/2021	0.180	1.31	N/A	99.8775	167
CP TOYOTA MC0 7/23/2021	89233GUP9	5,000,000.00	4,998,181.94	7/23/2021	0.110	1.32	N/A	99.963639	84
CP TOYOTA MOTOR CREDIT 0 8/9/2021	89233GV94	5,000,000.00	4,993,648.61	8/9/2021	0.170	1.31	N/A	99.872972	101
Sub Total / Average Commercial Paper		65,000,000.00	64,927,690.25		0.197	17.09		99.888765	92
FFCB Bond									
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.32	N/A	100	875
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	8/19/2022	0.200	1.32	N/A	100	476
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	7/21/2022	0.245	1.32	N/A	99.95	447
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.32	N/A	99.957	994
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.31	N/A	99.8	1,036
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.32	N/A	100	944
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.32	N/A	100	832
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.32	N/A	100	1,229
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.32	N/A	100	1,613
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.32	N/A	100	1,873
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.32	N/A	100	1,452
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.31	N/A	99.725	2,827
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.32	N/A	100	2,506
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.32	N/A	100	2,519
FFCB 1.55 3/15/2029-22	3133EMXS1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.31	N/A	99.2	2,876
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.32	N/A	100	2,160
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	9/27/2022	1.700	1.32	N/A	100	515
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	9/27/2024	1.890	1.32	N/A	100	1,246
Sub Total / Average FFCB Bond		90,000,000.00	89,931,600.00		0.827	23.67		99.924365	1,467
FHLB Bond									
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.31	N/A	99.85	888
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.32	N/A	100	941

FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.32	N/A	100	882	
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.32	N/A	99.98	1,537	
FHLB 0.44 6/29/2023-20	3130AJPW3	3,658,318.45	3,658,318.45	6/29/2023	0.440	0.96	N/A	100	790	
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.32	N/A	100	1,095	
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.32	N/A	100	1,215	
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.32	N/A	99.98	1,634	
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.31	N/A	99.9	1,754	
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.32	N/A	100	1,775	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.31	N/A	99.725	2,300	
FHLB 1.02 3/30/2026-21	3130ALSX3	5,000,000.00	5,000,000.00	3/30/2026	1.020	1.32	N/A	100	1,795	
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	7/22/2024	1.770	1.32	N/A	100	1,179	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.32	N/A	100	3,107	
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	1,019	
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.32	N/A	100	1,735	
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.765	1.32	N/A	100	1,705	
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.32	N/A	100	1,825	
Sub Total / Average FHLB Bond		84,178,318.45	84,184,730.75		0.805	22.16		100.010426	1,547	
FHLMC Bond										
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.85	N/A	99.986726	787	
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	7/28/2022	0.250	1.32	N/A	100	454	
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.56	N/A	100.039854	861	
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	5/19/2022	0.270	1.32	N/A	100	384	
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.32	N/A	100	958	
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	6/30/2022	0.300	1.32	N/A	100	426	
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	8/26/2022	0.300	1.32	N/A	100	483	
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.32	N/A	100	567	
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	2/21/2023	0.375	1.32	N/A	100	662	
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.34	N/A	100.100871	720	
FHLMC 0.45 5/26/2023-21	3134GVWK0	5,000,000.00	5,006,450.00	5/26/2023	0.399	1.32	N/A	100.129	756	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.32	N/A	100	1,901	
FHLMC 2.375 1/13/2022	3137EADB2	1,105,000.00	1,100,448.65	1/13/2022	2.523	0.29	N/A	99.588116	258	
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.35	N/A	107.589	780	
Sub Total / Average FHLMC Bond		53,960,000.00	54,056,576.79		0.399	14.23		100.191774	732	
FNMA Bond										
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.98	N/A	100.076557	941	
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.32	N/A	100	973	
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.32	N/A	100	910	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.32	N/A	100	839	
FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	7/20/2023	0.400	1.32	N/A	100	811	
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	7/7/2023	0.420	1.32	N/A	100	798	
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	6/30/2023	0.430	1.32	N/A	100	791	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.32	N/A	100	1,215	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.32	N/A	100	1,572	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.32	N/A	100	1,578	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.32	N/A	100	1,536	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.32	N/A	100	2,008	

FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.32	N/A	100	2,379
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	9/6/2022	1.568	0.08	N/A	99.499	494
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	4/5/2022	2.147	0.52	N/A	99.223064	340
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/5/2022	1.511	1.02	N/A	101.379763	523
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	4/12/2022	1.871	0.26	N/A	101.014	347
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.50	N/A	103.531596	629
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.33	N/A	107.99	865
Sub Total / Average FNMA Bond		73,765,000.00	73,970,541.67		0.614	19.47		100.292601	1,163
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	50,882.10	50,882.10	N/A	0.010	0.01	N/A	100	1
NCCMT LGIP	NCCMT481	2,504,751.18	2,504,751.18	N/A	0.010	0.66	N/A	100	1
NCCMT LGIP	NCCMT271	107,209.90	107,209.90	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		2,662,843.18	2,662,843.18		0.010	0.70		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,191,556.21	10,191,556.21	N/A	0.150	2.68	N/A	100	1
Sub Total / Average Money Market		10,191,556.21	10,191,556.21		0.150	2.68		100	1
Total / Average		379,757,717.84	379,925,538.85		0.588	100		100.049652	1,036