



# City Council Agenda

Thursday, August 12, 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

July 6, July 8, and July 20, 2021.

## IV. Presentations

### 1. Presentation of retirement plaque to Canine Bendix for seven years of service as a Police Canine for the Concord Police Department.

**2. Presentation of retirement plaque to Code Enforcement Manager Chuck Brock for over 30 years of service with the City of Concord.** Code Enforcement Manager Chuck Brock began his career with the City of Concord's Water Resource Department in 1990. In 2003, Chuck transferred to the Code Enforcement Division of the Planning and Zoning Department as a Code Enforcement Officer. In 2006, the Code Enforcement Division was transferred to the Concord Police Department. During this time, Chuck was able to obtain and currently holds certifications as a Certified Zoning Official, Housing Code Official, and NC Code Building Level I, Plumbing Level I, and Mechanical Level I Inspector. In 2015, he was promoted to the position of Senior Code Enforcement Officer, and in 2018 he was promoted to Code Enforcement Manager.

**3. Recognition of the City of Concord Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for period ending June 30, 2020.** The City of Concord has participated in the Government Finance Officer's Association of the United States and Canada (GFOA) award program for many years and again has been successful in meeting the requirements for the Certificate of Achievement for Excellence in Financial Reporting for the period ending June 30, 2020. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. The City has received this award for 32 consecutive years.

### 4. Presentation of a Certificate of Appreciation to Todd Phillips for his 10 years of service to the Concord ABC Board.

## V. Unfinished Business

**A. Continue a public hearing to consider amending Section 8.8.4 of the Concord Development Ordinance (CDO) and Section 58-256 (c) of the City Code of Ordinances to clarify the use of recreational vehicles as residences.** Planning staff has worked with Legal and Code Enforcement to draft minimum requirements based on recent enforcement actions. At the July 8, 2021 meeting, Council continued the item to allow staff to present information on potentially allowing limited use for RVs when a home is being constructed. Staff has conducted research with other municipalities and

could not find any instances where RV use is permissible during a construction of a single-family home. A proposal has been drafted to allow use for 365 days in the event Council does want to pursue this option. If Council does not wish to pursue that option, the original proposed amendment quantifies the use of RV, travel trailers and campers on individual developed parcels and for security purposes.

**Recommendation:** Motion to adopt an ordinance amending Section 8.8.4 of the CDO and Section 58-256(c) of the City Code relative to recreational vehicles.

**B. Continue a public hearing to consider renaming a section of Roberta Church Rd.**

This case was tabled at the July 8, 2021 City Council meeting in order to allow staff time to research the possibility of renaming the section of Roberta Church Rd. after a property owner who possess multiple properties fronting the street section. The suggestion from Council was "Dwight Morrison Rd". Planning staff reached out to Cabarrus County, who is responsible for approving street names within the County, to ensure there is no conflicting names or potential issues caused by proposed names. After review of the suggested street name, Cabarrus County responded providing guidance to the City related to the potential name. The County explained that their policy is to no longer title streets with the full proper names of individual persons. However, should the City choose to pursue a full proper name, the County will require that the City Council pass a resolution in support of the name, with a detailed explanation of the individual's significance and personal contribution, meriting the honor and recognition. Once the resolution is passed, the County will consider the request and assuming approval, City Council could then adopt the new street name at a subsequent meeting. Alternatively, portions of proper names do not require the resolution. For example: Smith Ave., Leslie Ln., Wilson Farm Rd. At this time, staff has not provided the County with any suggested names to review that would incorporate a part of the suggested "Dwight Morrison Rd" name. A map has been included depicting the current property owners with frontage on the subject portion of Roberta Church Rd. As a reminder, with NCDOT's completed construction of George W. Liles Pkwy, there is a short dead-end section of Roberta Church Rd which NCDOT realigned to connect to Concord Pkwy S. This realigned section of roadway needs to be assigned a new street name for safety and emergency-response reasons. There is already a separate section of Roberta Church Rd located off of Roberta Rd near Stough Rd which can potentially be confused with this particular street section. The name "Elmwood" was randomly selected by Planning Department staff and presented at the July meeting. Cabarrus County Planning Department has indicated that the name would be acceptable as a street name since it is not used anywhere else in the county. However, pending guidance from Council, staff can individually reach out to each property owner to ascertain their interest in other potential street names. There are two single-family residential homes and one business for which staff would need to assign new addresses. Planning Department staff will give guidance to the property owners concerning the address change process. The cost is very minimal. The Sign Shop in the Transportation Department would need to replace one green street blade at Concord Pkwy S.

**Recommendation:** Motion to table the public hearing until the regularly scheduled September 9th Council meeting and provide staff with guidance on any Council suggested names.

**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 NC General Statutes Sec. 158-7.1 and consider offering a contract for a seven year / 85% tax based Economic Development Incentive Grant to Ball Metal Beverage Container Corp. (Project**



**Aquamarine Component 1) to locate at 2321 Concord Pkwy S. in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Ball Metal Beverage Container Corp. proposes to develop an 800,000 SF four-line beverage packing facility at the Grounds at Concord (2321 Concord Pkwy S, Concord, NC) with a projected investment of approximately \$383,874,400 in real and personal property. They also plan to create 220 jobs with an average annual salary for all new positions estimated at \$70,555. The total value of the City's seven year grant is estimated to equal \$7,359,514 dependent on the actual investment. The City of Concord would still collect a 7-year net revenue of \$1,298,738 after the incentive payments. See attached grant analysis for additional details.

**Recommendation:** Consider offering a contract for a seven year / 85% Economic Development Incentive Grant to Ball Metal Beverage Container Corp. (Project Aquamarine Component 1) to locate at 2321 Concord Pkwy S. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 2. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a seven year / 85% tax based Economic Development Incentive Grant to RRB Beverage Operations Inc. (Project Aquamarine Component 2) to locate at 2321 Concord Pkwy S. in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. RRB Beverage Operations Inc. proposes to develop a 1,400,000 SF factory, distribution, and office space at the Grounds at Concord (2321 Concord Pkwy S, Concord, NC) with a projected investment of approximately \$553,000,000 in real and personal property. They also plan to create 323 jobs with an average wage of \$50,387. The total value of the City's seven year grant is estimated to equal \$11,152,354 dependent on the actual investment. The City of Concord would still collect a 7-year net revenue of \$1,968,062 after the incentive payments. See attached grant analysis for additional details.

**Recommendation:** Consider offering a contract for a seven year / 85% Economic Development Incentive Grant to RRB Beverage Operations Inc. (Project Aquamarine Component 2) to locate at 2321 Concord Pkwy S. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 3. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a seven year / 85% tax based Economic Development Incentive Grant to Red Bull North America, Inc. (Project Aquamarine Component 3) to locate at 2321 Concord Pkwy S. in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Red Bull North America, Inc. proposes to develop an 800,000 SF regional distribution center at the Grounds at Concord (2321 Concord Pkwy S, Concord, NC) with a projected investment of approximately \$140,000,000 in real and personal property. They also plan to create 90 jobs with an average wage of \$50,367. The total value of the City's seven year grant is estimated to equal \$2,951,227 dependent on the actual investment. The City of Concord would still collect a 7-year net revenue of \$520,805 after the incentive payments. See attached grant analysis for additional details.

**Recommendation:** Consider offering a contract for a seven year / 85% Economic Development Incentive Grant to Red Bull North America, Inc. (Project Aquamarine Component 3) to locate at 2321 Concord Pkwy S. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 4. Conduct a public hearing to consider adopting an ordinance amending the official zoning map for +/- 3.366 acres located at 2183 Heglar Rd from Cabarrus County LDR (Low Density Residential) to City of Concord RM-1 (Residential Medium Density) and to amend the 2030 Land Use Plan from Rural to**

**Suburban Neighborhood.** The Planning and Zoning Commission heard the above referenced petition at their July 20th meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map be amended from Cabarrus County LDR (Low Density Residential) to City of Concord RM-1 (Residential Medium Density) and to amend the 2030 Land Use Plan from Rural to Suburban Neighborhood.

**Recommendation:** Motion to adopt an ordinance amending the official zoning map from Cabarrus County LDR (Low Density Residential) to City of Concord RM-1 (Residential Medium Density) and to amend the 2030 Land Use Plan from Rural to Suburban Neighborhood.

- 5. Conduct a public hearing to consider adopting an ordinance amending the official zoning map for +/- 0.64 acres located on the southwestern side of the intersection of Freeze Ave. NW and St. James St. NW from Neighborhood Commercial (B-1) and Residential Compact (RC) to Residential Compact Conditional District (RC-CD).** The Planning and Zoning Commission heard the above referenced petition at their July 20th, 2021 public hearing and acted to approve the request, by a unanimous vote, with conditions. In accordance with Concord Development Ordinance section 3.2.4-B “Any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the action to the City Council. The appeal shall be filed by giving notice in writing to the Administrator as designated by the City Manager within fifteen (15) days of the decision of the Planning and Zoning Commission. The City Council shall place the item on the next available City Council agenda.” An appeal was submitted on July 28th by Mr. Pete Barnhardt and wife Mrs. Carolyn Barnhardt. Therefore, the request is forwarded to City Council for reconsideration of the rezoning request. Please see attached documents for further detail.

**Recommendation:** Motion to adopt an ordinance amending the official zoning map from Neighborhood Commercial (B-1) and Residential Compact (RC) to Residential Compact Conditional District (RC-CD).

#### **E. Presentations of Petitions and Requests**

- 1. Consider authorizing the City Manager to negotiate and execute a contract with McGill Associates, P.A. for Construction Phase Services for the Union Streetscape Improvements Project.** McGill Associates, P.A. (McGill) was the selected firm awarded the professional services contract for Engineering Services on the Union Streetscape Improvements Project in March 2020. At the time of this award City Staff was unsure of the involvement that would be required by McGill during construction and choose not to include Construction Phase Services as part of the original contract. City staff now has a better idea of what City Staff can handle in-house and what is needed from McGill now that the Engineering Services phase is wrapping up and the Construction Phase is getting started. The fee for Construction Phase Services from McGill comes to \$211,135 and will be invoiced based on time and materials. The contract is broken down into three parts: 1-Construction Assistance Services, \$115,795; 2-Provide Design Modifications, \$10,000; and 3-Construction Observation Services, \$85,340. Utilizing McGill for the Construction Phase Services is beneficial to the City because if, and when, an unexpected issue arises during construction of the Streetscape the Engineers and Construction Inspectors will be available to assist the City in finding a solution based on their experience with the project and extensive Streetscape Construction Experience. The amount for the construction contract that was budgeted is \$420,000 meaning the contract will be \$208,865 under budget.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with McGill Associates, P.A. for Construction Phase Services for the Union Streetscape Improvements Project in the amount of \$211,135.

2. **Consider approving the lighting design and authorizing the City Manager to negotiate and execute a sole source contract with Illuminating Concepts Inc, LLC for Intellistreets Light Poles & Accessories as part of the Union Streetscape Improvements Project.** Staff has been working with Intellistreets over the past two years for the lighting and technical advantages that the company brings to urban streetscapes. The Town of Mooresville has utilized the lights in their new streetscape and has since expanded the use in other areas of Downtown as well as an adjacent park. Staff from Mooresville has been very helpful to Concord in demonstrating the capabilities and answering any questions about the product which has been reassuring that the product does indeed perform as advertised. The poles will have wireless audio, multicolored indicator LED's, adjustable flood light control, wireless switch receptacle control and the thinnest LED banners in the industry and concealed wifi. Intellistreets has over twenty-five patents on their products which means comparable systems are not available and if they were available the quality and complete system would be less than what is desired. As part of the sole source consideration staff proposes to move to single globe light fixtures and black painted poles instead of green. The proposed poles will be approximately 1' 3" shorter than the existing poles and much more streamline with less mass. The lights on City Hall as well as the new signal poles are single globe. If Council concurs the plan will be to transition the existing poles to black and to replace the poles as the streetscape is expanded in future years. The price for the single globe poles with all of the components presented to Council and the public is \$108,170 less than what is budgeted. This also includes incorporating the Intellistreet technology into the poles that the County is using in Means Plaza.

**Recommendation:** Motion to approve the lighting design and authorize the City Manager to negotiate and execute a sole source contract with Illuminating Concepts Inc, LLC for Intellistreets Light Poles & Accessories in the amount of \$865,764 as part of the Union Streetscape Improvements Project.

3. **Consider amending the City's sign ordinance to extend the allowable time periods for posting temporary banners.** The Cabarrus Regional Chamber of Commerce, on behalf of their members, has requested the 14 and 30-day limits for temporary banners be suspended and extended until five days after the federal unemployment benefits expire (whether that is September 6 or later). This would give business owners the opportunity to utilize this option and advertise in an affordable manner.

**Recommendation:** Motion to amend the City's sign ordinance to extend the allowable time periods for posting temporary banners.

4. **Consider approving the purchase of 26, 30, 34, & 69 Powder Street NW, 224 Cabarrus Avenue E, and 243 Corban Avenue SW from the estate of Barry K. McClamrock for \$150,050 using City Affordable Housing funds.** Staff continues to seek vacant and/or abandoned property for acquisition to address neighborhood concerns and the continuing need of affordable housing within Concord. The goal is to return vacant and/or abandoned property into suitable housing stock through new construction on vacant lots, rehabilitation of existing homes, or demolishing dilapidated structures and constructing new. Investigation of the Powder Street and Corban Avenue properties began several months ago. Staff was informed that these properties were held within the estate of Barry K. McClamrock. Tax value and current condition for each property are: 26 Powder Street NW – \$24,000 (vacant lot), 30 Powder Street NW – \$24,000 (vacant lot), 34 Powder Street NW – \$24,000 (vacant lot), 69 Powder Street NW – \$24,000 (vacant lot), 224 Cabarrus Avenue E – \$25,000 (house to be demolished), 243 Corban Avenue SW – \$29,050 (house to be demolished). An offer, contingent on Council approval, has been made and accepted by the estate attorney for \$150,050 which is the total tax value of all properties. The purchase would use the City's affordable housing allocation.

**Recommendation:** Motion to approve the purchase of 26, 30, 34, & 69 Powder Street NW, 224 Cabarrus Avenue E, and 243 Corban Avenue SW from the estate of Barry K. McClamrock for \$150,050 using City Affordable Housing funds.

- 5. Consider recognizing the Woodbridge Home Owners Association in to the City's Partnership for Stronger Neighborhoods program.** Woodbridge is a residential, certified NC Wildlife Friendly community of 49 Asheville-inspired patio homes located on Davidson Highway. The recently completed neighborhood is on Stonecroft Lane NW and Zemoso Lane NW. Officers for the Association are: President Cindy Rankin; Treasurer Martha Rusher; Secretary Bradley Dilks; and At-Large member Amy Browne. The Association hosts monthly meetings in their homes on the last Thursday of the month and hold officer elections each October. They have submitted all the required documentation for recognition.

**Recommendation:** Motion to recognize the Woodbridge Home Owners Association into the Partnership for Stronger Neighborhoods Program.

- 6. Consider adopting a resolution giving preliminary approval for the issuance of multifamily housing revenue bonds to finance the acquisition, rehabilitation and equipping of The Greens of Concord.** Under the North Carolina General Statutes, the City is authorized to exercise all of the powers granted to housing authorities under the North Carolina Housing Authorities Law (the "Act"). The Act authorizes the City, acting as a housing authority, to issue its notes or bonds in accordance with the provisions of the Act for the purpose of making loans to private developers to assist in the construction or rehabilitation of housing facilities for persons of low and/or moderate income. Greens of Concord Apartments, LP (the "Company") has requested that the City issue multifamily housing revenue bonds in an amount not to exceed \$24 million to provide financing for the acquisition, rehabilitation and equipping of the Greens of Concord. The Greens of Concord is an existing 152-unit affordable housing development located at 1400 Daley Circle NE in the City and was originally built in 1996. The City will have no legal responsibility or liability whatsoever for the payment of principal or interest on the proposed bonds, and the bonds will not affect the City's debt ratios or legal debt limits. All costs and expenses in connection with the financing and the acquisition, rehabilitation and equipping of the Development, including the reasonable fees and expenses of the City's counsel and bond counsel will be paid from the proceeds of the Bonds or by the Company.

**Recommendation:** Motion to adopt a resolution giving preliminary approval for the issuance by the City of multifamily housing revenue bonds to provide financing for the acquisition, rehabilitation and equipping by Greens of Concord Apartments, LP of an existing 152-unit affordable housing development known as The Greens of Concord and located in the City.

- 7. Consider adopting an ordinance to temporarily close Cabarrus Ave (SR 1002) between Market St., SW and Church St., S for the Concord International Festival to be held October 2, 2021.** The City of Concord is Co-Sponsoring the Concord International Festival. As such, to protect the safety of pedestrians in the event, staff is requesting from NCDOT to temporarily close Cabarrus Ave (SR 1002) between Market St., SW and Church St., S to vehicular traffic on October 2, 2021 between the hours of 8:00 A.M. and 8:00 P.M. See attached Ordinance.

**Recommendation:** Motion to adopt an ordinance to temporarily close Cabarrus Ave (SR 1002) between Market St., SW and Church St., S from 8:00 A.M. to 8:00 P.M. for the Concord International Festival on October 2, 2021.

- 8. Consider approving and adopting the Conceptual Master Plan to develop the 28.6-acre J.E. "Jim" Ramseur Park located at 1252 Cox Mill Road.** The Parks and Recreation Department is pleased to present the conceptual master plan for Council's consideration for the 28.6-acre property on Cox Mill Road. The property is adjacent to Clarke Creek (a planned greenway corridor), Cox Mill Elementary

School, Odell Recreation Sports fields (City lease beginning August 2021), Cox Mill High School, and Cabarrus Soil and Water Conservation Property. Based on recommendations from the 2016 Comprehensive Master Plan, and City Council Strategic Goals, a new community park in the Northwest region of the City is a high priority for the City. The Comprehensive Plan references the need to expand indoor programs and outdoor amenity offerings in this area, including greenways and trails, splash pads, environmental facilities, areas for both active and passive sports, and a community or recreation center. The City contracted with the firm Woolpert to complete the design of the park, including the preliminary master plan. Woolpert has vast experience with professional design services, including master planning, schematic design, engineering and architectural services. Over the past year, City staff, working in conjunction with Woolpert, went through an intensive community engagement process, which featured three (3) separate opportunities for public feedback. The first a public survey in October of 2020, which was completed by over 1,000 residents with a total of over 500 write-in comments. Walking, Biking, Trails and more Greenways was the top vote, followed by basketball/open gym, indoor walking track, indoor fitness, playgrounds, arts, crafts and cultural arts space, swimming, outdoor courts, splash pad, and indoor playground in the top 10. A second survey, which included a public workshop, was completed in November where citizens were asked specifically to rank their top 5 indoor and outdoor facility/amenity recommendations. Greenways, trails and boardwalks was at the top of the outdoor list with about 86% support, followed by adventure/obstacle style playgrounds, open lawn/event space, splash pad, and traditional playground. For indoor space, indoor gymnasium topped the list with 70% support, followed by walking/jogging track, community and multi-purpose rooms, classroom space, and activity studios. From the first two surveys, Woolpert created two (2) concepts for Council and public review and comments. The first concept included a community center concept featuring an open green space in the center, a smaller community/multi-purpose room building, and a larger sport court complex in the front, and a dog park. The second concept was the recreation center concept, featuring an adventure-style playground, larger recreation center with indoor gymnasium and court space, and several outdoor education/open space areas. A third public online survey was then presented, with a total of close to 200 responses. The vast majority of residents preferred the Recreation Center concept, with some added elements to consider from both plans. Within the Recreation Center, a large nature-center/multi-purpose space, multi-activity courts, running track, group fitness studios, and gymnasiums were the top choices. Other considerations based on the responses, were to consider both types of playgrounds (adventure-style and traditional), a mix of sport court types depending on what the site can fit, and a larger open space for events. Greenways and Trails will also be a major component to this plan, including a bridge connection to the Highland Creek side of Clarke Creek, as well as utility considerations for a sewer connection. The final conceptual master plan features the results from a very robust community engagement process over the past year. This plan features the following elements: 1-Trails and Connectivity, including a greenway loop trail, boardwalk overlook, and sidewalk connections to adjoining developments, the elementary school, and the recreation fields; 2-40,000 square foot recreation center, with two gymnasiums, a multi-activity court, a nature center/meeting room, classrooms, administration and lobby area, and a running track/exercise area; 3-Large Open Lawn/Event Space; 4-Splash Pad; 5-Adventure/Obstacle-style playground; 6-Traditional Playground; 7-Outdoor Environmental education area with terraced garden and seating; 8-Pickleball courts; 9-Several ancillary park buildings, including pavilions, restrooms and shelters; 10-Support Services; 11-250+ parking spaces; and 12-Vehicular driveway connections to northern property and to the Cox Mill School driveway to the south. The conceptual master plan will serve as a guiding

document for the continued design and development of the park, and may be updated as the project moves through schematic design, design development and construction document phases over the next 2-3 years, and as funding becomes available. Development of the park may also be phased over time with many Council briefings over the course of the design process.

**Recommendation:** Motion to approve and adopt the master plan and conceptual design for the J.E. "Jim" Ramseur Park located at 1252 Cox Mill Road.

- 9. Consider authorizing the City Manager to negotiate and execute a contract amendment for professional services with Woolpert, North Carolina PLLC to complete the schematic design phase for the J.E. "Jim" Ramseur Park property located at 1252 Cox Mill Road.** The property at 1252 Cox Mill Road in Concord, which totals approximately 28.6 acres and is adjacent to Cox Mill Elementary School was purchased by the City in 2020 to serve as the site of Concord's first Park in the Northwest. In July 2020, Council approved the contract with Woolpert, North Carolina PLLC to complete the master plan and design for the park. The amendment of \$413,500 will include schematic design drawings, building rendering, due diligence for pedestrian bridge, utility/pump station feasibility and assessment and geotechnical sub-surface investigation. This work is critical to continue the design and development process of the park. This addendum for \$413,500, the second contract addendum for the project design, will include the following items: 1-Waters of the U.S. & Wetland Boundary Determination – Once the environmental surveying has been completed, Woolpert and their sub-consultant, STV will work directly with the U.S. Army Corps of Engineers, and N.C. Division of Water Resources to verify and certify wetland boundaries & jurisdictional determination; 2-Building Programming & Rendering – The Woolpert Architectural Team will begin the design, programming and rendering process for the proposed recreation center on the property; 3-Pedestrian Bridge Due Diligence – The Woolpert team will begin to review the proposed pedestrian bridge and greenway crossing of Clarke's Creek; 4-Utility coordination, feasibility and assessment – The Woolpert Team along with their subconsultant, Hinde Engineering will review existing as-builts and begin to explore feasible options and costs for water, sanitary sewer, and other utility access to the site; 5-Geotechnical sub-surface investigations – Woolpert's subconsultant, Terracon, will provide Geotech services including soil borings and lab testing on select samples to determine ground conditions on the site; and 6-Schematic Design – The Woolpert Team will begin the schematic design phase for the Park and Recreation Center Development. This phase of the project will include detailed plans, drawings, building renderings and floor plans, proposed grading plans, and cost estimations. Development of a park in the Northwest region of Concord is a City Council Goal, and top priority goal of the Comprehensive Parks and Recreation Master Plan. Amenities in this park will likely include a recreation center, open space, pickle ball courts, splash pad, playgrounds, shelters and ancillary buildings, and greenways, trails and connectivity.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract amendment with Woolpert, North Carolina, PLLC in the amount not to exceed \$413,500 for due diligence and schematic design services for the J.E. "Jim" Ramseur Park.

- 10. 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 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 time-frame. 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. Council approved purchase of the first two (2) units in June 2021. This second order of units will complete the materials acquisition. Installation plan is underway and will be complete in April 2022.

**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.

**11. Consider awarding a bid for one 44KV Substation Power Transformer for the Country Club Dr. Substation F and one spare 100 KV Power Transformer.**

Electric Systems staff received bids on July 21, 2021 for electric equipment and materials required for the replacement of one (1) 27 MVA power transformer for our substation F and one (1) 37 MVA 101.25/ 13.2kv spare power transformer. The bids were arranged into the following two schedules of equipment: Schedule I – 27 MVA 43.8v/13.2kv power transformer; lowest responsible bidder was Virginia Transformer Corp., in the amount of \$723,634; and Schedule II – 37 MVA 101.25/ 13.2kv power transformer; lowest responsible bidder was Virginia Transformer Corp., in the amount of \$823,975. Staff recommendations reflect the low bidder for each Schedule.

**Recommendation:** Motion to award a bid in the amount of \$1,547,609 to Virginia Transformer Corporation for the purchase of two (2) Substation Power Transformers.

**12. Consider authorizing the City Manager to negotiate and execute a contract with Talbert Bright and Ellington (TBE) to provide engineering, design, and bidding services for the South and North Gravel Parking Lot Paving and Budget Amendment.**

In 2014, the City of Concord received a grant from the Federal Aviation Administration for the purposes of expanding public parking at the airport. These improvements included design, clearing, grubbing, site grade and gravel to accommodate parking for the commercial airline operations. The two gravels lots are currently being used by a third party. With the recent expansion of airline service, the use of the lots has changed from alternative parking to an overflow lot for the parking deck. In 2019, the south lot, which holds approximately 364 parking spaces, was utilized during peak summer months 60% of the time. In accordance with the FAA grant assurances, any real property that is converted from aeronautical or public use to non- aeronautical or revenue generated use, the federal portion of the grant improvements must be reimbursed. The FAA has agreed to reduce our amount of entitlement funding for a 3-year period to pay down \$1.2 million in grant funding to meet the reimbursement obligation. With the expansion of Allegiant Air at the airport, these lots will be converted from public to revenue parking facilities. (Long term parking). In anticipation of new and expanded service and to ensure adequate parking for Allegiant's customers along with connectivity from the parking lot to the commercial terminal bldg., these improvements are necessary. The intent of this project is to pave the existing lots and install grassed islands and landscaping to meet City of Concord development standards. The project will include asphalt pavement overlay of the existing aggregate, drain modifications for grassed islands, erosion control devices, perimeter security fencing relocation and access control system/revenue control system. The funding for the professional services will be from retained earnings at a cost of \$161,492. The airport anticipates \$2,240,445.00 in FY 22 to fund the construction phase of the project.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with TBE for the design and bidding services for the long-term parking lots and approve budget amendment.

- 13. Consider authorizing the City Manager to negotiate and execute a contract with Carolina Siteworks, Inc. for the installation of the General Services Dr. 12-inch Water Line Replacement.** The General Services Line Replacement project consists of the installation of approximately 941 linear feet of 12-in water main along General Services Dr from inside the Brown operation Center to Highway 49. This new water line replaces an existing 8-inch water line that was identified for replacement in our master plan to increase flow distribution throughout our system. The project was bid under the formal bidding process, bids were taken on July 13, 2021 and 3 bids were received. The lowest responsible bidder was Carolina Siteworks, Inc. in the amount of \$341,317.90 which is within budget.

**Recommendation:** Motion authorizing the City Manager to negotiate and execute a contract with Carolina Siteworks, Inc. in the amount of \$341,317.90 for the installation of the General Services Dr. 12-inch Water Line Replacement.

- 14. Consider a Preliminary Application from Cedric O. Harris.** In accordance with City Code Chapter 62, Cedric Harris has submitted a preliminary application to receive water service outside the City limits. The property is located at 9722 Dewitt Road. The parcel is currently vacant and zoned LDR. The owner proposed to construct one single family home. Sewer is not available to the parcel.

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

- 15. Consider a Preliminary Application from Sandra S. Diffie.** In accordance with City Code Chapter 62, Sandra Diffie has submitted a preliminary application for water service outside the City limits. The property is located at 1041 Cox Mill Road. The property is currently zoned LDR and developed with a single family home. There is not sanitary sewer service available to this property. The owner has expressed that she is having problems with her well.

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

## VII. Consent Agenda

- A. 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: Heritage Ridge at Moss Creek Phase 2 and 62 Woodsdale Place. 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: Heritage Ridge at Moss Creek Phase 2 and 62 Woodsdale Place.

- B. Consider adopting an ordinance amending the Fees and Charges schedule for water, wastewater, and transit fees.** Some outside water/wastewater rates were inadvertently left off of the fee schedule or entered for the wrong amount. The attached ordinance corrects these rates. Previously, the fee schedule only showed an inside rate for water fire lines and was missing the outside rate of \$5.33 per 1,000 gallons. The outside rate for wastewater volume charges was incorrectly listed as \$27.56, so this corrects the rate to \$32.78. Also included in this update is the removal of the credit card fee for Transit.

**Recommendation:** Motion to adopt an ordinance amending the Fees and Charges schedule for water, wastewater, and transit fees.

- C. Consider increasing the payment standards for the Housing Department in order to encourage landlord participation in the Housing Choice Voucher program.** Concord Housing is requesting to increase our payment standards in order to encourage landlord participation in the Housing Choice Voucher program.



Payment standards are used in the calculation of the housing assistance payment that the Public Housing Agency pays to the owner on behalf of the family leasing a unit. The Payment Standard is the maximum amount of assistance a family can receive. The Payment Standard can be between 90 to 110% Fair Market Rate. We are choosing 110% of the Fair Market Rate because we want to have greater landlord participation in the program. At our current Payment Standard, our landlords are not opting to participate in the program.

**Recommendation:** Motion to Increase the Payment Standards to encourage landlord participation in the Housing Choice Voucher program.

- D. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund to appropriate unspent FY 2021 funds for the Public Art Committee.** Funds were appropriated in the FY 2020/2021 budget for the Public Art Committee. All of these funds were not spent prior to year-end. The attached budget ordinance appropriates these left over funds from fund balance so they can be spent in the FY 2021/2022 budget.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund to appropriate unspent FY 2021 funds for the Public Art Committee.

- E. Consider adopting a capital project ordinance to amend the Transportation Projects Fund.** The amount previously approved for the US 601/Flowes Store improvements project needs to be adjusted to match the actual expected amount of CMAQ funds. There is also a small cleanup that needs to be done to the 29 Bridge project to match the final cost of the project.

**Recommendation:** Motion to adopt a capital project ordinance to amend the Transportation Projects Fund.

- F. Consider adopting a Golf Fund operating budget amendment and a Golf Projects Fund project budget amendment.** The range netting project needs additional funds to cover total costs of the project. The attached budget ordinance and project ordinance amendments transfer golf operating funds to the golf project fund to cover these additional costs to finish the project.

**Recommendation:** Motion to adopt a Golf Fund operating budget amendment and a Golf Projects Fund project budget amendment.

- G. Consider adopting an ordinance to amend the FY 2021/2022 General Fund budget and approve the use of contingency funds.** Council approved \$3000 at the July 20, 2021 work session for the memorial honoring LTC Parker, WWI most decorated Soldier and Medal of Honor recipient. He is buried at Oaklawn Cemetery. The attached budget ordinance amends the budget for this donation and approves the use of contingency funds.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2021/2022 General Fund budget and approve the use of contingency funds.

- H. Consider amending the Title VI Policy.** The proposed amendment is the addition of Appendix F. Appendix F is the Assurance of Compliance which the Title VI policy requires the City to have. This assurance must be included in all of our contracts, grants, bids, community or public applications, etc.

**Recommendation:** Motion to amend the Title VI Policy to include Appendix F.

- I. Consider amending Article 8.1, Hiring Procedure Policy in the City's Personnel Policies and Procedures manual.** Staff recommends an update to Article 8.1, Hiring Procedure Policy, to minimize the risk of discriminatory practices in the hiring process.

**Recommendation:** Motion to amend Article 8.1, Hiring Procedure Policy in the Personnel Policies and Procedures manual.

- J. 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 procedures regarding fraudulent messages, which is also referred to as phishing.

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

- K. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the second quarter of 2021.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between April 1, 2021 and June 30, 2021.

**Recommendation:** Motion to receive the second quarter water and wastewater extension report for 2021.

- L. Consider acceptance of the Tax Office reports for the month of June 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 June 2021.

- M. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of June 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 June 2021.

- N. Receive monthly report on status of investments as of June 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.



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

7/7/2021

Jessica Jones  
Interim Finance Director  
City of Concord, North Carolina

Dear Ms. Jones:

Congratulations!

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended June 30, 2020 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2021 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent comprehensive annual financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your comprehensive annual financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Concord  
North Carolina**

For its Comprehensive Annual  
Financial Report  
For the Fiscal Year Ended

June 30, 2020

*Christopher P. Morill*

Executive Director/CEO

**DATE:** June 15, 2021

**CASE:** TA-06-21 Text Amendment (Recreational Vehicles)

**PREPARED BY:** Kevin Ashley, AICP –Deputy Planning Director

**BACKGROUND**

Due to some enforcement and administration issues, the staff is proposing a simple amendment to the CDO and a portion of the City Code to address the parking and temporary residential use of travel trailers/recreational vehicles on residential property. The current portion of the CDO simply states that no RVs/campers, etc. may be utilized as a temporary residence.

The staff feels that it may be reasonable to clarify this portion to allow very limited residential use (for visitors) on a developed residential parcel. The amendment to the CDO allows for the use for a period of fourteen (14) days one time during any twelve (12) month period. The proposed amendment also includes allowing the use for Christmas tree lots and nonresidential construction projects greater than five (5) acres, for use as security measures.

The City Code portion proposes to prohibit the storing of RVs and travel trailers on predominately residential public rights-of-way or on any unpaved portion of a front yard.

The amendment is in approval form and at the Commission’s concurrence, it may be referred to Council for public hearing.

#### 8.8.4 NO RECREATIONAL VEHICLES

~~No Recreational Vehicles shall be permitted as a Temporary Use or Structure. No bus, slide-in camper, utility trailer, camping trailer, self-contained travel trailer or house trailer (defined as a vehicular, portable structure built on a wheel chassis, designed to be towed by a self-propelled vehicle for use as a temporary dwelling, for travel, recreation and vacation uses, having a body width not to exceed eight (8) feet and a body length not exceeding forty (40) feet when equipped for road travel) shall be used for living, sleeping, or business purposes on any lot within the zoning jurisdiction of the City of Concord, except as provided below.~~

~~Camping trailers and self-contained travel trailers may be used as a temporary residence on residentially zoned property for no more than fourteen (14) days in any twelve (12) month period. This provision shall only be used on property where an occupied residence is located.~~

~~Camping trailers and self-contained travel trailers may be used as temporary security quarters for 1) Christmas tree sales lots and for 2) nonresidential construction projects greater than five (5) acres, and shall be permissible for the duration of the project/construction.~~

(City Code Section 58-256(c)) Recreational vehicles (as defined in G.S. 20-4.01 (32a) except truck campers and conversion vehicles), trailers and boats stored on trailers shall not be parked or stored on any predominantly residential public right-of-way within the city nor on any unpaved portion of a front yard.

#### 8.8.4 NO RECREATIONAL VEHICLES

No bus, slide-in camper, utility trailer, camping trailer, self-contained travel trailer or house trailer (defined as a vehicular, portable structure built on a wheel chassis, designed to be towed by a self-propelled vehicle for use as a temporary dwelling, for travel, recreation and vacation uses, having a body width not to exceed eight (8) feet and a body length not exceeding forty (40) feet when equipped for road travel) shall be used for living, sleeping, or business purposes on any lot within the zoning jurisdiction of the City of Concord, except as provided below.

Camping trailers and self-contained travel trailers may be used as a temporary residence on residentially zoned property for no more than fourteen (14) days in any twelve (12) month period. This provision shall only be used on property where an occupied residence is located.

Camping trailers and self-contained travel trailers may be used as a temporary residence on residentially zoned property, subject to a temporary use permit, during construction of a single-family residence for a period not to exceed three hundred sixty five (365) days. This provision shall only be used on property where a valid building permit has been issued to construct a new single-family residence. At the expiration of the 365 day time period, the unit shall be removed and no extensions are permissible.

Camping trailers and self-contained travel trailers may be used as temporary security quarters for 1) Christmas tree sales lots and for 2) nonresidential construction projects greater than five (5) acres, and shall be permissible for the duration of the project/construction.



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

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

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-6-1 through §§160D-6-5, 160D-7-1 through 160D-7-6 , 160D-8-1 through 160D-8-8 and 160D-9-1 through 160D-9-51 may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-6-1 through §§160D-6-5, 160D-7-1 through 160D-7-6 , 160D-8-1 through 160D-8-8 and 160D-9-1 through 160D-9-51 does hereby recognize a need to amend the text of certain articles of the City of Concord zoning Ordinance.

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

**SECTION 1:** That the following section of Concord Development Ordinance (CDO) Article 8 “Use Regulations” Section 8.8.4 “No Recreational Vehicles” be amended to the following:

**8.8.4 NO RECREATIONAL VEHICLES**

No bus, slide-in camper, utility trailer, camping trailer, self-contained travel trailer or house trailer (defined as a vehicular, portable structure built on a wheel chassis, designed to be towed by a self-propelled vehicle for use as a temporary dwelling, for travel, recreation and vacation uses, having a body width not to exceed eight (8) feet and a body length not exceeding forty (40) feet when equipped for road travel) shall be used for living, sleeping, or business purposes on any lot within the zoning jurisdiction of the City of Concord, except as provided below.

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Camping trailers and self-contained travel trailers may be used as temporary security quarters for 1) Christmas tree sales lots and for 2) nonresidential construction projects greater than five (5) acres, and shall be permissible for the duration of the project/construction.

**SECTION 2:** That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

**SECTION 3:** That this Ordinance be effective immediately upon adoption.

Adopted in this June 8<sup>th</sup>, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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William C. Dusch, Mayor

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Kim Deason, City Clerk

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VaLerie Kolczynski, City Attorney

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

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

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-6-1 through §§160D-6-5, 160D-7-1 through 160D-7-6 , 160D-8-1 through 160D-8-8 and 160D-9-1 through 160D-9-51 may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-6-1 through §§160D-6-5, 160D-7-1 through 160D-7-6 , 160D-8-1 through 160D-8-8 and 160D-9-1 through 160D-9-51 does hereby recognize a need to amend the text of certain articles of the City of Concord zoning Ordinance.

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

**SECTION 1:** That the following section of Concord Development Ordinance (CDO) Article 8 “Use Regulations” Section 8.8.4 “No Recreational Vehicles” be amended to the following:

**8.8.4 NO RECREATIONAL VEHICLES**

No bus, slide-in camper, utility trailer, camping trailer, self-contained travel trailer or house trailer (defined as a vehicular, portable structure built on a wheel chassis, designed to be towed by a self-propelled vehicle for use as a temporary dwelling, for travel, recreation and vacation uses, having a body width not to exceed eight (8) feet and a body length not exceeding forty (40) feet when equipped for road travel) shall be used for living, sleeping, or business purposes on any lot within the zoning jurisdiction of the City of Concord, except as provided below.

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Camping trailers and self-contained travel trailers may be used as temporary security quarters for 1) Christmas tree sales lots and for 2) nonresidential construction projects greater than five (5) acres, and shall be permissible for the duration of the project/construction.

**SECTION 2:** That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

**SECTION 3:** That this Ordinance be effective immediately upon adoption.

Adopted in this June 8<sup>th</sup>, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

---

William C. Dusch, Mayor

---

Kim Deason, City Clerk

---

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND CHAPTER 58 RECREATONAL VEHICLES

WHEREAS, the City Council of the City of Concord, North Carolina, has adopted a Code of Ordinances; and

WHEREAS, the City desires to amend the ordinance to address parking of recreational vehicles,

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

SECTION 1. Chapter 58 "Traffic and Vehicles", Section 58-256 (c) "Parking and Storage of Certain Vehicles" be amended to the following:

**Sec. 50-256. – Parking and storage of certain vehicles**

(c) Recreational vehicles (as defined in G.S. 20-4.01(32a) except truck campers and conversion vehicles), trailers and boats stored on trailers, shall not be parked or stored on any predominately residential public right-of-way within the city, or on any unpaved portion of a front yard.

SECTION 2. That all remaining Articles and Sections be renumbered to include the newly created Articles and Sections.

SECTION 3. This Ordinance be effective immediately upon adoption.

Adopted this 8<sup>th</sup> day of July 2021

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

\_\_\_\_\_  
Kim Deason, City Clerk

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

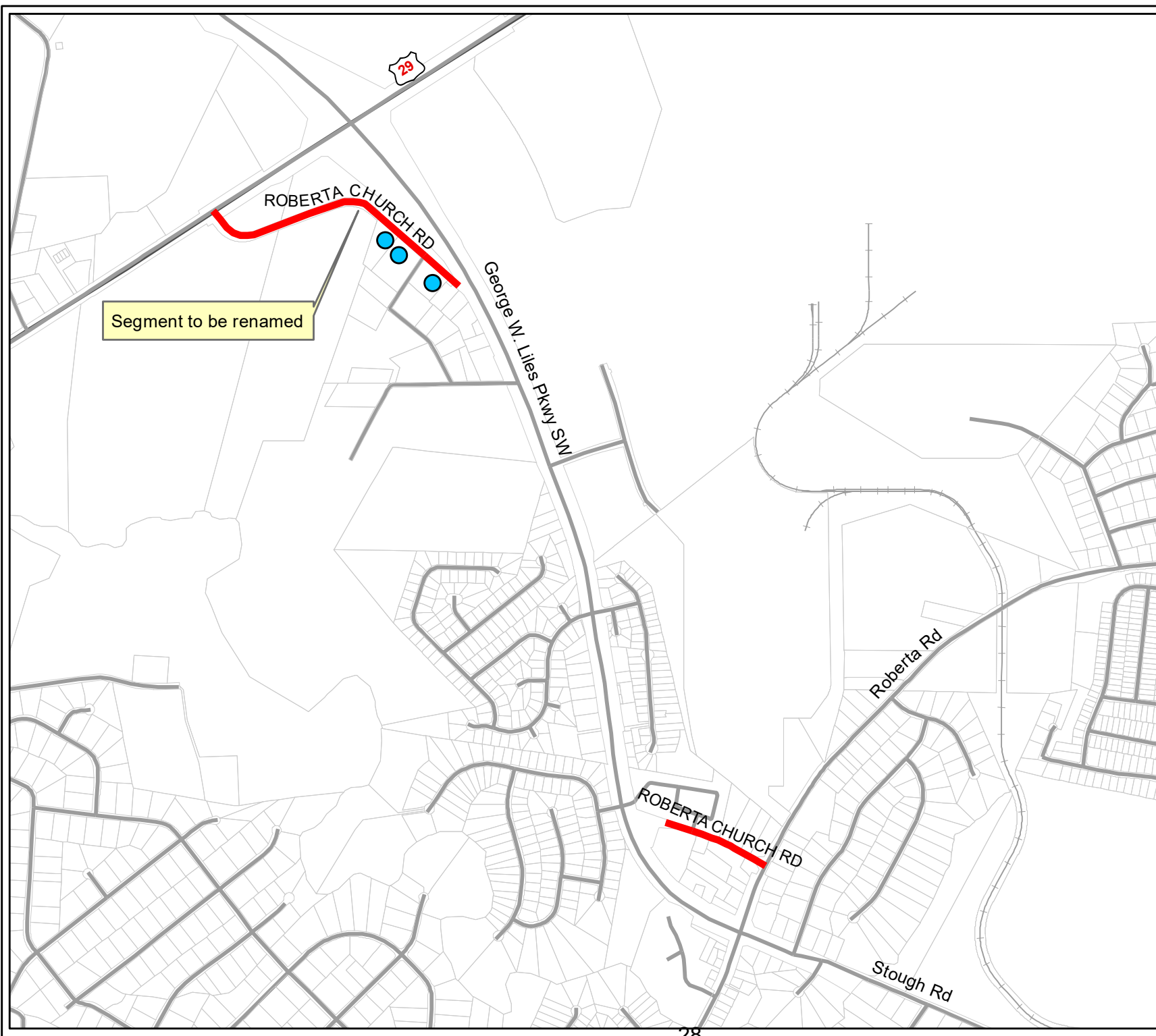
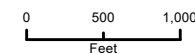
### Roberta Church Rd Renaming

#### Legend

- Address Changes
- Roberta Church Rd
- ▭ Parcels



Coordinate System - NC State Plane NAD83



Segment to be renamed



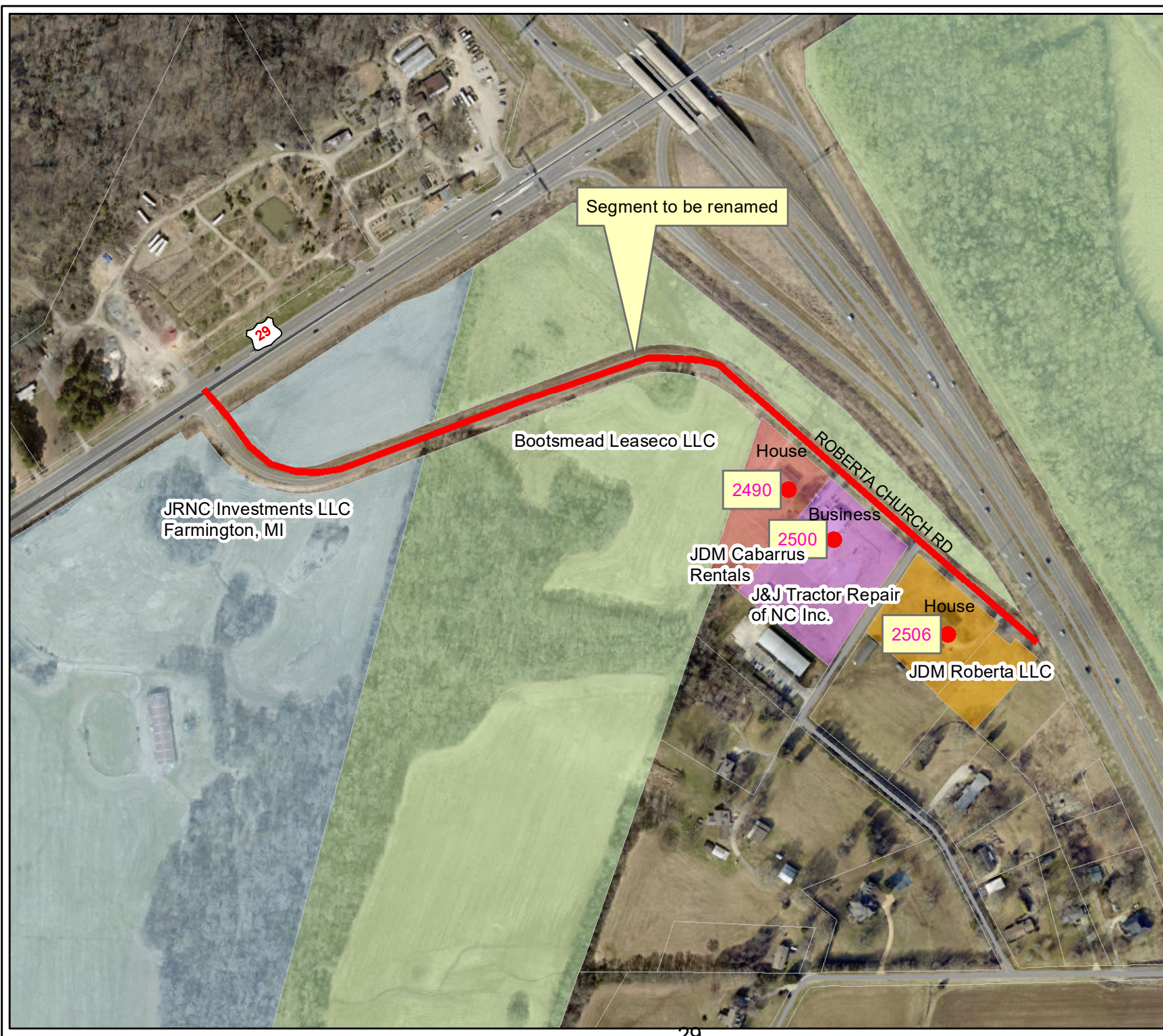
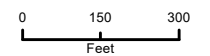
### Roberta Church Rd Renaming

#### Legend

- Address Changes
- Roberta Church Rd
- Parcels
- JRNC Investments LLC
- Bootsmead
- JDM Cabarrus Rentals
- J&J Tractor Repair of NC Inc.
- JDM Roberta LLC



Coordinate System - NC Slate Plane NAD83



## Aquamarine – Component 1

### Project Description

---

Aquamarine 2.0 will be a vertically integrated beverage manufacturing campus containing three of the most recognizable global brands in the manufacturing and food and beverage industries. This campus-style complex will have the capacity to not only convert aluminum coil into beverage containers, but also fill the containers and package them for distribution throughout the southeast.

Site: The Grounds at Concord (2321 Concord Pkwy S, Concord, NC 28027)

### Project Details

---

#### **Ball Metal Beverage Container Corp. (Component 1)**

A state-of-the-art can manufacturing facility, producing various sized aluminum beverage containers. This 800k SF four-line beverage packaging facility will be capable of producing 6.4 billion units per year once fully operational. This company is a leading supplier of aluminum packaging for beverages, food, household products.

- Investment: \$383,874,400
- Jobs: 220
- Average wage: \$70,555
- Local 7-Year Grant Estimates:
  - County: \$11,345,918
  - City: \$7,359,514





## Aquamarine – Component 2

### Project Description

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Aquamarine 2.0 will be a vertically integrated beverage manufacturing campus containing three of the most recognizable global brands in the manufacturing and food and beverage industries. This campus-style complex will have the capacity to not only convert aluminum coil into beverage containers, but also fill the containers and package them for distribution throughout the southeast.

Site: The Grounds at Concord (2321 Concord Pkwy S, Concord, NC 28027)

### Project Details

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#### **RRB Beverage Operations Inc. (Component 2)**

A state-of-the-art can filling operation, consisting of 1.4M SF of factory, distribution and office space. This will be a joint venture between two long-term partners: JV1 and JV2 - JV1 is a leading producer of fruit juices and tea beverages and is also JV2's main bottler. JV2 is one of the world's most recognizable brands in the beverage industry.

- Investment: \$553,000,000
- Jobs: 323
- Average wage: \$50,387
- Local 7-Year Grant Estimates:
  - County: \$17,193,212
  - City: \$11,152,354

Project Aquamarine - Component 2



**Cabarrus County Economic Development Grant Analysis**

	2023	2024	2025	2026	2027	2028	2029
Total Assessed Value (Real)	\$200,000,000	\$200,000,000	\$200,000,000	\$300,000,000	\$300,000,000	\$300,000,000	\$300,000,000
Total Assessed Value (Personal)	\$47,700,000	\$110,960,000	\$145,190,000	\$174,140,000	\$175,870,000	\$152,320,000	\$127,240,000
\$53,000,000	\$47,700,000	\$43,460,000	\$38,690,000	\$33,390,000	\$28,620,000	\$23,320,000	\$17,490,000
\$75,000,000		\$67,500,000	\$61,500,000	\$54,750,000	\$47,250,000	\$40,500,000	\$33,000,000
\$50,000,000			\$45,000,000	\$41,000,000	\$36,500,000	\$31,500,000	\$27,000,000
\$50,000,000				\$45,000,000	\$41,000,000	\$36,500,000	\$31,500,000
\$25,000,000					\$22,500,000	\$20,500,000	\$18,250,000
County taxes at .74	\$1,832,980	\$2,301,104	\$2,554,406	\$3,508,636	\$3,521,438	\$3,347,168	\$3,161,576
Grant @ 85 %	\$1,558,033	\$1,955,938	\$2,171,245	\$2,982,341	\$2,993,222	\$2,845,093	\$2,687,340
Net Taxes to County	\$274,947	\$345,166	\$383,161	\$526,295	\$528,216	\$502,075	\$474,236
						<b>Taxes</b>	<b>\$ 20,227,308</b>
						<b>Grant</b>	<b>\$ 17,193,212</b>
						<b>Net Taxes to County</b>	<b>\$ 3,034,096</b>

**City of Concord Economic Development Grant Analysis**

	2023	2024	2025	2026	2027	2028	2029
Total Assessed Value (Real)	\$200,000,000	\$200,000,000	\$200,000,000	\$300,000,000	\$300,000,000	\$300,000,000	\$300,000,000
Total Assessed Value (Personal)	\$47,700,000	\$110,960,000	\$145,190,000	\$174,140,000	\$175,870,000	\$152,320,000	\$127,240,000
\$53,000,000	\$47,700,000	\$43,460,000	\$38,690,000	\$33,390,000	\$28,620,000	\$23,320,000	\$17,490,000
\$75,000,000		\$67,500,000	\$61,500,000	\$54,750,000	\$47,250,000	\$40,500,000	\$33,000,000
\$50,000,000			\$45,000,000	\$41,000,000	\$36,500,000	\$31,500,000	\$27,000,000
\$50,000,000				\$45,000,000	\$41,000,000	\$36,500,000	\$31,500,000
\$25,000,000					\$22,500,000	\$20,500,000	\$18,250,000
City taxes at .48	\$1,188,960	\$1,492,608	\$1,656,912	\$2,275,872	\$2,284,176	\$2,171,136	\$2,050,752
Grant @ 85 %	\$1,010,616	\$1,268,717	\$1,408,375	\$1,934,491	\$1,941,550	\$1,845,466	\$1,743,139
Net Taxes to City	\$178,344	\$223,891	\$248,537	\$341,381	\$342,626	\$325,670	\$307,613
						<b>Taxes</b>	<b>\$ 13,120,416</b>
						<b>Grant</b>	<b>\$ 11,152,354</b>
						<b>Net Taxes to City</b>	<b>\$ 1,968,062</b>

**GRANT TOTAL: \$ 28,345,565**

## Aquamarine – Component 3

### Project Description

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Aquamarine 2.0 will be a vertically integrated beverage manufacturing campus containing three of the most recognizable global brands in the manufacturing and food and beverage industries. This campus-style complex will have the capacity to not only convert aluminum coil into beverage containers, but also fill the containers and package them for distribution throughout the southeast.

Site: The Grounds at Concord (2321 Concord Pkwy S, Concord, NC 28027)

### Project Details

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#### **Red Bull North America, Inc. - Component 3**

An 800k SF supra-regional distribution center. This will be supported by a wholly-owned subsidiary of JV2.

- Investment: \$140,000,000
- Jobs: 90
- Average wage: \$50,367
- Local 7-Year Grant Estimates:
  - County: \$4,549,809
  - City: \$2,951,227

**Project Aquamarine - Component 3**



***Cabarrus County Economic Development Grant Analysis***

		2023	2024	2025	2026	2027	2028	2029
<b>Total Assessed Value (Real)</b>		\$30,000,000	\$65,000,000	\$75,000,000	\$75,000,000	\$75,000,000	\$75,000,000	\$75,000,000
<b>Total Assessed Value (Personal)</b>		\$0	\$36,900,000	\$55,220,000	\$49,610,000	\$43,350,000	\$37,260,000	\$31,000,000
	<b>\$41,000,000.00</b>		\$36,900,000	\$33,620,000	\$29,930,000	\$25,830,000	\$22,140,000	\$18,040,000
	<b>\$24,000,000.00</b>			\$21,600,000	\$19,680,000	\$17,520,000	\$15,120,000	\$12,960,000
<b>County taxes at .74</b>		\$222,000	\$754,060	\$963,628	\$922,114	\$875,790	\$830,724	\$784,400
<b>Grant @ 85 %</b>		\$188,700	\$640,951	\$819,084	\$783,797	\$744,422	\$706,115	\$666,740
<b>Net Taxes to County</b>		\$33,300	\$113,109	\$144,544	\$138,317	\$131,369	\$124,609	\$117,660
	<b>Taxes</b>							<b>\$ 5,352,716</b>
	<b>Grant</b>							<b>\$ 4,549,809</b>
	<b>Net Taxes to County</b>							<b>\$ 802,907</b>

***City of Concord Economic Development Grant Analysis***

		2023	2024	2025	2026	2027	2028	2029
<b>Total Assessed Value (Real)</b>		\$30,000,000	\$65,000,000	\$75,000,000	\$75,000,000	\$75,000,000	\$75,000,000	\$75,000,000
<b>Total Assessed Value (Personal)</b>		\$0	\$36,900,000	\$55,220,000	\$49,610,000	\$43,350,000	\$37,260,000	\$31,000,000
	<b>\$41,000,000.00</b>		\$36,900,000	\$33,620,000	\$29,930,000	\$25,830,000	\$22,140,000	\$18,040,000
	<b>\$24,000,000.00</b>			\$21,600,000	\$19,680,000	\$17,520,000	\$15,120,000	\$12,960,000
<b>City taxes at .48</b>		\$144,000	\$489,120	\$625,056	\$598,128	\$568,080	\$538,848	\$508,800
<b>Grant @ 85 %</b>		\$122,400	\$415,752	\$531,298	\$508,409	\$482,868	\$458,021	\$432,480
<b>Net Taxes to City</b>		\$21,600	\$73,368	\$93,758	\$89,719	\$85,212	\$80,827	\$76,320
	<b>Taxes</b>							<b>\$ 3,472,032</b>
	<b>Grant</b>							<b>\$ 2,951,227</b>
	<b>Net Taxes to City</b>							<b>\$ 520,805</b>

**GRANT TOTAL: \$ 7,501,036**

**MEETING DATE:**

August 12<sup>th</sup> 2021

**BACKGROUND:**

The Planning and Zoning Commission heard the above referenced petition at their July 20th meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map be amended from Cabarrus County LDR (Low Density Residential) to City of Concord RM-1 (Residential Medium Density) and to amend the 2030 Land Use Plan from “Rural” to “Suburban Neighborhood.”

The property was annexed on a voluntary basis (ANX-02-21) with an effective date of June 10, 2021. At that hearing, the petitioner indicated as part of their annexation request that the purpose for annexation was to rezone to RM-1 (Residential Medium Density), which would necessitate a Land Use Plan amendment to Suburban Neighborhood, and develop the site with single-family detached dwellings. The RM-1 (Residential Medium Density) zoning classification 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 be compatible with and/or similar to the approved lot sizes in the Buffalo Ranch PUD to the east as well as the Bedford Farms PUD Development to the west. If approved, the development would essentially be a small infill project and access to the property would be via Heglar Road.

The property has a Future Land Use designation of “Rural” which specifies a density of one unit per three acres. Both the Buffalo Ranch and Bedford Farms developments are designated “Rural,” but were approved prior to the adoption of the 2030 Land Use Plan in 2018 and have lot sizes/densities that are more similar to those permitted in the “Suburban Neighborhood” designation. The “Rural” designation does not permit RM-1 zoning as a corresponding zoning district and therefore a Land Use Plan amendment to “Suburban Neighborhood” would be needed to accommodate the proposed zoning.

Because the property was annexed into the City limits, a City zoning designation must be applied. Void of a new City zoning designation the parcel would be unzoned.

The Planning and Zoning Commission unanimously adopted the Statement of Consistency, listed below, at their July 20th public hearing. Council may adopt the same statement, modify it, or adopt an entirely new Statement of Consistency.

**Statement of Consistency**

- The subject property is approximately 3.366 acres and is zoned Cabarrus County Low Density Residential (LDR).

- The subject property was annexed on June 10th, 2021 and accommodates one single family home and an outbuilding. The home was constructed in 1983.
- The proposed zoning is inconsistent with the 2030 Land Use Plan (LUP) as RM-1 (Residential Medium Density) is not a corresponding zoning classification to the “Rural” land use category. However, a rezoning to RM-1 would allow infill development to occur in a similar manner to the adjacent properties. The rezoning would further the 2030 Land Use Plan guidance of sections 1.6 and 4.1 by providing infill housing that transitions between the smaller lots within the Buffalo Ranch PUD and Heglar Rd. Should the rezoning to RM-1 be deemed appropriate, the Land Use Plan should be modified to Suburban Neighborhood to reflect the proposed zoning and use.
- The zoning amendment is reasonable and in the public interest as the proposed zoning would allow development of a small infill project which is more consistent with the established development pattern along Heglar Road. The development pattern along Heglar Road is more suburban in nature, as opposed to Rural.



**DATE:** July 20, 2021

**REZONING CASE #:** Z-12-21

**DESCRIPTION:** Zoning Map Amendment  
From Cabarrus County LDR (Low Density Residential) to City of  
Concord RM-1 (Residential Medium Density)

**APPLICANT/OWNER:** Niblock Homes, LLC

**LOCATION:** 2183 Heglar Road

**PIN#s:** 5549-49-9161

**AREA:** +/- 3.366 acres

**ZONING:** Cabarrus County Low Density Residential (LDR)

**PREPARED BY:** Starla Rogers, Planning & Development Manager

**BACKGROUND**

The subject property is located at 2183 Heglar Road, consists of one (1) parcel, and encompasses +/- 3.366 acres, which includes one single family home and outbuildings. Cabarrus County tax records indicate that the home was constructed in 1983.

**HISTORY**

The property was annexed on a voluntary basis (ANX-02-21) with an effective date of June 10, 2021. In accordance with the North Carolina General Statutes, the City has sixty (60) days to apply zoning to the property, or the County zoning will expire. Nibolock Homes, LLC acquired the property in May, 2021.

**SUMMARY OF REQUEST**

The petitioner initially proposed to assemble the property with the adjacent Buffalo Ranch Planned Unit Development (PUD) to the east, but logistical issues have led to a stand-alone rezoning proposal. The applicant proposes RM-1 (Residential Medium Density) zoning, 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 be compatible with and/or similar to the approved lot sizes in the Buffalo Ranch PUD to the east as well as the Bedford Farms PUD Development to the west. If approved, the development would essentially be a small infill project, and access to the property would be via individual driveways on Heglar Road.



The property has a Future Land Use designation of “Rural” which specifies a density of one unit per three acres. Both the Buffalo Ranch and Bedford Farms developments are designated “Rural,” but were approved prior to the adoption of the 2030 Land Use Plan in 2018 and have lot sizes/densities that are more similar to those permitted in the “Suburban Neighborhood” designation. The “Rural” designation does not permit RM-1 zoning as a corresponding zoning district and therefore a Land Use Plan amendment to “Suburban Neighborhood” would be needed to accommodate the proposed zoning. It should be noted that Council was aware of the potential need for a Land Use Plan amendment when the applicant requested annexation.

Properties surrounding the subject parcel are zoned and developed with a variety of zoning districts and predominately residential uses. Adjacent properties on all sides are zoned either Cabarrus County LDR or PUD (Buffalo Ranch and Bedford Farms). These properties are vacant and single family residential. RM-2 zoning is present to the west on the Old Farm subdivision. Approximately 13 acres to the north, on the west side of Heglar Road, is zoned Residential Estate (RE) and is under development by the City as an electric substation.

<b>Existing Zoning and Land Uses (Subject Parcel)</b>					
<b>Current Zoning of Subject Property</b>	<b>Zoning Within 500 Feet</b>		<b>Land Uses(s) of Subject Property</b>	<b>Land Uses within 500 Feet</b>	
Cabarrus County LDR (Low Density Residential)	<b>North</b>	PUD, RE and County LDR	Single Family Residential	<b>North</b>	Single family residential, vacant and planned electric substation
	<b>South</b>	PUD and County LDR		<b>South</b>	Single family residential and vacant
	<b>East</b>	PUD		<b>East</b>	Vacant
	<b>West</b>	PUD and County LDR		<b>West</b>	Single family residential

**COMPLIANCE WITH 2030 LAND USE PLAN**

The 2030 Land Use Plan (LUP) designates the subject property as “Rural.” It should be noted that the development pattern of the adjacent Bedford Farms and Buffalo Ranch PUDs are not consistent with the Rural designation as they were approved prior to the adoption of the 2030 Land Use Plan in 2018. The subject property lies within an area between two PUD projects which were approved with higher density than the “Rural” land use designation would permit. The RM-1 zoning classification is not considered a corresponding zoning classification to the “Rural” Land Use Category and therefore, approval of a rezoning would need to be recommended to City Council for consideration of both the zoning and to amend the Land Use Plan to “Suburban Neighborhood” to allow consideration of RM-1 zoning to permit the type of development consistent with the surrounding properties. Staff has no objection to the rezoning to RM-1 or the modification to the Land Use Plan.

**Rural Land Use Category Details:**

*The intent of the Rural (R) Future Land Use category is to identify a variety of land use types that are representative of working agricultural uses as well as a variety of residential types including,*

*farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” which are designed to preserve open landscape, and traditional buildings, often with a mixture of residential and agricultural/rural-supported commercial uses.*

**Rural Land Use Plan detail and guidance includes:**

**5.2 (General Guidance)**

*Fostering infill and redevelopment. A key element of the city’s character is the combination of traditional neighborhood development patterns and newer, more suburban development patterns. Where compatible, infill and redevelopment should be targeted in key areas that have the infrastructure and community facilities in place to absorb the additional intensity. Infill is most desirable within identified Mixed Use Activity Centers, Village Centers, and Urban Neighborhoods.*

*Ensuring compatibility between neighboring land uses. As the diversity of uses and housing types increases, the potential for incompatibility increases. To maintain compatibility between adjacent uses, the City will need, to ensure that there are seamless transitions between uses which will require a combination of separating certain uses, buffering between uses, and addressing the design, scale, height, orientation and intensity of development as appropriate to the land use transition and the site.*

**Policy Guidance for Objective 1.2:**

- Future Land Use Map Amendments: Prior to amending the Future Land Use Map, make findings that the proposed amendment will:*
  - Be consistent with the Plan goals and objectives;*
  - Be compatible with future land uses for surrounding areas;*
  - Not create a shortage of any category of residential or non-residential land; and*
  - Enhance the overall quality of life in the community.*

**Objective 1.3:** *Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses.*

**Policy Guidance for Objective 1.4:**

- Adjacent Development: Ensure that adjacent development and street networks are designed to safely and compatibly accommodate planned industrial uses and resulting traffic.*

**Policy Guidance for Objective 1.6:**

- Infill Housing: Promote a variety of compatible infill housing types in areas with access to adequate facilities and services.*

**Goal 4:** *Ensure compatibility between neighboring land uses.*

**Objective 4.1:** *Use a combination of land use transitions, intensity gradients, buffering and design to ensure that land use transitions are compatible.*

**Objective 4.2:** *Ensure that industrial and commercial developments are designed to limit encroachment of incompatible traffic, noise, odors and lighting into nearby residential areas.*

**Policy Guidance for Objectives 4.1 to 4.3:**

- **Land Use and Intensity Transitions:** *Zoning use and site development standards should promote a gradient in the type and intensity of uses. For instance, higher density residential development can provide a compatible transition between medium-density residences and neighborhood commercial centers.*
- **Buffers:** *Buffers should be used to screen uses and activities that may detract from the enjoyment of adjacent land uses. Where large buffers are not necessary, the landscape design should soften land use transitions.*

**SUGGESTED STATEMENT OF CONSISTENCY**

- The subject property is approximately 3.366 acres and is zoned Cabarrus County Low Density Residential (LDR).
- The subject property was annexed on June 10<sup>th</sup>, 2021 and accommodates one single family home and outbuildings. The home was constructed in 1983.
- The proposed zoning is inconsistent with the 2030 Land Use Plan (LUP) as RM-1 (Residential Medium Density) is not a corresponding zoning classification to the “Rural” land use category. However, a rezoning to RM-1 would allow infill development to occur in a similar manner to the adjacent properties. The rezoning would further the 2030 Land Use Plan guidance of sections 1.6 and 4.1 by providing infill housing that transitions between the smaller lots within the Buffalo Ranch PUD and Heglar Rd. Should the rezoning to RM-1 be deemed appropriate, the Land Use Plan should be modified to Suburban Neighborhood to reflect the proposed zoning and use.
- The zoning amendment is reasonable and in the public interest as the proposed zoning would allow development of a small infill project which is more consistent with the established development pattern along Heglar Road. The development pattern along Heglar Road is more suburban in nature, as opposed to Rural.

**SUGGESTED RECOMMENDATION AND CONDITIONS**

The staff finds the zoning map amendment inconsistent 2030 Land Use Plan. However, staff has no objections to the petition and should the Planning and Zoning Commission find the rezoning to be appropriate, the Commission should forward the rezoning to City Council and recommend amending the Land Use Plan to “Suburban Neighborhood.”

**PROCEDURAL CONSIDERATIONS**

This particular case is a rezoning, which under the CDO, is “legislative” in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a “Conditional District” no conditions may be applied.

(Please type or print)

Applicant Name, Address, Telephone Number and email address: \_\_\_\_\_  
Niblock Homes, LLC, 759 Concord Pkwy N, Suite 20, Concord, NC 28027 (704) 788-4818  
wniblock@niblockhomes.com

Owner Name, Address, Telephone Number: \_\_\_\_\_  
Randy and Sherry Walter, 2183 Heglar Rd., Concord, NC 28025

Project Location/Address: 2183 heglar Rd., Concord, NC 28025  
P.I.N.: 55494991610000

Area of Subject Property (acres or square feet): 3.366 acres

Lot Width: 495 ft. Lot Depth: 293 ft.

Current Zoning Classification: Cabarrus County LDR

Proposed Zoning Classification: RM - 1

Existing Land Use: Single-Family residential

Future Land Use Designation: Single-Family residential

Surrounding Land Use: North residential South residential  
East residential West residential

Reason for request: to construct new single family homes for sale

Has a pre-application meeting been held with a staff member? yes

Staff member signature:  Date: me/tpc

***Certification***

*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

Date: 5/12/21

Applicant Signature: 

Property Owner or Agent of the Property Owner Signature:  
\_\_\_\_\_

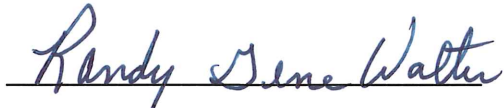
May 12, 2021

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 cursive script that reads "Randy Gene Walter". The signature is written in dark ink and is positioned above a horizontal line.

Randy Gene Walter

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

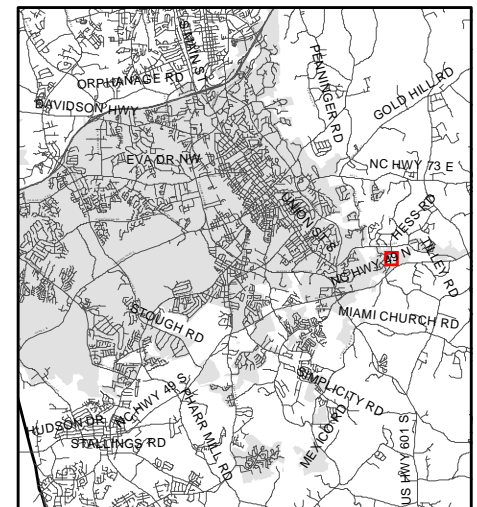
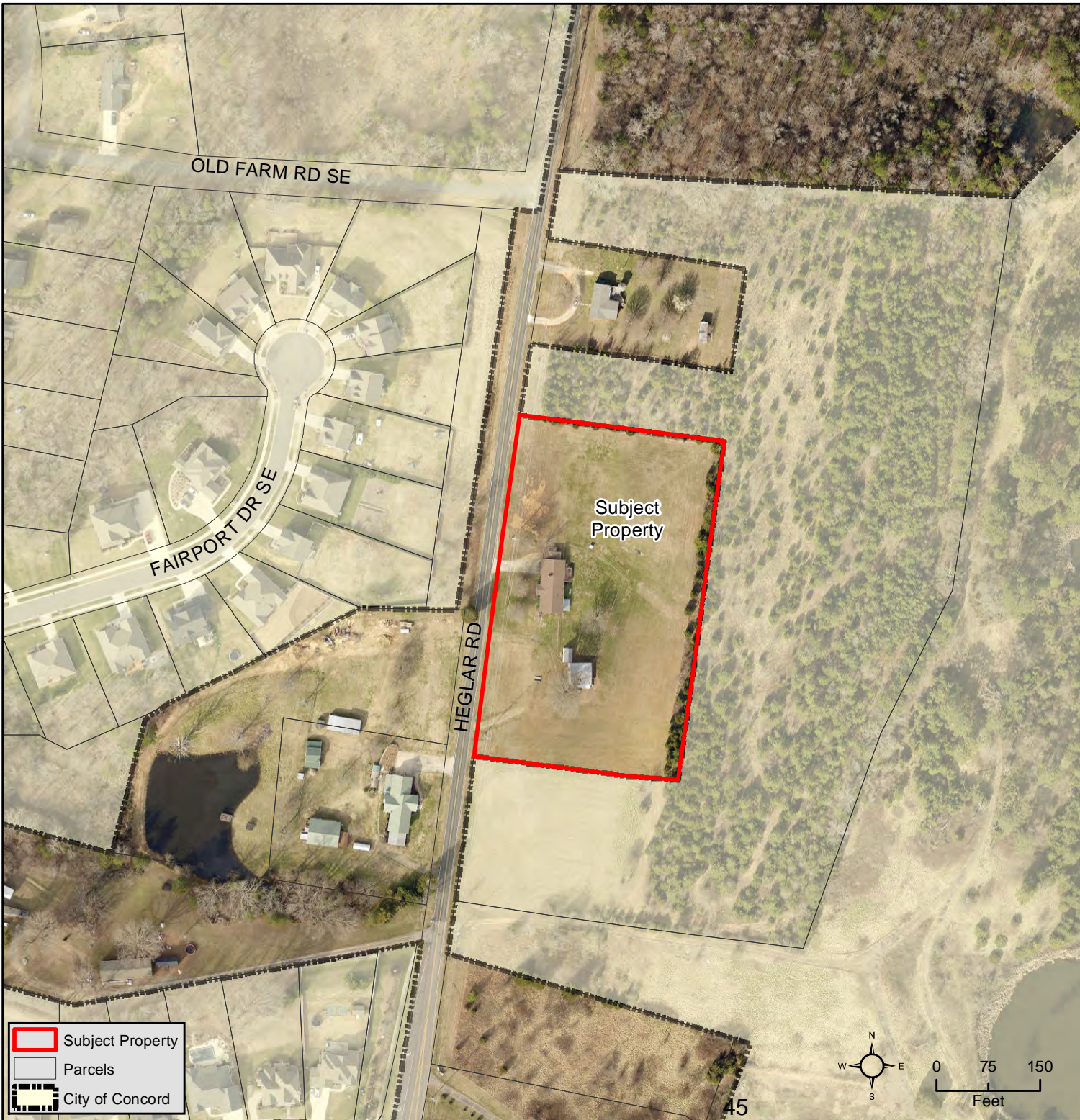
Sherry Yates Walter



**Z-12-21  
Aerial**

**Proposed Zoning Amendment  
Cabarrus County LDR  
(Low Density Residential)  
to Concord RM-1  
(Residential Medium Density)**

2183 Heglar Rd  
PIN: 5549-49-9161



Source: City of Concord  
Planning Department

**Disclaimer**

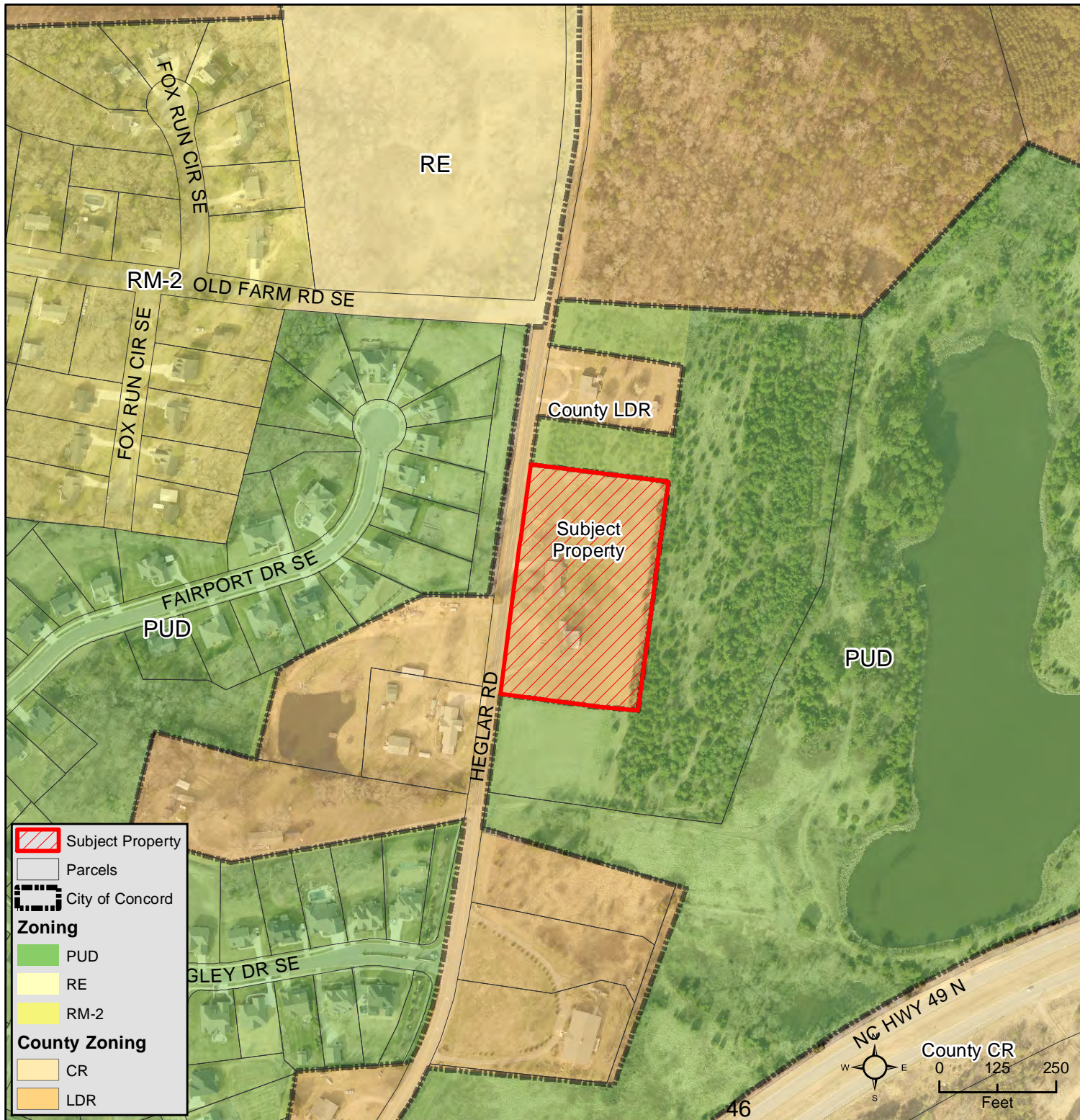
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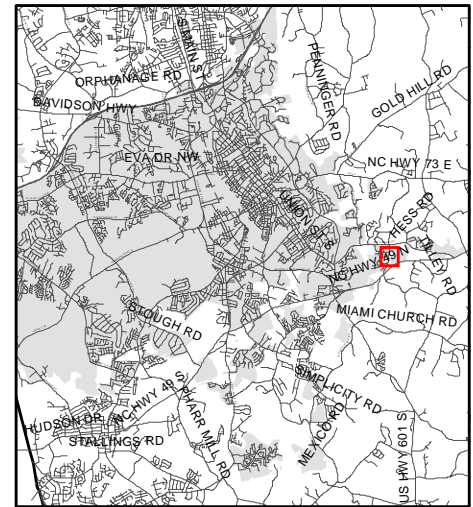
**Z-12-21  
Zoning Map**

**Proposed Zoning Amendment  
Cabarrus County LDR  
(Low Density Residential)  
to Concord RM-1  
(Residential Medium Density)**

2183 Heglar Rd  
PIN: 5549-49-9161



	Subject Property
	Parcels
	City of Concord
<b>Zoning</b>	
	PUD
	RE
	RM-2
<b>County Zoning</b>	
	CR
	LDR



Source: City of Concord  
Planning Department

**Disclaimer**

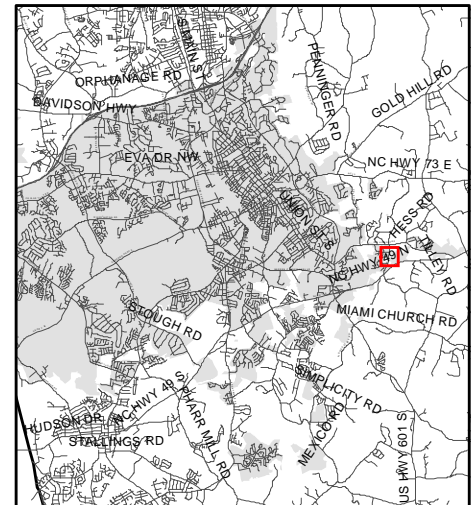
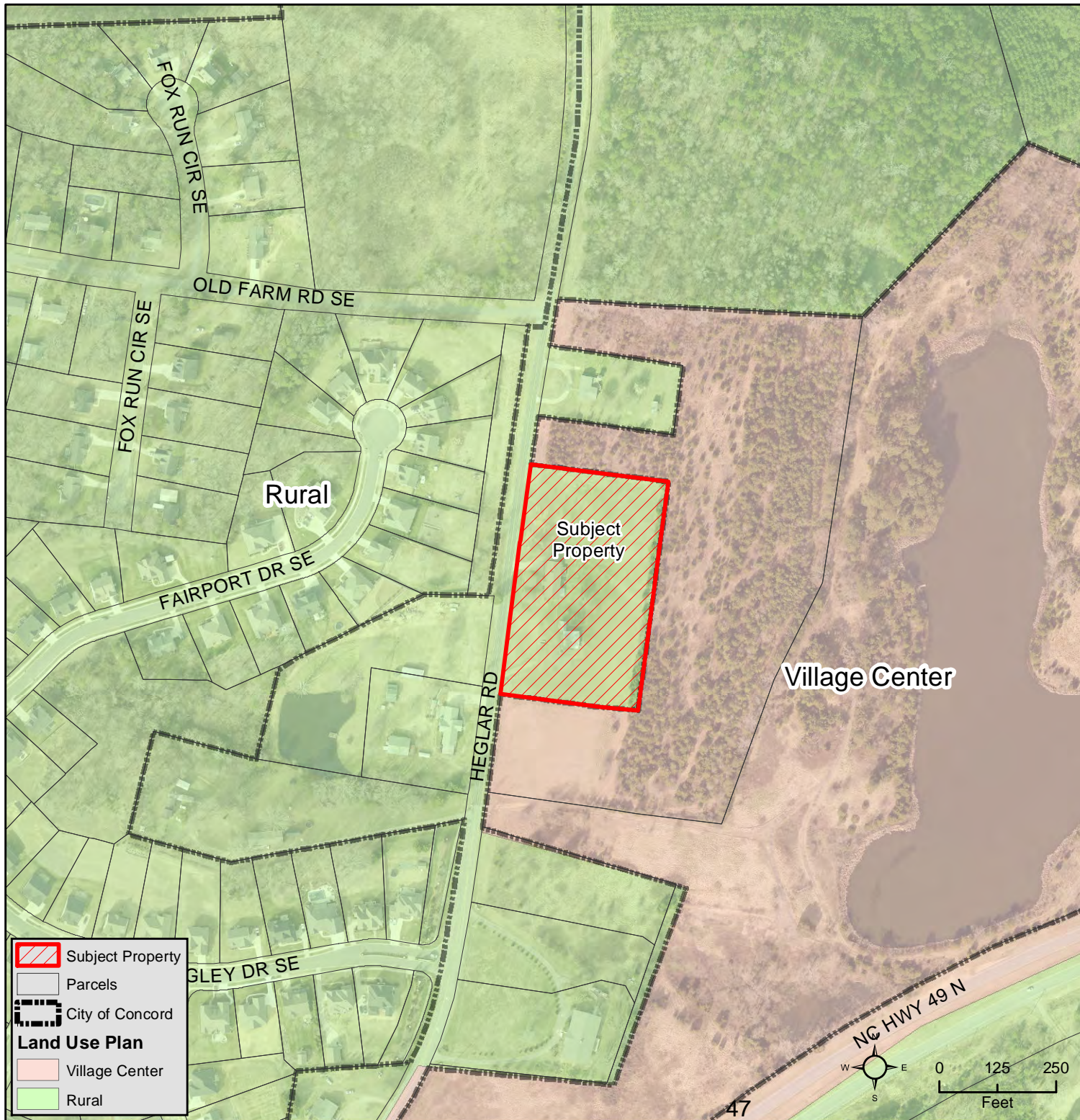
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**Z-12-21  
Land Use Plan**

**Proposed Zoning Amendment  
Cabarrus County LDR  
(Low Density Residential)  
to Concord RM-1  
(Residential Medium Density)**

2183 Heglar Rd  
PIN: 5549-49-9161



Source: City of Concord  
Planning Department

**Disclaimer**

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**MEETING DATE:**

August 12, 2021

**BACKGROUND:**

The Planning and Zoning Commission heard the above referenced petition at their July 20th, 2021 public hearing and acted to approve the request with conditions. An appeal was submitted on July 28<sup>th</sup>, by Mrs. and Mr. Carolyn and Pete Barnhardt and shall now be forwarded to City Council for reconsideration of the rezoning request. Below is the approved Statement of Consistency and three conditions of approval. The full staff report presented to the Planning and Zoning Commission is attached to provide details on the subject request.

**Statement of Consistency Approved by Planning and Zoning:**

- The subject property is approximately 0.64 Acres +/- and is zoned B-1 (Neighborhood Commercial) and RC (Residential Compact).
- The subject property was incorporated into the City Limits sometime between 1882 and 1932 and consists of one (1) parcel of record (5621-30-8773) with a single-family detached house and a portion of a parcel (5621-30-9561) with a parking lot in the portion of the parcel to be developed.
- The proposed RC-CD (Residential Compact Conditional District) zoning classification is considered corresponding to the 2030 Land Use Plan's Civic Institutional and Urban Neighborhood land use categories. Single-family attached dwellings are also an option for infill development within the urban neighborhood future land use category and would further Land Use Plan Objective 1.6 to provide a mix and range of housing options through infill development. The townhomes would be connected by sidewalk to civic uses, medical offices, and neighborhood businesses along McGill Ave. NW.
- The zoning amendment is reasonable and in the public interest because it demonstrates compatibility with the 2030 Land Use Plan as it relates to infill development, ensuring compatibility between neighboring land uses through transitions in land use intensity and buffers, and providing a walkable community between the proposed neighborhood and nearby commercial and civic uses.

**Approved Conditions Approved by Planning and Zoning:**

1. Compliance with the "212 McGill Avenue Concord, NC Preliminary Site Plan" Sheet PP-1 dated 1-26-21 and last revised 7-12-21, limiting the development to 8 single-family attached dwellings at 12.5 dwelling units per acre.
2. Compliance with all minimum requirements relative to landscaping, stormwater, transportation and fire protection
3. Technical site review and approval plan shall be required.



**In Accordance with CDO (Concord Development Ordinance) Section 3.2.4.B:**

*“Any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the action to the City Council. The appeal shall be filed by giving notice in writing to the Administrator as designated by the City Manager within fifteen (15) days of the decision of the Planning and Zoning Commission. The City Council shall place the item on the next available City Council agenda.”*

1. Appellant Name: Carolyn + Pete Barnhardt
2. Appellant Address: 229 McGill Ave NW  
 City: Concord State: NC Zip Code: 28025
3. Appellant Telephone: 754-425-7990
4. Location of Subject Property:  
 (a) Street Address or P.I.Ns: 113 Freeze Ave NW E 212  
McGill Ave NW Concord
5. Project Case Number (Example: Z-00-00): CD-08-21
6. Date of Planning and Zoning Commission Hearing: 7-20-21
7. Description of Appeal (May Be Submitted As An Attachment):

incompatible with sur-  
rounding homes.  
single family housing -

Signature of Appellant(s): Carolyn Barnhardt Date: 7-28-21



**DATE:** July 20<sup>th</sup>, 2021

**DESCRIPTION:** Zoning Map Amendment from City of Concord B-1 (Neighborhood Commercial) and RC (Residential Compact) to RC-CD (Residential Compact Conditional District)

**CASE NUMBER:** Z (CD)-08-21

**APPLICANTS** Lasharee Rogers, Upper Room Outreach Center

**LOCATION:** P/O 212 McGill Ave. NW, 193 Freeze Ave NW

**PARCEL PIN:** PINs P/O 5621-30-9561, 5621-30-8773

**AREA:** +/- 0.64 acres

**ZONING:** Concord B-1 (Neighborhood Commercial) and RC (Residential Compact)

**REPORT PREPARED BY:** Katherine Godwin, Senior Planner

**BACKGROUND**

The subject property is located on the southwestern side of the intersection of Freeze Ave NW and St. James St. NW and is +/- 0.64 acres. It consists of a portion of a parcel (PIN 5621-30-9561, 212 McGill Ave. NW) which contains a church, outreach center, and daycare center. The portion of the parcel where rezoning is being requested is currently a parking lot. The parcel located at 193 Freeze Ave NW (PIN 5621-30-8773) contains a single-family detached house. The parking lot and house would be demolished to construct eight (8) townhomes, a parking lot, and passive common open space.

**HISTORY**

Historic city limit maps show that the subject property was annexed into the City sometime in between 1882 and 1932.

On April 14, 2021 an application was filed to rezone the two parcels from City of Concord B-1 (Neighborhood Commercial) and RC (Residential Compact) to RC-CD (Residential Compact Conditional District) in order to construct (8) townhomes, a parking lot, and passive common open space. The case was advertised for the June 15, 2021 meeting of the Planning and Zoning Commission, but tabled until July 20<sup>th</sup>.

## **SUMMARY OF REQUEST**

The applicant has requested to rezone the subject property from City of Concord B-1 (Neighborhood Commercial) and RC (Residential Compact) to RC-CD (Residential Compact Conditional District) in order to construct (8) townhomes, a parking lot, and passive common open space. Under the current zoning classification, the property zoned RC (+/- 0.142 acres) could have been developed, by right, with up to 2 townhomes at a density of up to 15 dwelling units per acre (DUA) and the residential uses could have been single family detached, single family attached, multifamily/apartment, duplex, triplex, or group living in the form of congregate care senior housing, group home, or a family care home. However, the larger portion of the subject property (+/- 0.498) is zoned B-1 (Neighborhood Commercial) and only multifamily, congregate care senior housing, a group home, a homeless shelter, or social service institution would have been permitted in terms of housing. Therefore, the applicant has requested to combine the parcels and rezone to RC-CD (Residential Compact Conditional District) in order to build the townhomes. As a conditional district the applicant has submitted conditions, and an associated site plan, to limit the uses and design of the site.

According to the site plan, submitted as a condition of rezoning, the proposal would be limited to eight (8) new townhome units (approximately 1,366 SF each), divided between two (2) structures. The overall density of the project would be 12.5 DUA. Parking for the townhomes would come in the form of a shared parking lot accessed from Freeze Ave NW which meets parking requirements for the development. An additional shared parking lot accessible from St. James St. NW with 14 parking spaces could be used for visitor parking, although this is not part of the rezoning.

The front setback is 20' from the front property line and a concrete walkway would connect each townhome entrance to the public sidewalk in front of each unit and the sidewalk would connect into the parking lot. The sidewalk would be back of curb and the planting strip would be within the front yard. A proposed 5' Public Utility Easement is shown along the perimeter of the parcel behind the sidewalk and along the adjacent parking lot and parcels to the south and west.

Required open space for the RC zoning district is a minimum of 12% or 0.0768 acres. Under the current conditional district proposal, the applicant has provided for a minimum of 0.31 acres in the form of passive greenspace behind the townhomes.

In addition to the open space, the site plan provides for a 15' Class B buffer along the southern property line of the development and an 8' Class B buffer along the western property line.

The site plan has been reviewed by all applicable City departments and no outstanding issues have been left unresolved.

Existing Zoning and Land Uses					
Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses Within 500 Feet	
B-1 (Neighborhood Commercial) and RC (Residential Compact)	North	RV (Residential Village)	Single Family Detached, Parking Lot	North	Single Family Detached, Duplexes
	East	B-1 (Neighborhood Business), RC (Residential Compact)		East	Medical Office, Single Family Detached
	South	RC (Residential Compact)		South	Single Family Detached
	West	B-1 (Neighborhood Business), RC (Residential Compact)		West	Single Family Detached, Businesses

**COMPLIANCE WITH 2030 LAND USE PLAN**

The 2030 LUP designates the subject property as a “*Civic Institutional*” for 212 McGill and “*Urban Neighborhood*” for 193 Freeze Ave. NW for which the RC (Residential Compact) and conditional district variations are considered corresponding zoning districts to the land use category.

**From the 2030 Land Use Plan- “Civic/Institutional” (CI)**

*Uses in this future land use category include public facilities, public and private schools, places of worship, cemeteries and other community gathering facilities.*

**From the 2030 Land Use Plan- “Urban Neighborhood” (UN)**

*The Urban Neighborhood (UN) Future Land Use category includes a mix of moderate- to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete and comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at the edges of urban neighborhoods may support neighborhood- and community-serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety. Non-residential and multi-family uses are typically developed with minimal street setbacks in the urban neighborhood future land use category.*

The following goals, objectives and policy guidance relate to the proposed zoning amendment.

**Goal 1:** *Maintain a sustainable balance of residential, commercial, and industrial land uses.*

*Objective 1.6: Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.*

- **Infill Housing:** *Promote a variety of compatible infill housing types in areas with access to adequate facilities and services.*
- **Housing Balance:** *Ensure that zoning allows for a mix of housing types at a variety of prices to meet the demands of existing and future residents.*
- **Mixed-Density Housing:** *Foster a compatible mix of higher density housing types at different densities within mixed-use activity centers and village centers.*

**Goal 4:** *Ensure compatibility between neighboring land uses*

*Objective 4.1: Use a combination of land use transitions, intensity gradients, buffering, and design to ensure that land use transitions are compatible.*

*Policy Guidance for Objectives 4.1 to 4.3:*

- **Land Use and Intensity Transitions:** *Zoning use and site development standards should promote a gradient in the type and intensity of uses. For instance, higher density residential development can provide a compatible transition between medium-density residences and neighborhood commercial centers.*
- **Buffers:** *Buffers should be used to screen uses and activities that may detract from the enjoyment of adjacent land uses. Where large buffers are not necessary, the landscape design should soften land use transitions;*
- **Building and Site Design Standards:** *Where land use transitions are necessary to support a walkable mix of uses or housing types, a variety of development standards should ensure that the location, scale, height and orientation of buildings and site improvements provide for compatible transitions.*

#### **SUGGESTED STATEMENT OF CONSISTENCY**

- The subject property is approximately 0.64 Acres +/- and is zoned B-1 (Neighborhood Commercial) and RC (Residential Compact).
- The subject property was incorporated into the City Limits sometime between 1882 and 1932 and consists of one (1) parcel of record (5621-30-8773) with a single-family detached house and a portion of a parcel (5621-30-9561) with a parking lot in the portion of the parcel to be developed.

- The proposed RC-CD (Residential Compact Conditional District) zoning classification is considered corresponding to the 2030 Land Use Plan’s Civic Institutional and Urban Neighborhood land use categories. Single-family attached dwellings are also an option for infill development within the urban neighborhood future land use category and would further Land Use Plan Objective 1.6 to provide a mix and range of housing options through infill development. The townhomes would be connected by sidewalk to civic uses, medical offices, and neighborhood businesses along McGill Ave. NW.
- The zoning amendment is reasonable and in the public interest because it demonstrates compatibility with the 2030 Land Use Plan as it relates to infill development, ensuring compatibility between neighboring land uses through transitions in land use intensity and buffers, and providing a walkable community between the proposed neighborhood and nearby commercial and civic uses.

**SUGGESTED RECOMMENDATION AND CONDITIONS**

The staff finds the request consistent with the 2030 Land Use Plan. The plan also meets the requirements of the Concord Development Ordinance. Because this petition is a parallel conditional district request, the Commission, should they decide to approve the request, may, according to Section 3.2.8.E of the CDO, suggest **“reasonable additional conditions or augment those already provided 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.”**

In the event that the Commission approve the petition, staff recommends the following conditions:

1. Compliance with the “212 McGill Avenue Concord, NC Preliminary Site Plan” Sheet PP-1 dated 1-26-21 and last revised 7-12-21, limiting the development to 8 single-family attached dwellings at 12.5 dwelling units per acre.
2. Compliance with all minimum requirements relative to landscaping, stormwater, transportation and fire protection
3. Technical site review and approval plan shall be required.

**PROCEDURAL CONSIDERATIONS**

This particular case is a rezoning to a conditional district, which under the CDO, is “legislative” in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing.



1577 Edenton St. NW Concord, NC 28028  
704-796-6753 " " Myakevin1@icloud.com

Owner Name, Address, Telephone Number: Lasharee Rogers  
1577 Edenton St. NW Concord, NC 28027  
704-796-6753

Project Location/Address: 193 Freeze Ave NW and 212 McGill Ave NW, Concord, NC 28025

P.I.N.: P/05621-30-9561-0000 / 5621-30-8773-0000

Area of Subject Property (acres or square feet): 0.64 Acres

Lot Width: \_\_\_\_\_ Lot Depth: \_\_\_\_\_

Current Zoning Classification: BI + RC <sup>(u)</sup>

Proposed Zoning Classification: RC-CD

Existing Land Use: Commercial

Future Land Use Designation: RC-CD

Surrounding Land Use: North RV South BI

East BI West RC

Reason for request: Providing residential housing.  
Building town-homes.

Has a pre-application meeting been held with a staff member? Yes

Staff member signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICATIONS NOT COMPLETED BY THE PUBLISHED APPLICATION DEADLINE WILL NOT BE CONSIDERED.**

**Required Attachments / Submittals:**

1. Typed metes and bounds description of the property (or portion of property). A recorded deed is sufficient, if the deed contains a separate description of the property to be rezoned. If the property contains multiple tracts, deeds shall be provided describing each tract or multiple tracts.
2. Cabarrus County Land Records printout of names and addresses of all immediately adjacent landowners, including any directly across the street.
3. If applicable, proof of a neighborhood meeting (signature page) or receipt from certified letters mailed to adjoining property owners if project increases density or intensity (See Section 3.2.3). Staff will provide further information on this requirement during the required pre-application meeting.
4. Money Received by [Signature] Date: 4/19/21  
Check # 1845 Amount: \$ 800.00 (Conditional) or \$600 (Conventional)  
Cash: \_\_\_\_\_

**The application fee is nonrefundable.**

(Please type or print)

Applicant Name, Address, Telephone Number and email address: Lashanee Rogers

**THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY**

(Please type or print)

1. List the Use(s) Proposed in the Project:

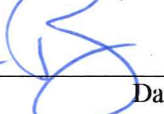
Building townhomes - 8 units

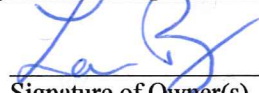
2. List the Condition(s) you are offering as part of this project. Be specific with each description.

(You may attach other sheets of paper as needed to supplement the information):

Compliance with 212 McGill Ave. Site plan.

I make this request for Conditional district zoning voluntarily. The uses and conditions described above are offered of my own free will. I understand and acknowledge that if the property in question is rezoned as requested to a Conditional District the property will be perpetually bound to the use(s) specifically authorized and subject to such conditions as are imposed, unless subsequently amended as provided under the City of Concord Development Ordinance (CDO). All affected property owners (or agents) must sign the application.

Lashore  4/14/21  
Signature of Applicant Date

LaB  4/14/21  
Signature of Owner(s) Date



**Certification**

*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

Date: 4/14/21

Applicant Signature: Lashae [Signature]

Property Owner or Agent of the Property Owner Signature: Lashae [Signature]

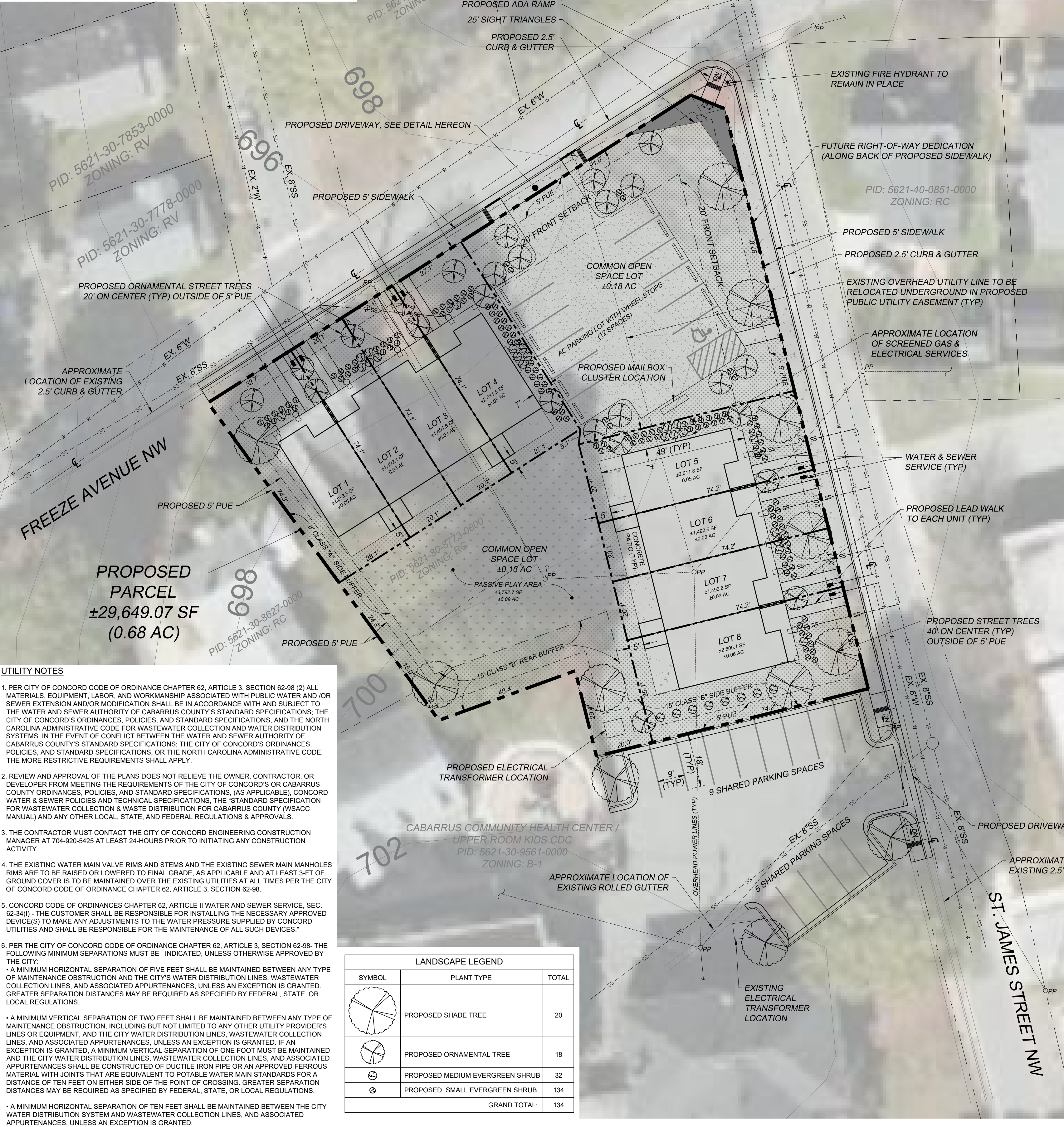


LEGAL DESCRIPTION: PROPOSED PARCEL IS A PORTION OF UPPER ROOM PROPERTIES UNLIMITED (DEED BOOK 12772 PAGE 0106).

BEGINNING AT P.K. NAIL IN THE PAVEMENT SOUTHWEST INTERSECTION EDGE OF FREEZE AVE; THENCE WITH THE WESTERN EDGE OF ST. JAMES AVENUE S. 13-58-04 E. 211.81' TO A POINT; THENCE CROSSING WEST THROUGH UPPER ROOM UNLIMITED PARCEL (DEED BOOK 12772 PAGE 0106), (5) LINES AS FOLLOWS: (1) S. 76-01-56 W. 99.17' TO A POINT; (2) N. 13-58-04 W. 29.44' TO A POINT; (3) S. 65-59-44 W. 48.43' TO A POINT; (4) N. 35-50-32 W. 12.32' TO AN EXISTING IRON PIN; (5) FROM EXISTING IRON PIN TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LASHREE ROGERS (DEED BOOK 14173 PAGE 0129) N. 35-50-32 W. 15.01' THENCE CONTINUING ACROSS THE SOUTH PROPERTY LINE OF LASHREE ROGERS (DEED BOOK 14173 PAGE 0129) TO AN IRON PIN N. 55-18-07 E. 57.08', THENCE ALONG THE EAST PROPERTY OF LASHREE ROGERS (DEED BOOK 14173 PAGE 0129) TO AN IRON PIN BESIDE A POWER POLE N. 31-37-14 W. 101.31', THENCE ALONG THE SOUTH SIDE OF FREEZE AVE NW TO THE POINT OF BEGINNING N. 57-26-19 E. 142.27' CONTAINING +/- 0.54 ACRES.

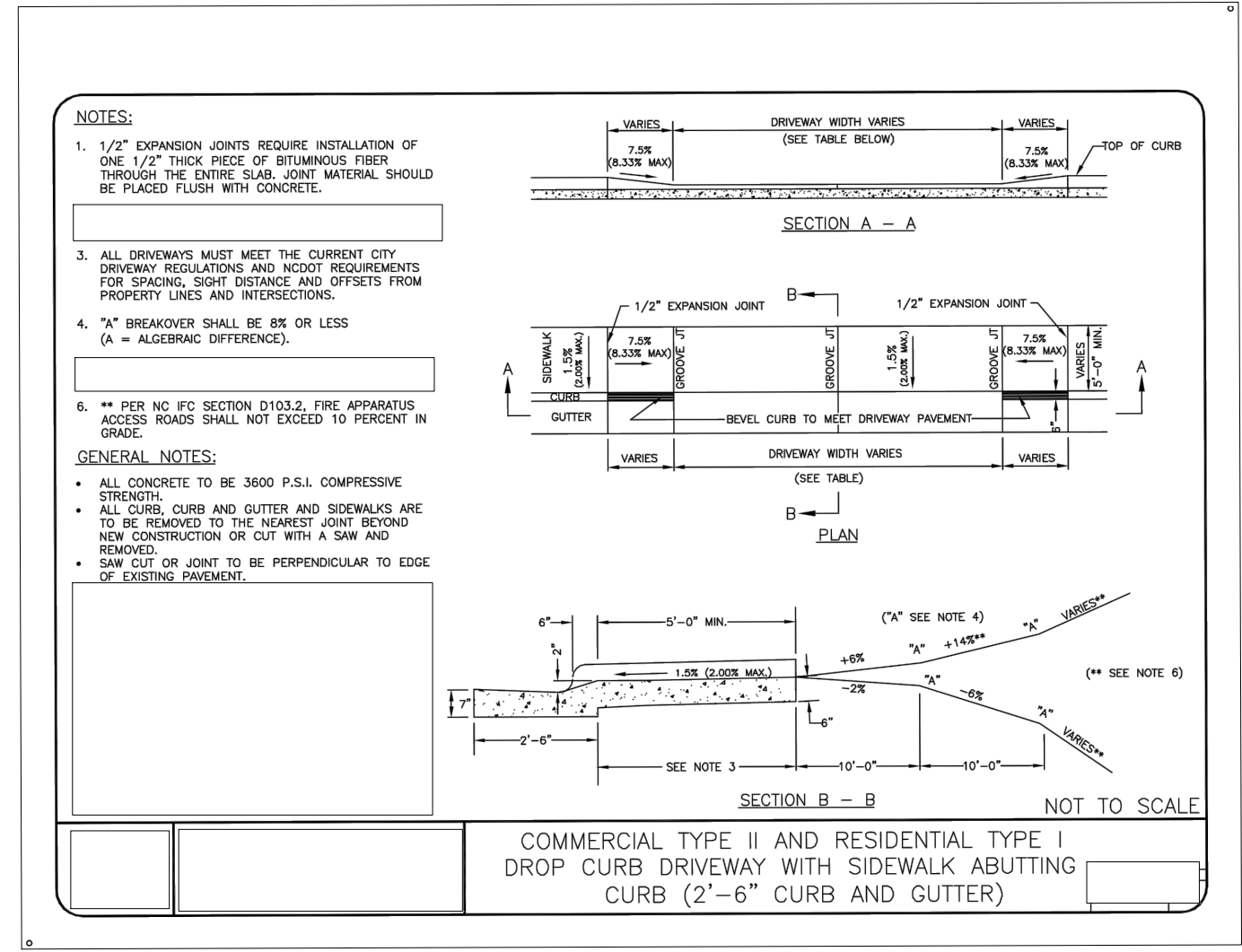
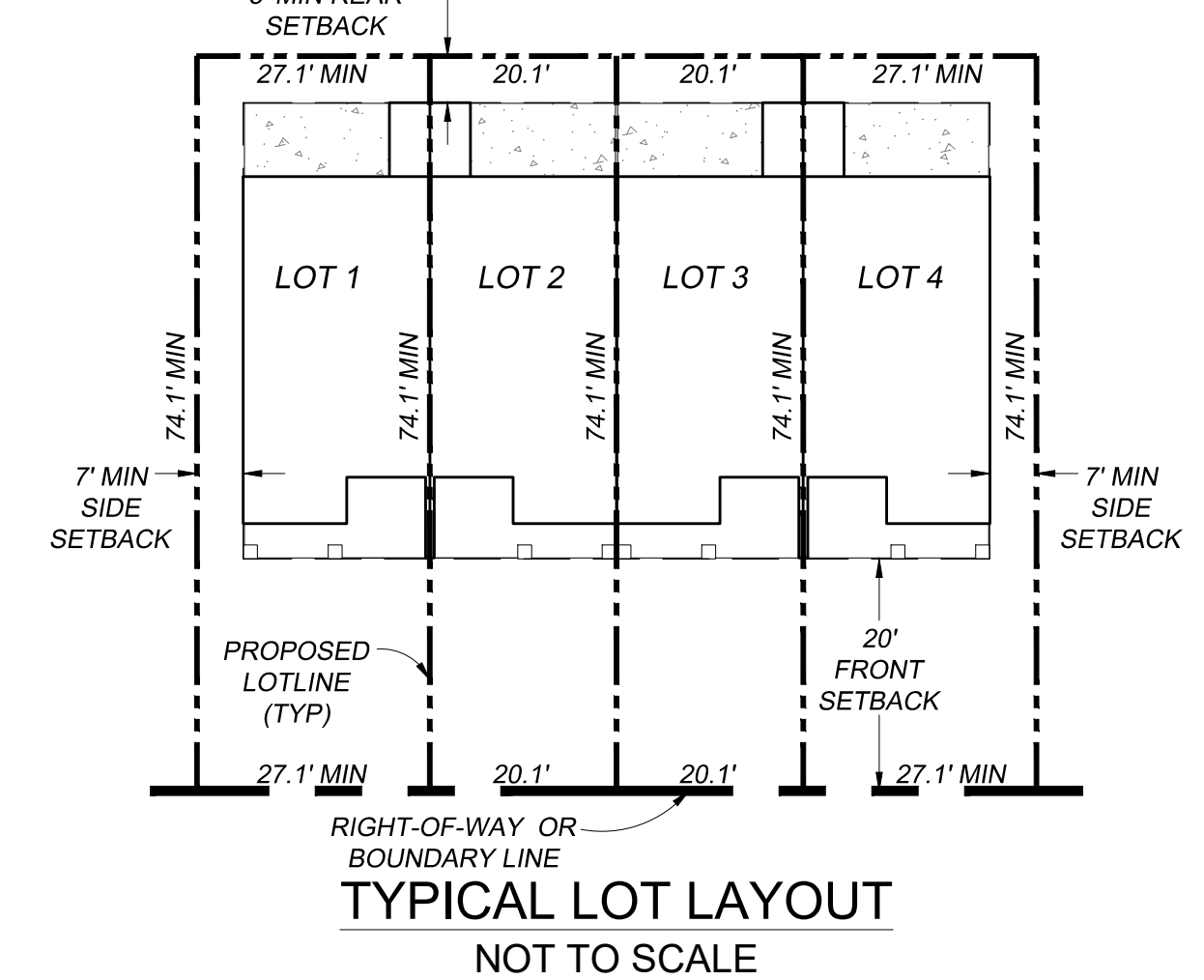
LEGAL DESCRIPTION: LASHREE ROGERS (DEED BOOK 14173 PAGE 0129).

BEGINNING AT IRON PIN NEAR POWER POLE ON SOUTH SIDE OF FREEZE AVE NW THENCE ALONG THE WESTERLY PROPERTY LINE OF UPPER ROOM UNLIMITED PARCEL (DEED BOOK 12772 PAGE 0106) TO AN IRON PIN S. 31-37-14 E. 101.31', THENCE TO AN IRON PIN BESIDE WOODEN FENCE, S. 55-18-07 W. 57.08', THENCE TO AN IRON PIN BEHIND RETAINING WALL ON THE SOUTH SIDE OF FREEZE AVE NW, N. 36-03-50 W. 103.79', THENCE ALONG THE SOUTH SIDE OF FREEZE AVE TO THE POINT OF BEGINNING, N. 57-35-08 E. 65.05' CONTAINING +/- 0.14 ACRES.



**PROPOSED TOWNHOME UNITS**

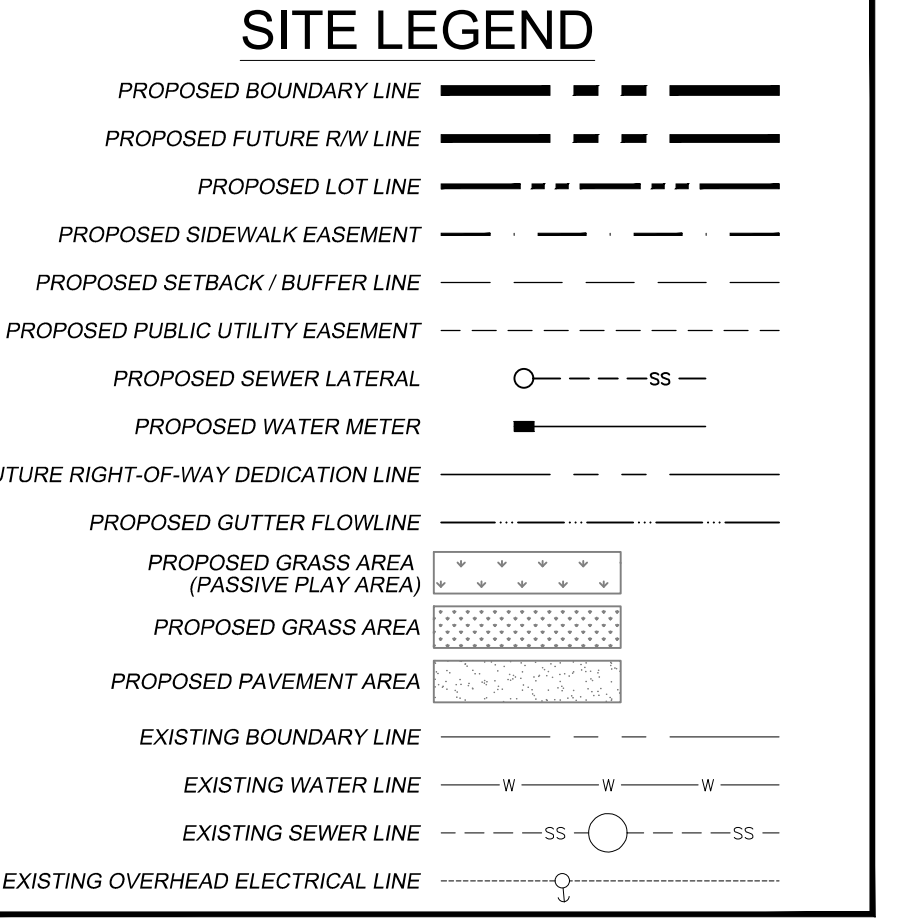
NOT TO SCALE  
APPROXIMATE SQUARE FOOTAGE PER UNIT = 1,366 SF  
SEE PRELIMINARY ARCHITECTURAL PLANS FOR MORE DETAILS



**SITE DATA**

PARCEL ID (PIN):	5621-40-9561-0000 & 5621-30-8773-0000
PROPOSED PARCEL AREA:	±29,649.07 SF (0.68 AC)
EXISTING ZONING:	B-1 (NEIGHBORHOOD COMMERCIAL) RC (RESIDENTIAL COMPACT)
PROPOSED ZONING:	RC-CD (RESIDENTIAL COMPACT CONDITIONAL DISTRICT)
PROPOSED USE:	SINGLE FAMILY ATTACHED 8 TOWNHOMES (4 UNITS PER BUILDING)
PROPOSED BUILDINGS:	2-STORY 1,366 SF PER UNIT (SEE PRELIMINARY FLOOR PLANS)
PROPOSED PARKING:	PARKING REQUIRED ±14 SPACES PER UNIT PARKING PROVIDED: 11 SPACES, 1 ADA SPACE (12 TOTAL)
REQUIRED SETBACKS:	FRONT SETBACK: 20' REAR SETBACK: 5' SIDE SETBACK: 7'
REQUIRED BUFFERS:	FRONT: N/A REAR: 15' CLASS "B" BUFFER SIDE: 8' CLASS "B" BUFFER
EXISTING IMPERVIOUS AREA:	±19,786.2 SF (71% WITHIN BOUNDARY)
PROPOSED IMPERVIOUS AREA:	±13,760.09 SF (62% WITHIN BOUNDARY)
OPEN SPACE REQUIRED:	0.14 AC (20% WITHIN BOUNDARY)
OPEN SPACE PROVIDED:	±0.36 AC (53% WITHIN BOUNDARY)
PROPOSED STORM SYSTEM:	PUBLIC (CITY OF CONCORD)
PROPOSED WATER SYSTEM:	PUBLIC (CITY OF CONCORD)
PROPOSED SEWER SYSTEM:	PUBLIC (CITY OF CONCORD)
PROPOSED POWER SYSTEM:	PUBLIC (CITY OF CONCORD)

- NOTES:**
- THE BOUNDARY AND EXISTING TOPOGRAPHIC INFORMATION SHOWN WAS OBTAINED FROM CABARRUS COUNTY GIS DATA SETS.
  - BUILDING FOOTPRINTS ARE PRELIMINARY. THE PROPOSED BUILDINGS ARE INTENDED TO BE TWO STORY WITH AN APPROXIMATE TOTAL OF 1,366 SF PER TOWNHOME UNIT. SEE PRELIMINARY ARCHITECTURAL PLANS PROVIDED BY MOORE ARCHITECTS.
  - REAR PATIO SHALL BE A CONCRETE PAD AS SHOWN.
  - PROPOSED IMPERVIOUS AREA INCLUDES STRUCTURES, PARKING, AND PATIO, WITHIN THE BOUNDARY LIMITS.
  - PROPOSED SETBACKS AND BUFFERS SHOWN ARE PER ARTICLES 5 AND 11 OF THE CITY OF CONCORD DEVELOPMENT ORDINANCE FOR RESIDENTIAL COMPACT (RC) ZONING.
  - THE PROPOSED DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE BUFFER PLANTING REQUIREMENTS FOR THE PROPOSED ZONING. SOD SHALL BE PLACED IN ALL OTHER OPEN SPACE AREAS AS SHOWN.
  - ALL EXISTING ELECTRICAL LINES ON SITE SHALL BE RELOCATED WITHIN PROPOSED PUBLIC UTILITY EASEMENT.
  - EACH UNIT SHALL HAVE ITS OWN WATER METER AND SEWER SERVICE CONNECTION TO PUBLIC UTILITY MAINS.
  - EACH UNIT SHALL BE ON ITS OWN INDIVIDUAL LOT AS SHOWN.
  - THE REMAINING OPEN SPACE SHALL BE MAINTAINED BY THE DEVELOPER OR ASSIGNED PROPERTY MANAGEMENT COMPANY.
  - MAXIMUM BUILDING HEIGHT OF PROPOSED BUILDINGS IS ±24.4 FEET.
  - PROPOSED PATIOS SHALL BE A MINIMUM OF 5 FEET SETBACK FROM PROPOSED REAR PROPERTY LINE.
  - ANY SIGNS ON THE PROPERTY WILL ABIDE BY ARTICLE 12 OF THE C.D.O.
  - THE PROPOSED ELECTRICAL TRANSFORMER LOCATION IS TENTATIVE. THE FINAL LOCATION WILL BE SHOWN ON THE FINAL CONSTRUCTION DRAWINGS.
  - THE PROPOSED REMAINING COMMON OPEN SPACE LOT LABELED "PASSIVE PLAY AREA" SHALL BE PLAY AREA GRADED AS FLAT AS PRACTICAL, AND TOPPED WITH SOD, AND SHALL BE MAINTAINED BY THE DEVELOPER OR ASSIGNED PROPERTY MANAGEMENT COMPANY.
  - EACH UNIT SHALL BE SEPARATED WITH FIRE WALLS AND SHALL BE 1,366 SF PER UNIT.



**CERTIFICATE OF SITE PLAN APPROVAL**

BY AUTHORITY OF THE CITY OF CONCORD DEVELOPMENT REGULATIONS, THIS SITE PLAN IS HEREBY APPROVED.

DATE \_\_\_\_\_ DEVELOPMENT SERVICES DIRECTOR

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING

**CDM+R**  
ENGINEERING - PLLC  
8331 McClure Circle  
Charlotte, North Carolina 28216  
(803) 431-6948 - NC FIRM P-1690

WILLIAMS LAND DESIGN & DEVELOPMENT, LLC  
10728 ALVARADO WAY  
CHARLOTTE, NC 28277  
TEL: 704-858-7811  
E: kwdesign40@gmail.com  
www.williamslanddesign.com

NO.	DATE	BY	ISSUE
1	3-2-2021	KEW	ADDRESSED 1ST ROUND TRC COMMENTS
2	4-6-2021	KEW	NEW SITE REVISION PER TRC COMMENTS
3	4-6-2021	KEW	NEW FREEZE TRENCH TO BE ORNAMENTAL @ 20' O.C. PER CITY COMMENTS
4	4-6-2021	KEW	NEW CHANGED TO INDIVIDUAL LOTS & SEPARATE WATER SEWER PER CITY COMMENTS
5	6-14-2021	KEW	NEW UPDATED SWATCH PLAN PER ROUND OF STAFF COMMENTS
6	6-14-2021	KEW	NEW UPDATED SWATCH PLAN PER ROUND OF STAFF COMMENTS
7	6-29-2021	KEW	NEW MOVED SIDEWALK TO BACK OF CURB PER CITY COMMENTS AND VARIANCE
8	7-2-2021	KEW	NEW MOVED SIDEWALK TO BACK OF CURB PER CITY COMMENTS AND VARIANCE
9	7-19-2021	KEW	UPDATED SQUARE FOOTAGE OF BUILDINGS PER CITY COMMENTS

LOCATION: 212 MCGILL AVENUE CONCORD, NC

PREPARED FOR: UPPER ROOM OUTREACH INTERNATIONAL CONCORD, NC

**PRELIMINARY SITE PLAN**

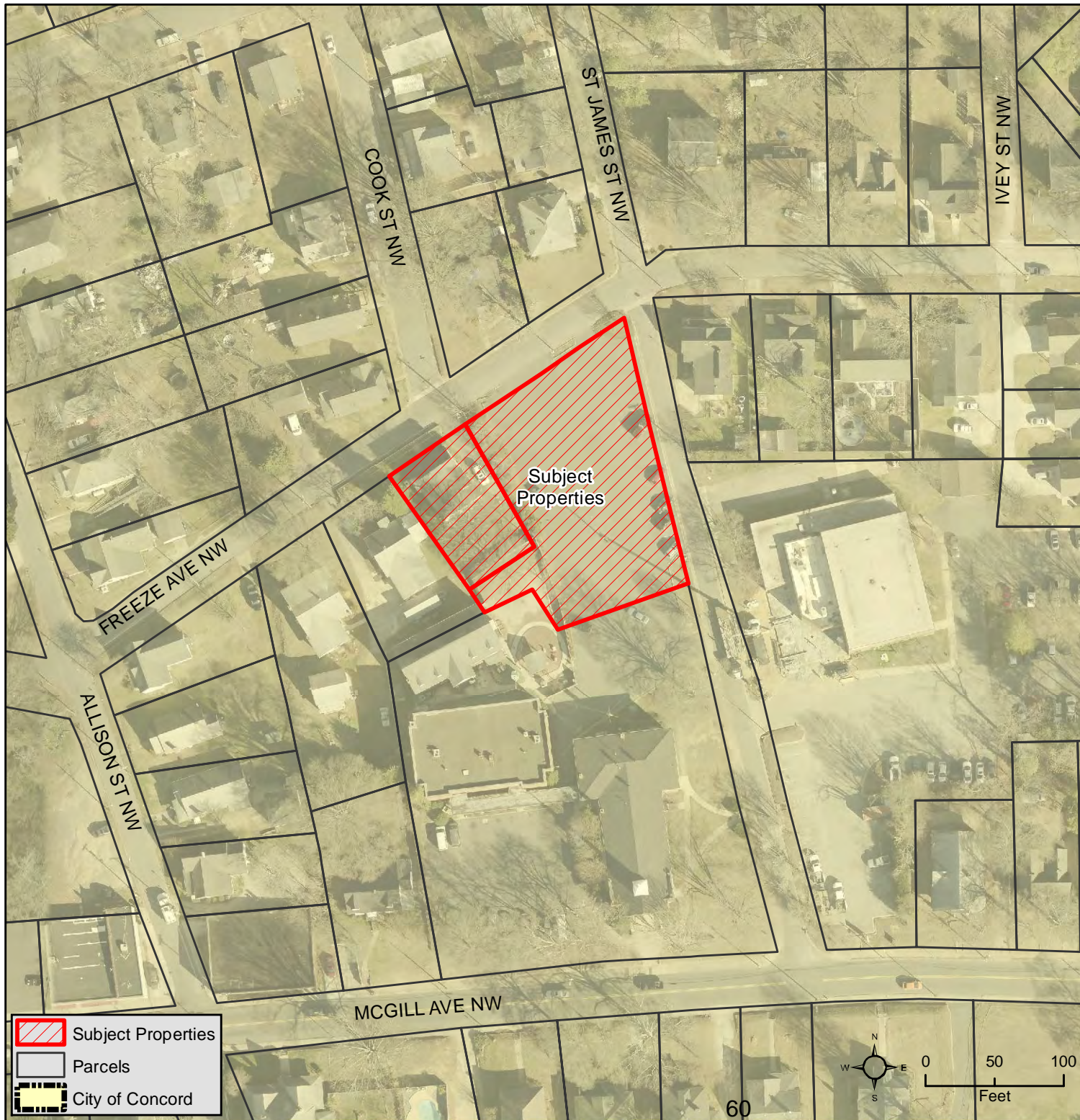
CHECKED BY: KEW  
DRAWN BY: KEW  
DATE: 1-26-2021  
DESIGNED BY: KEW  
AS SHOWN



JULY 12, 2021

SHEET PP-1



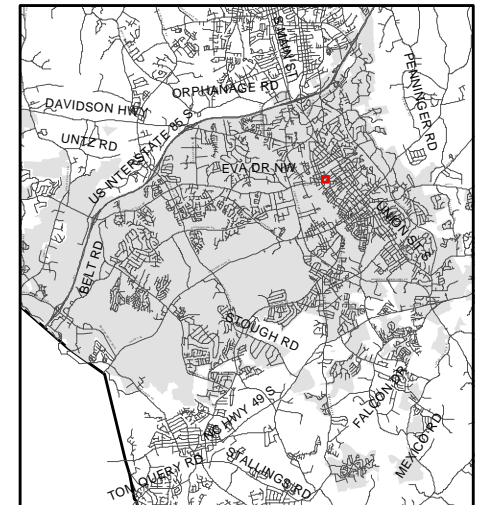


**Z(CD)-08-21  
Subject Property**

**Townhome Project**

**Proposed Zoning Amendment  
B1 (Neighborhood Commercial) &  
RC (Residential Compact)  
to  
RC-CD (Residential Compact -  
Conditional District)**

Freeze Ave NW & St. James St NW  
PINs p/o 5621-30-9561 & 5621-30-8773



Source: City of Concord  
Planning Department

**Disclaimer**

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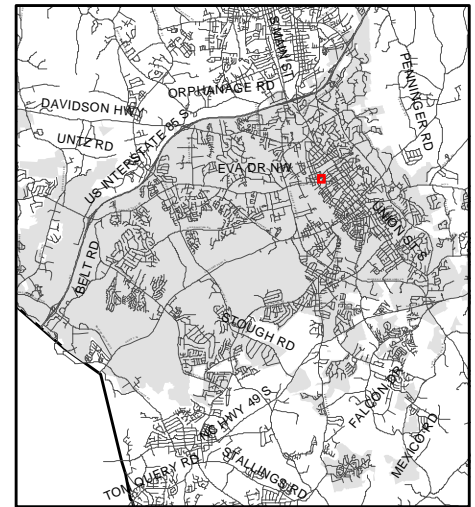


**Z(CD)-08-21  
Zoning**

**Townhome Project**

**Proposed Zoning Amendment  
B1 (Neighborhood Commercial) &  
RC (Residential Compact)  
to  
RC-CD (Residential Compact -  
Conditional District)**

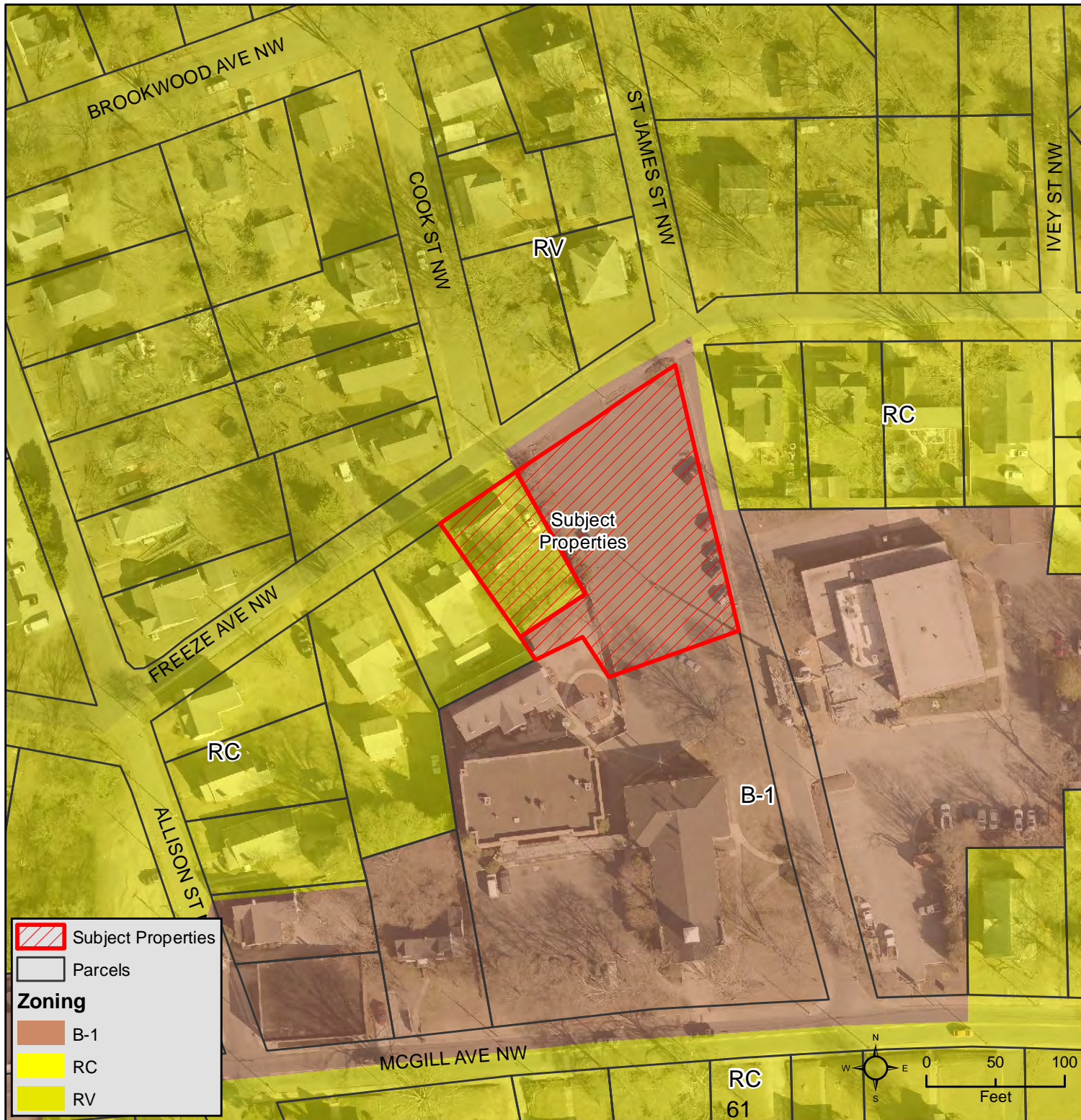
Freeze Ave NW & St. JamesSt NW  
PINs p/o 5621-30-9561 & 5621-30-8773



Source: City of Concord  
Planning Department

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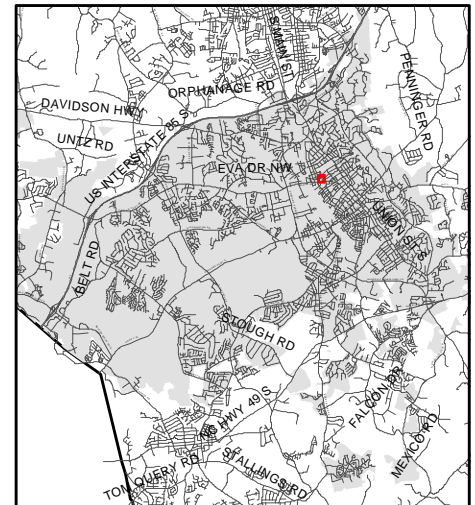
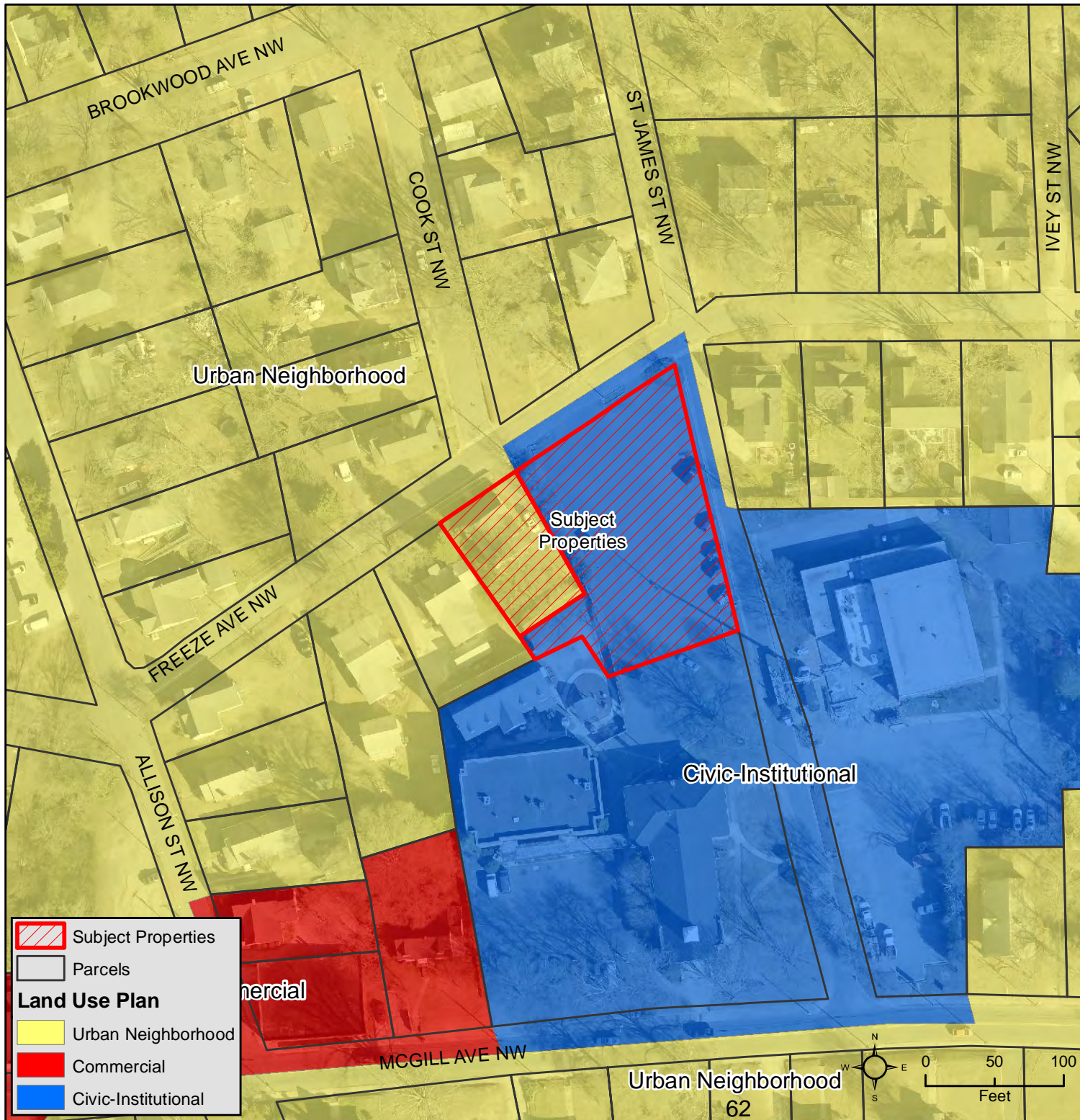


**Z(CD)-08-21  
Land Use Plan**

**Townhome Project**

**Proposed Zoning Amendment  
B1 (Neighborhood Commercial) &  
RC (Residential Compact)  
to  
RC-CD (Residential Compact -  
Conditional District)**

Freeze Ave NW & St. James St NW  
PINs p/o 5621-30-9561 & 5621-30-8773



Source: City of Concord  
Planning Department

**Disclaimer**

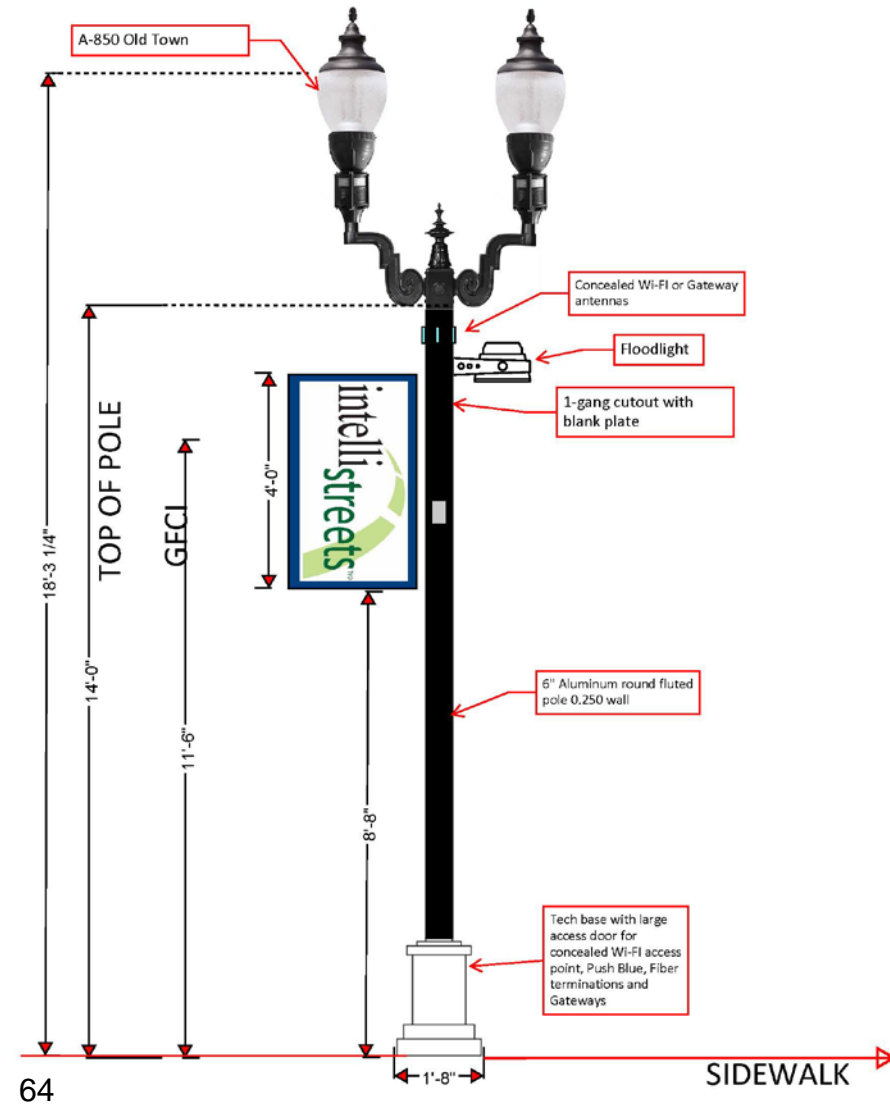
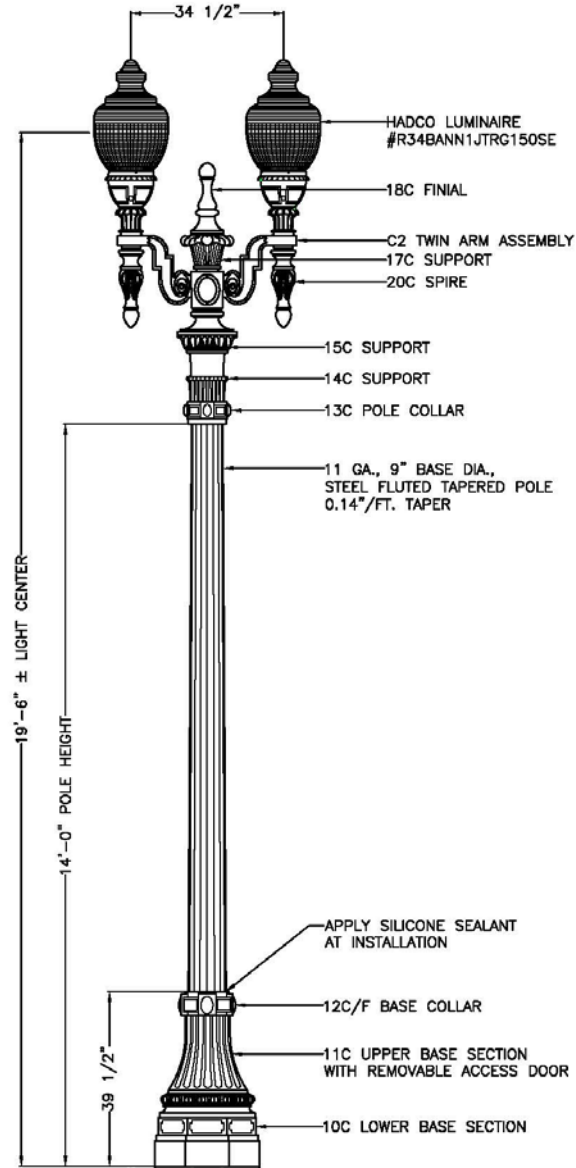
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**UNION STREETScape IMPROVEMENTS PROJECT**  
**ILLUMINATING CONCEPTS INC, LLC – INTELLISTREETS™©**  
**City Council Regular Session: Thursday – August 12<sup>th</sup>, 2021**

# EXISTING LIGHT POLES VS. INTELLISTREETS SMART LIGHT POLES



# PURCHASING DIRECT FROM MANUFACTURER

- Intellistreets purchasing policy is to recognize cities that contact Intellistreets directly as a direct-sale customer.
- Ongoing system deployments, systems added in stages, are best managed by a direct relationship, where the communication is direct.



# UNIQUE AND PATENTED ADVANTAGES OF INTELLISTREETS

- Only system to have **wireless audio communications**. A patented synchronization system allows music and announcements to be echo-free
- **No speaker wires, amplifiers, mixers, or source players necessary**
- Only system to **conceal Wi-Fi** in the base of the pole and **conceal antennas** by an invisible patent pending printed circuit board antenna
- Only system to have **multi-colored indicator LEDs** for traffic notification, sequential strobing for evacuation routing, and parade/holiday lighting occasions (patented)
- Only system to have a **wireless color adjustable flood-light control** (patented)
- Only system to have **wireless switched receptacle control**
- The **thinnest LED banners** in the industry – ten years in development
- A complete set of sensors are available with the **software integrated in the User Interface**. A unique “one pane of glass” software package.



# INTELLISTREETS LIST OF PATENTS

	PATENT NAME - DATE	STATUS	PATENT #	ISSUE DATE	APPLICATION #
2	TRACK LIGHTING SYSTEM AND LIGHTING TRUSS FOR USE THEREIN	Granted-AFP	6033097	3/7/2000	08/943636
3	POLE SPEAKER	Granted	6769509	8/3/2004	10/324563
4	SYSTEM FOR PROVIDING PATHWAY INDICATIONS THROUGH UNLIT AREAS	Granted	6778093	8/17/2004	10/202746
5	ILLUMINATED SIGN	Granted	7188986	3/13/2007	11/324602
8	SUPPORT BASE FOR A STRUCTURAL SUPPORT	Granted	7219873	5/22/2007	10/874822
9	SYSTEM FOR PROVIDING PATHWAY INDICATIONS THROUGH UNLIT AREAS	Granted	7242313	7/10/2007	10/920007
12	LIGHTING DEVICE WITH MULTIPLE POWER SOURCES AND MULTIPLE MODES OF OPERATION	Granted	7391159	6/24/2008	11/748066
13	METHOD AND SYSTEM OF CONTROLLING LIGHTING FIXTURE	Granted	7451001	11/11/2008	11/188427
14	SPEAKER ASSEMBLY FOR A STRUCTURAL POLE AND A METHOD FOR MOUNTING SAME	Granted	7607512	10/27/2009	11/209794
15	METHOD AND SYSTEM OF CONTROLLING MEDIA DEVICES CONFIGURED TO OUTPUT SIGNALS TO SURROUNDING AREA	Granted	7630776	12/8/2009	11/209890
16	PATHWAY INDICATING LUMINAIRE	Granted	7696895	4/13/2010	11/701255
18	METHOD AND SYSTEM OF CONTROLLING MEDIA DEVICES CONFIGURED TO OUTPUT SIGNALS TO SURROUNDING AREA	Granted	8090453	1/3/2012	12/628746
19	ACOUSTIC REFLECTOR AND ENERGY STORAGE FOR MEDIA ASSEMBLIES	Granted	8098852	1/17/2012	12/631943
20	ACOUSTIC REFLECTOR	Granted	8442242	5/14/2013	12/888545
21	ACOUSTIC REFLECTOR AND ENERGY STORAGE FOR MEDIA ASSEMBLIES	Granted	8477967	7/2/2013	13/330103
22	ACOUSTIC REFLECTOR - GCC (European)	Granted	GC0003268	1/19/2015	GCC2011-19339
23	HOUSING FOR INTELLIGENT LIGHTS	Granted	8960967	2/24/2015	13/565887
24	METHOD AND SYSTEM OF CONTROLLING MEDIA DEVICES CONFIGURED TO OUTPUT SIGNALS TO SURROUNDING AREA	Granted	9071911 B2	6/30/2015	13/312134
25	INTELLIGENT MEDIA SYNCHRONIZATION	Granted	10741217	7/1/2015	
26	INTELLIGENT MEDIA SYNCHRONIZATION	Granted	9812171	7/7/2015	
27	METHOD AND SYSTEM OF CONTROLLING MEDIA DEVICES CONFIGURED TO OUTPUT SIGNALS TO SURROUNDING AREA	Granted	10061555	8/23/2005	
28	METHOD AND SYSTEM OF CONTROLLING MEDIA DEVICES CONFIGURED TO OUTPUT SIGNALS TO SURROUNDING AREA	Granted	7630776	8/23/2005	
28	FAST CAP	Granted	10492271	3/27/2017	
30	SMART ARM	Pending			63/049,355



## Unique Intellistreets Accessories

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## Wi-Fi System (Stealth Wi-Fi Systems)

(4) Concealed Wi-Fi antennas to provide public Wi-Fi, and a Wi-Fi Access Point in the pole base.

### Features & Benefits

- Integrated Wi-Fi antennas
- Basically invisible on pole when installed
- Water tight housing
- Cast plastic design



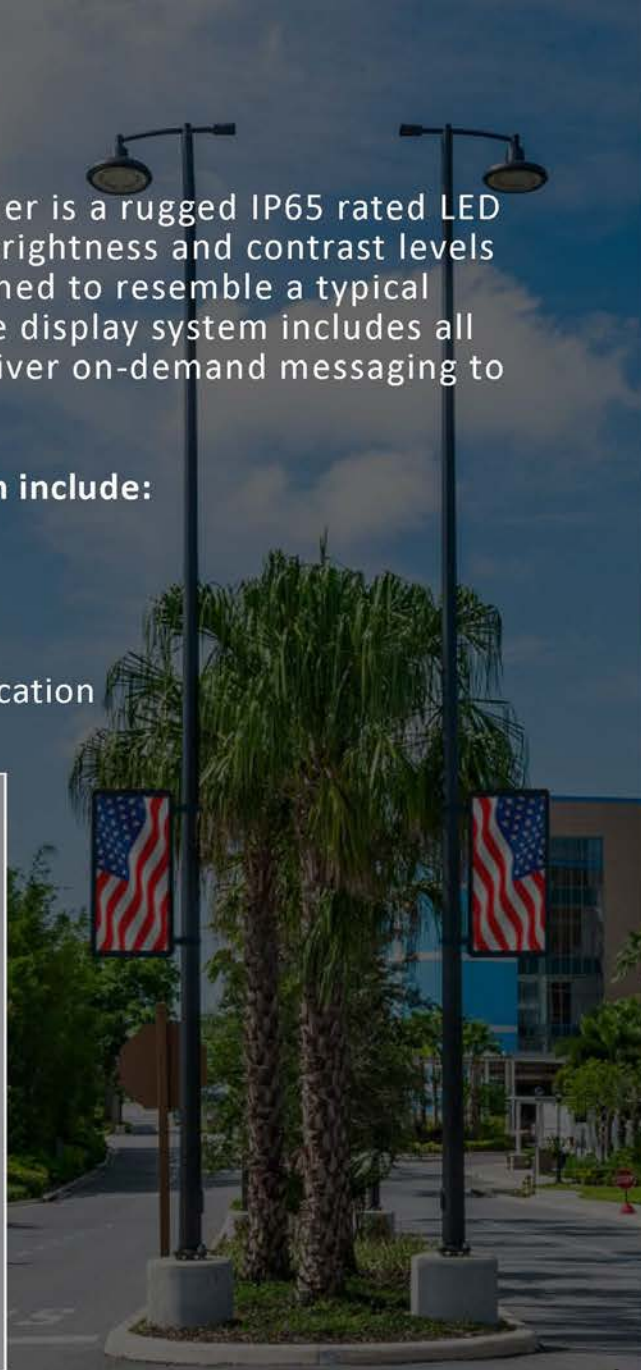


## Digital LED Banner

The Intellistreets Digital Banner is a rugged IP65 rated LED display, delivering excellent brightness and contrast levels even in direct sunlight. Designed to resemble a typical double-sided vinyl banner the display system includes all components necessary to deliver on-demand messaging to the typical street corner.

### Key components of this system include:

- 4mm pitch LED display
- Video Playback Module
- Intelligent Lighting System
- Web-based Virtual Communication





## Image Sensor / Camera

The Intellistreets camera provides a platform to assist institutions in protecting its citizens and critical infrastructure. It is the most cost effective street level surveillance solution. It is also self contained 4G solution with at edge processing that's integrates seamlessly into existing systems.

### **Key components of this system include:**

- Image sensing
- Proximity sensing
- Pedestrian counting
- Homeland Security
- "Incident Camera" with at edge processing
- Augmentation to existing surveillance system
- 48 HR recording / Instant access to recordings
- Street level view
- Web based with wireless control
- Integrates into current VMS & delivered to command center
- Deployed back-to-back to provide 360° degree viewing

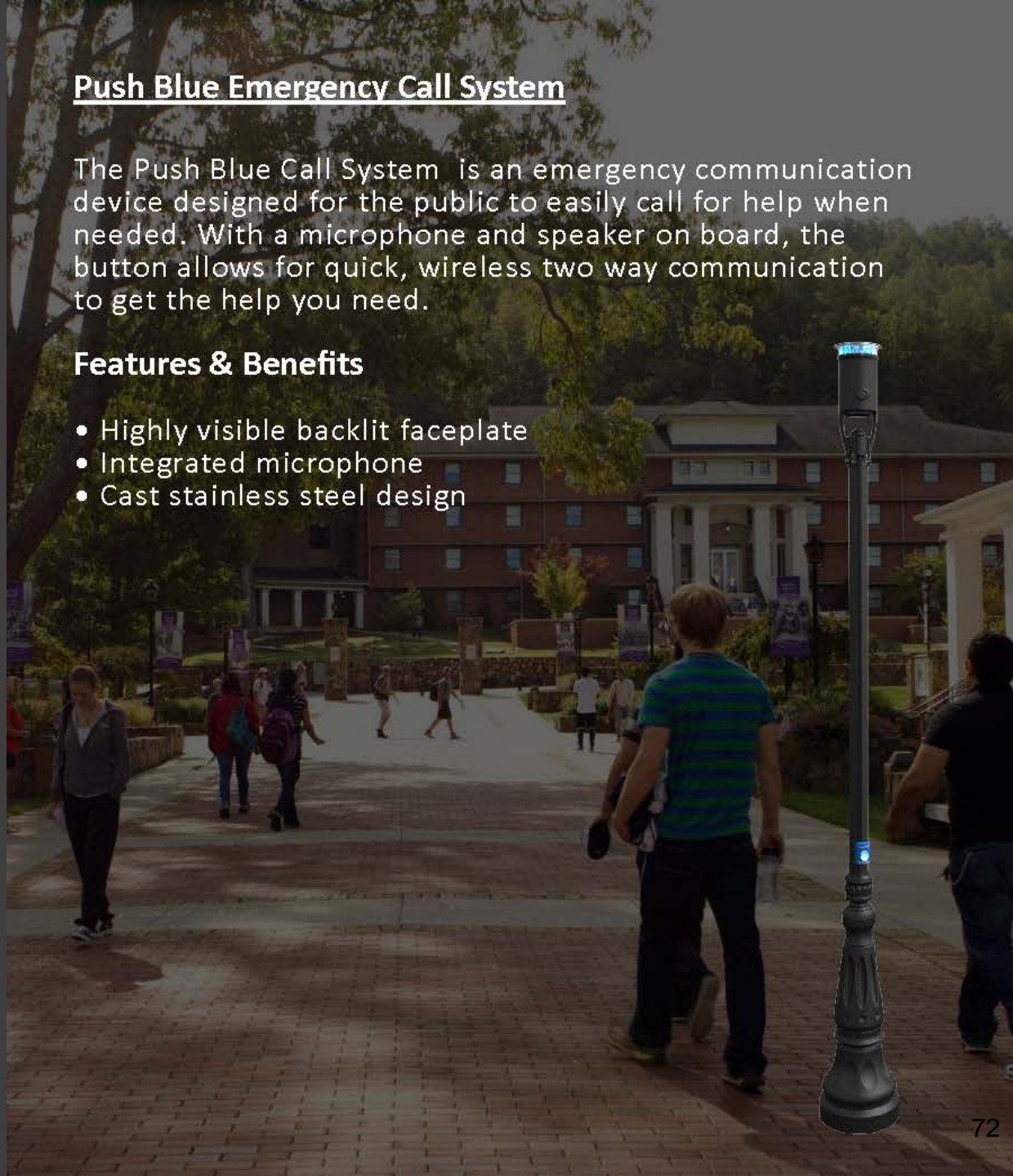


## Push Blue Emergency Call System

The Push Blue Call System is an emergency communication device designed for the public to easily call for help when needed. With a microphone and speaker on board, the button allows for quick, wireless two way communication to get the help you need.

### Features & Benefits

- Highly visible backlit faceplate
- Integrated microphone
- Cast stainless steel design





## Dynamic Flood Lighting

The IntelliStreets system can wirelessly control dynamic color changing lights which will facilitate the transformation of an ordinary space for a special event without additional equipment.

### Features & Benefits

- Dynamic Color Change or Tunable White
- Facade Lighting
- Wireless App Control
- On/Off/Dim Wireless App Control



## User Interface Design

The Intellistreets system and database supports emergency management with instant stored and recalled messages, on-demand uploading of graphics and automatic messages triggered from sensors like weather, water or air quality

## Features & Benefits

- Control Scheduling on the go
- Remote Automation
- Real Time Emergency Management





## Lighting Control



## Site Map



## Banner Control



## Pole Status



# INTELLISTREETS DESIGN FOR UNION STREETSCAPE

22 Intellistreets Smart Light Poles

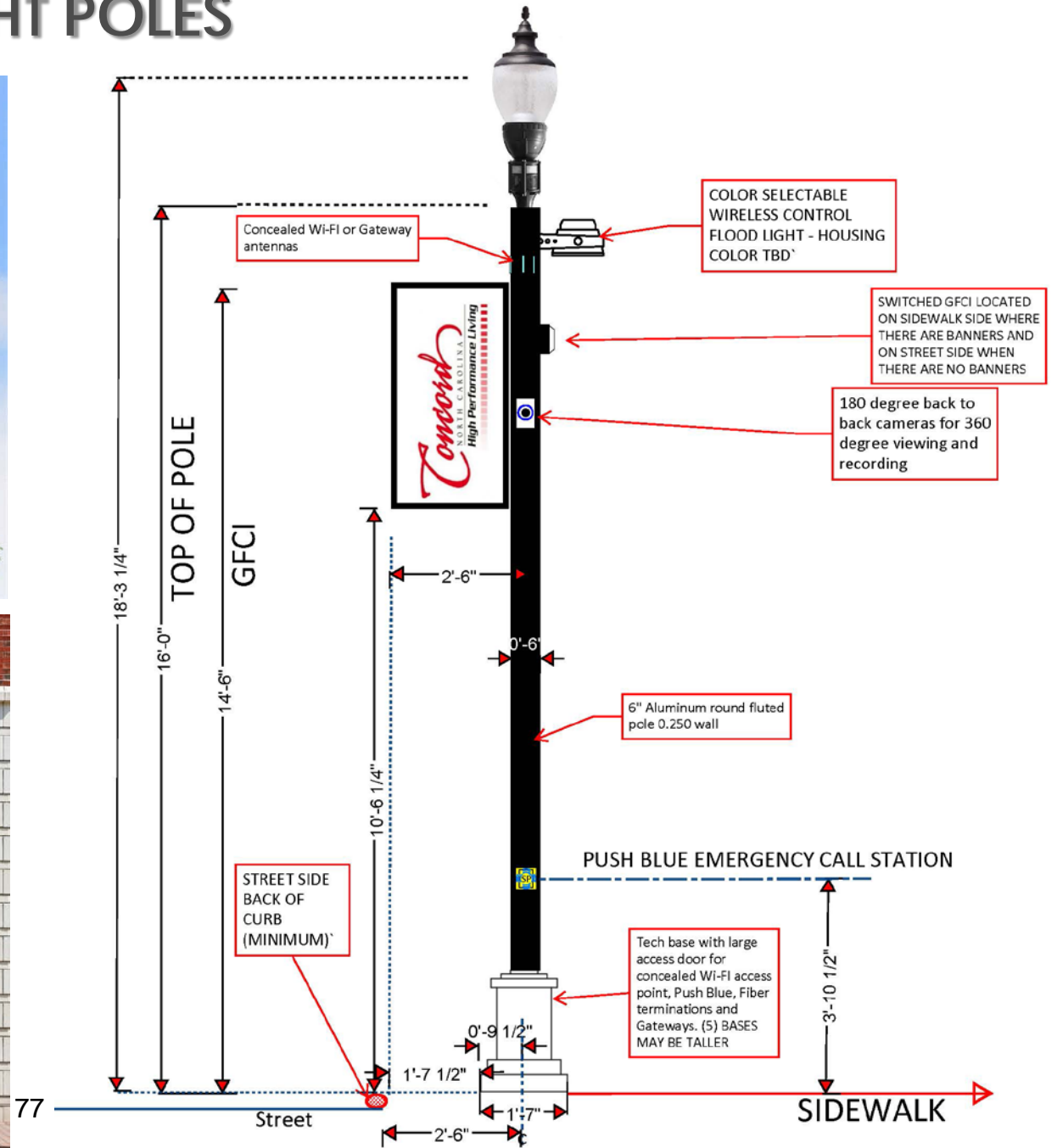
8 Intellistreets Post Top Modules

3 Intellistreets Full Feature Light Poles

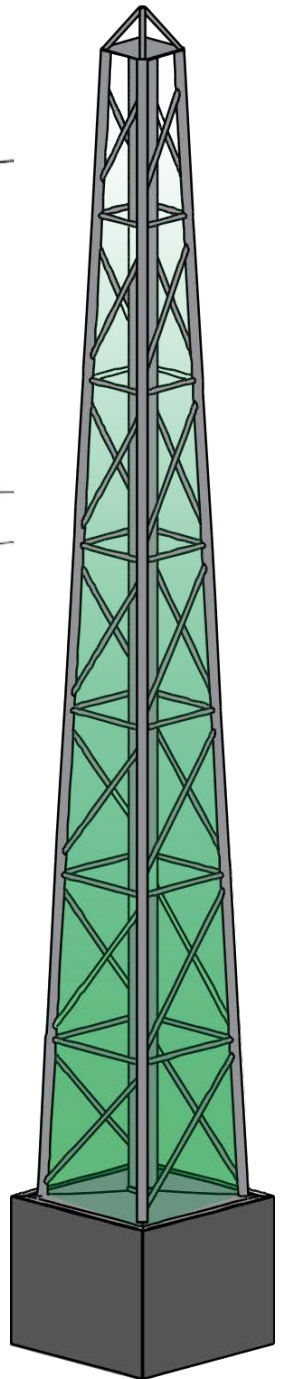
4 Obelisks & String Lights



# INTELLISTREETS – FULL FEATURE LIGHT POLES



# GATEWAY TRUSS OBELISKS & STRING LIGHTS





## **COST BREAKDOWN:**

### **Intellistreets (Poles & Accessories): \$544,764**

Includes 22 new Intellistreet smart light poles with standard features, two added 50 amp receptacles, concealed wi-fi access points, secondary audio speaker system for live sound (during events), three LED Banners, three 360 degree view cameras, three push blue notification buttons, and color changing flood lights.

### **Gateway Truss Obelisks & String Lights: \$321,000**

Includes four custom gateway truss obelisk columns and color changing theatrical string lights. Programming and special effects lighting software controlled by the user interface.

**TOTAL COST: \$865,764 (\$108,170 under the proposed Budget)**

**RECOMMENDATION:** Motion to approve the Lighting Design and authorize the City Manager to negotiate and execute a sole source contract with Illuminating Concepts for Intellistreets Light Poles & Accessories in the amount of \$865,764 as part of the Union Streetscape Improvements Project.



Memo to: Mayor Bill Dusch, City Manager Lloyd Payne, Concord City Council Members

From: Barbi Jones, Executive Director, The Chamber, Leading Business in Cabarrus

Re: Request to briefly change City of Concord's sign ordinance for temporary banners

Dear friends,

You are all very aware of the challenges our local businesses are facing filling vital employment positions. We know one of the major issues in workforce shortages is the extension of federal unemployment benefits that are currently set to expire September 6. We have heard from Washington that these could be extended through the end of the year depending on potential COVID spikes.

Businesses have told us that they need help getting the word out that they are hiring. One proposed way would be to post banners in front of their businesses advertising openings and potential bonuses or incentives. City of Concord's present sign ordinance (which we are very supportive of) allows temporary banners for 14 days posted in front of businesses and 30 days if attached to the buildings. I believe there is a similar grace period extended during race weeks.

I would like to request on behalf of The Chamber and our members for you to remove the 14- and 30-day limits for temporary banners and extend it until five days after the federal unemployment benefits expire (whether that is September 6 or later). This would give them the opportunity to utilize this option and advertise in an affordable manner.


We appreciate all you do to keep Concord business-friendly and for the support you generously offer to our businesses.






Estate of  
Barry K. McClamrock  
Properties

- 26 Powder St NW
- 30 Powder St NW
- 34 Powder St NW
- 69 Powder St NW
- 224 Cabarrus Ave E
- 243 Corban Ave SW

 McClamrock Properties

 Parcels





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": Andrew Philips, Administrator of the Estate of Barry K. McClamrock
(b) "Buyer": City of Concord, a North Carolina municipal corporation
(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: 224 Cabarrus Ave E; 243 Corban Ave SW; 26, 30, 31, 46, 49 Powder Street NW
City: Concord, North Carolina Zip: 28025
County: Cabarrus, North Carolina

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

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

The PIN/PID or other identification number of the Property is: 5630-09-8846; 5620-75-0574; 5620-65-0866; 5620-65-0829
Other description: 5620-55-9972; 5620-56-5142
Some or all of the Property may be described in Deed Book at Page

(d) "Purchase Price":
\$ 150,050.00 paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
\$ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on, TIME BEING OF THE ESSENCE.
\$ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ 150,050.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
Buyer's initials [initials] Seller's initials

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



(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): N/A  
 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 June 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 August 5, 2021 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer's initials [EWV] Seller's initials \_\_\_\_\_



**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 EWSP 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 LWP

Seller's initials \_\_\_\_\_



3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: Property is being sold, as is where is, without warranty. Prior to closing, the Buyer will present the fully executed contract to Concord City Council on July 8, 2021. Once the purchase is approved, additional signatures will be added on behalf of the Buyer. Closing can occur within 30 Days of approval.

**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 [EW] 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 \_\_\_\_\_ plus any financed VA Funding Fee or FHA MIP for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % 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 EWJ 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): Estate

(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): Estate

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;



- (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: N/A

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: N/A

**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): \_\_\_\_\_ N/A 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 [EWJ] 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 EWJ

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: City of Concord, a North Carolina municipal corporation

(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 EW? 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 EWJ Seller's initials \_\_\_\_\_

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials [LWP] 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: \_\_\_\_\_

~~xxxx~~ Estate of Barry K. McClamrock \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_  
Andrew Philips, Administrator

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

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

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Entity Buyer:  
City of Concord, a North Carolina municipal corporation

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

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

By: Lloyd Wm Payne, Jr.

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

6/29/2021 10:30:59 AM GMT

Name: Lloyd Wm. Payne, Jr.  
Print Name

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

Title: City Manager

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

Date: \_\_\_\_\_ 06/29/2021

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: 35 Cabarrus Avenue West, Concord, NC 28025

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: thomase@concordnc.gov

**SELLER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**CONFIRMATION OF AGENCY/NOTICE ADDRESSES**

Selling Firm Name: R&E Real Estate  
Acting as  Buyer's Agent  Seller's(sub)Agent  Dual Agent  
Firm License #: C33505  
Mailing Address: 6550 Cress Rd, Concord, NC 28025

Individual Selling Agent: Ellen Thomas  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 305464

Selling Agent Phone#: (704)791-3141

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: ellencthomasservices@gmail.com

Listing Firm Name: N/A  
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 [ETW] Seller's initials \_\_\_\_\_



ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Andrew Philips, Administrator ("Seller")

Buyer: ("Buyer")

Property Address: 224 Cabarrus Ave E; 243 Corban Ave SW; 26, 30, and 34 Powder Street NW, Concord, 28025 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: Firm: N/A

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)

Andrew Philips, Administrator

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 \$ . 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: N/A

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: N/A

Time: A.M. P.M. By: (Signature)

(Print name)



## Signing Certificate

Certificate ID: 9D2FDABD-93D0-483D-9656-075F349C40FD

Date: 6/29/2021 1:02:39 AM GMT

### Signing Information:

Signing Name: Offer to Purchase and Contract - 7/2020

ID: 9D2FDABD-93D0-483D-9656-075F349C40FD

Status: Document has been signed by all parties.

Start Date: 6/29/2021 1:02:39 AM GMT

End Date: 6/29/2021 10:31:16 AM GMT

# Signers: 1

# Reviewers: 0

# CC: 0

Creator: Ellen Thomas

Email: ellencthomasservices@gmail.com

IP Address: 173.189.107.236

Address:

### Document Information:

Document Name: Offer to Purchase and Contract - 7/2020

Source: Uploaded

Document ID: 30C2057B-D141-4DF4-A704-BD74F549D484

Pages: 15

# Signature blocks: 1

# Initial blocks: 14

### Participant Activity:

### Signature / Initials:

Name: Lloyd Wm Payne, Jr.

  
Lloyd Wm Payne, Jr.



Email: paynel@concordnc.gov

Type: Remote Signer

EULA/TOS/ABP/CCD: Accepted: 6/29/2021 10:30:17 AM GMT [IP:166.82.104.10]

Document: Signed and Accepted – date/time: 6/29/2021 10:31:16 AM GMT [IP:166.82.104.10]





## Signing Certificate

Certificate ID: 9D2FDABD-93D0-483D-9656-075F349C40FD

Date: 6/29/2021 1:02:39 AM GMT

### Agreement Between Parties / Terms of Service:

law, regulation, legal process or governmental request.

#### 5. LINKS TO THIRD PARTY SITES

THE LINKS INCLUDED WITHIN THE SERVICES MAY LET YOU LEAVE THE SERVICES WEB SITES ('LINKED SITES'). THE LINKED SITES ARE NOT UNDER THE CONTROL OF INSTANET SOLUTIONS AND INSTANET SOLUTIONS IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. INSTANET SOLUTIONS IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. INSTANET SOLUTIONS IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY INSTANET SOLUTIONS OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

#### 6. DISCLAIMERS/LIMITATION OF LIABILITY

The information included in or available through the Services may include inaccuracies or typographical errors. Changes are periodically added to such information as deemed appropriate by Instanet Solutions and/or its respective suppliers may make improvements and/or changes in the Services at any time.

Instanet Solutions does not represent or warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or the server that makes them available, are free of viruses or other harmful components. Instanet Solutions does not warrant or represent that the use or the results of the use of the Services or the materials made available as part of the Services will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Instanet Solutions shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Services. You specifically agree that Instanet Solutions is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Instanet Solutions is not responsible for any content sent using and/or included in the Services by any third party.

INSTANET SOLUTIONS AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SERVICES FOR ANY PURPOSE. THE SERVICES ARE PROVIDED "AS IS".

WITHOUT WARRANTY OF ANY KIND. INSTANET SOLUTIONS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL INSTANET SOLUTIONS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF INSTANET SOLUTIONS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND THEIR RELATED WEB SITES.

#### 7. INDEMNIFICATION

You agree to indemnify and hold Instanet Solutions, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Services.

#### 8. TERMINATION

Instanet Solutions may terminate your access to any part or all of the Services and any related Services at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

If you wish to terminate your account, your only recourse is to discontinue the use of the Services.

Instanet Solutions shall have no obligation to maintain any content in your account or to forward any contract/transaction information to you or any third party.

#### 9. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Any dealings with advertisers on the Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Instanet Solutions shall not be responsible or liable for any part of any such dealings or promotions.

#### 10. USE OF SERVICES

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## Signing Certificate

Certificate ID: 9D2FDABD-93D0-483D-9656-075F349C40FD

Date: 6/29/2021 1:02:39 AM GMT

### Consumer Consent Disclosure:

#### Consumer Consent Disclosure

By proceeding and selecting the "I Agree" toggle button option corresponding to the Consumer Consent Disclosure section on the Authentisign Signature Creation Wizard you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service ("Authentisign") is provided on behalf of our client ("Sender") who listed with their contact information at the bottom of the Authentisign Signing Participant email ("Invitation") you received. The Sender will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

#### Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the Sender. You may at any point withdraw your consent by following the procedures described below.

#### Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating systems and browsers from list table below

Operating System	Microsoft Internet Explorer	Apple Safari	Mozilla® Firefox	Mobile Safari	Chrome
Windows XP SP3	8.0	5.0 or higher	23 or higher	N/A	22.0 or higher
Windows Vista	8.0, 9.0	5.0 or higher	23 or higher	N/A	22.0 or higher
Windows 7/8	8.0, 9.0, 10	N/A	23 or higher	N/A	22.0 or higher
Mac OS X 10.5 (Leopard™)	N/A	5.0 or higher	23 or higher	N/A	N/A
Mac OS X 10.6 (Snow Leopard™)	N/A	5.0 or higher	23 or higher	N/A	N/A
Apple - iOS 5.0 or higher	N/A	N/A	N/A	5.0 or higher	28.0.1500.12 or higher

JavaScript and Cookies must be enabled in the browser.

#### Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through Authentisign using the document print options located within the service. Authentisign can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the Sender through Authentisign document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

#### Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the Sender. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

#### Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the Sender by sending an email to Sender's email address located at the bottom of the Invitation requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"

Include your full name, email address, telephone number, postal address and the signing name found in the Invitation in the body of the email.

Note: There could be per page and delivery fees required by the Sender to send the paper documents.

- Email Subject line: "Withdraw Consent to Conduct Business Electronically"

Include your full name, email address, telephone number, postal address and the signing name found in the Invitation in the body of the email.



APPLICATION FOR FORMAL RECOGNITION OF NEIGHBORHOOD ORGANIZATIONS

1. Name of Neighborhood Organization

Woodbridge

2. Type of Organization ( please check one)

Neighborhood Association [ ]

Homeowner Association [x]

Other (specify):

3. Neighborhood Boundaries. Please include all street names and block numbers for partial streets. (Additional pages and/or map may be attached)

Stonecroft Ln NW and Zemoso Ln NW

4. Estimated number of households in neighborhood: 49

5. Please list below the names, addresses, phone numbers and email addresses of officers for your Neighborhood Organization. (\*If officers' titles are different than those listed, please indicate below.)

Name: Cindy Rankin Title: President

Address: 3875 Zemoso Ln NW Concord, NC 28027

Phone Number: 704-787-3582 Email: chawklet@gmail.com

Name: Open Title: Vice President

Address:

Phone Number: Email:

Name: Martha Rusher Title: Treasure

Address: 1319 Stoncroft Ln NW Concord, NC 28027

Phone Number: 704-202-5983 Email: rushfm58@carolina.rr.com

Name: Bradley Dilks Title: Secretary

Address: 3820 Zemoso Ln NW Concord, NC 28027

Phone Number: 901-233-4892 Email: bhdilks@aol.com

Other Board members (attached separate sheet if necessary)

Name: Amy Browne Title: At-Large

Address: 3907 Zemosia Ln NW Concord, NC 28027

Phone Number: 704-965-4938 Email: chawklet@gmail.com

5. What is your association's meeting schedule? Please provide the date, time, for future meetings.

Last Thursday of the month at 7pm

6. Location of meeting: Various officers homes

7. When is the election of officers held?

October

8. If your organization has a website, please list it so that we can link to the City's Neighborhood Program page.

N/A

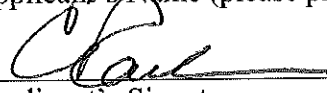
9. Is membership to your organization open to anyone who lives or owns property in the neighborhood regardless of race, creed, color, sex, age, national origin or physical and mental disability?  Yes  No

**Please attach the following:**

1. Paragraph about history/character of the neighborhood
2. List of neighborhood goals
3. Map of neighborhood boundaries
4. Copy of By-Laws/Constitution /Principles of Operation

Cindy Rankin  
Applicant's Name (please print)

HBA Board President  
Applicant's Title

  
Applicant's Signature

5/27/21  
Date of Application

**PLEASE RETURN FORM AND DIRECT QUESTIONS TO:**

Cherie Jzar, AICP  
Community Outreach Coordinator  
City Manager's Office  
35 Cabarrus Ave West  
Concord, NC 28025-0308  
Phone: 704.920.5298  
Email: [izarc@concordnc.gov](mailto:izarc@concordnc.gov)





**APPLICATION FOR FORMAL RECOGNITION  
OF NEIGHBORHOOD ORGANIZATIONS**

1. Name of Neighborhood Organization

Woodbridge

2. Type of Organization ( please check one)

Neighborhood Association

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Name: Gary Moore Title: President

Address: 3834 Zemoso Ln NW Concord, NC 28027

Phone Number: 704-796-1793 Email: onsource21@outlook.com

Name: Cindy Rankin Title: Vice President

Address: 3875 Zemoso Ln NW Concord, NC 28027

Phone Number: 704-787-3582 Email: chawklet@gmail.com

Name: Martha Rusher Title: Treasure

Address: 1319 Stoncroft Ln NW Concord, NC 28027

Phone Number: 704-202-5983 Email: rushfm58@carolina.rr.com

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Last Thursday of the month at 7pm

6. Location of meeting: Various officers homes

7. When is the election of officers held?  
October

8. If your organization has a website, please list it so that we can link to the City's Neighborhood Program page.  
N/A

9. Is membership to your organization open to anyone who lives or owns property in the neighborhood regardless of race, creed, color, sex, age, national origin or physical and mental disability?  Yes  No

**Please attach the following:**

1. Paragraph about history/character of the neighborhood
2. List of neighborhood goals
3. Map of neighborhood boundaries
4. Copy of By-Laws/Constitution /Principles of Operation

Gary L. Moore  
Applicant's Name (please print)

President  
Applicant's Title

[Signature]  
Applicant's Signature

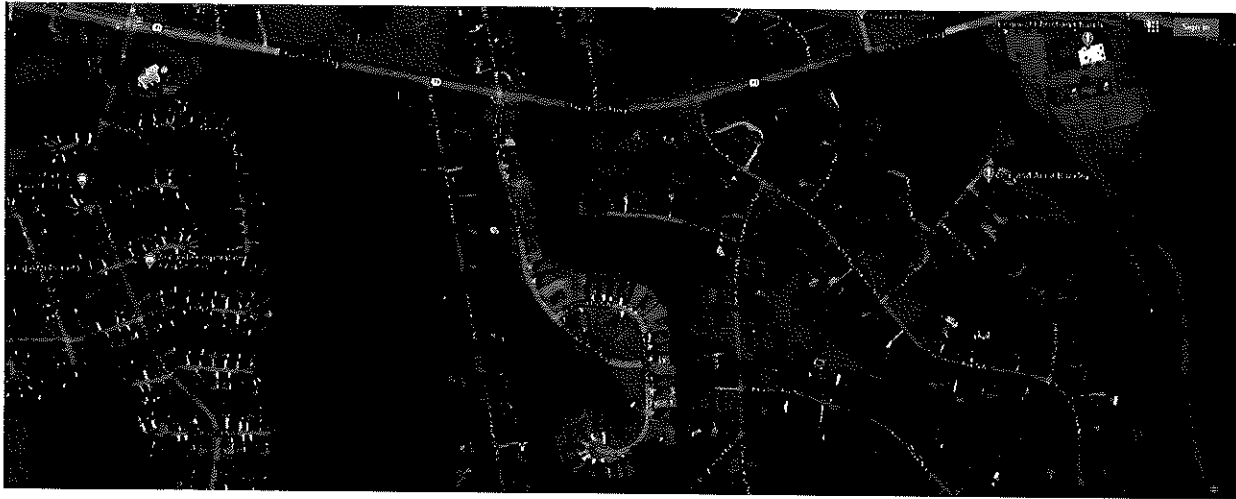
1-28-21  
Date of Application

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Cherie Jzar, AICP  
 Community Outreach Coordinator  
 City Manager's Office  
 35 Cabarrus Ave West  
 Concord, NC 28025-0308  
 Phone: 704.920.5298 704-920-5215  
 Email: jzar@cconcordnc.gov

Woodbridge is a certified NC Wildlife Friendly community of 49 Asheville-inspired patio homes located on Davidson Highway in Zemosa Woods. Stonecroft Ln NW and Zemosa Ln NW make up our recently completed neighborhood.

The goals for our community is to build lasting relationships between our neighbors and the surrounding neighborhoods.





BK 75 PG 44

LINE	LENGTH	BEARING
L1	1.34	S54°46'20"W
L2	30.27	S54°46'20"W
L3	30.27	S54°46'20"W
L4	9.95	S11°52'51"E
L5	66.07	N11°52'51"E
L6	18.39	N08°20'07"E
L7	30.45	N08°20'07"E
L8	25.74	N08°20'07"E
L9	20.75	N08°20'07"E
L10	20.75	N08°20'07"E
L11	20.75	N08°20'07"E
L12	20.75	N08°20'07"E
L13	21.92	N14°40'07"W
L14	20.87	N14°40'07"W
L15	18.20	N14°40'07"W
L16	18.20	N14°40'07"W
L17	15.20	N14°40'07"W
L18	30.00	N14°40'07"W
L19	12.27	N14°40'07"W
L20	5.94	N14°40'07"W
L21	5.94	N14°40'07"W
L22	46.03	N10°44'18"W
L23	0.11	N10°44'18"W
L24	62.09	N10°44'18"W
L25	0.00	N08°20'07"W
L26	60.00	N08°20'07"W
L27	5.00	N08°20'07"W
L28	24.00	N08°20'07"W
L29	50.26	N14°40'07"W
L30	50.26	N14°40'07"W
L31	66.41	N02°15'47"W
L32	0.89	S02°26'07"W
L33	37.00	S02°26'07"W
L34	6.08	S02°26'07"W
L35	124.41	N11°20'40"E
L36	27.80	N11°20'40"E
L37	0.00	N07°14'07"W
L38	0.00	N07°14'07"W
L39	0.00	N07°14'07"W
L40	0.42	N08°23'08"W
L41	50.00	S04°40'47"E
L42	50.75	S04°40'47"E
L43	0.00	N08°23'08"W
L44	37.25	S11°11'09"W
L45	28.40	S11°11'09"W
L46	28.40	S11°11'09"W
L47	71.96	N08°23'08"E

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	47.25	36.00	N03°03'37"W	42.52
C2	184.14	375.00	N03°03'37"E	162.30
C3	10.00	375.00	N11°16'59"W	10.00
C4	20.80	375.00	N02°03'34"E	20.80
C5	20.80	375.00	N02°03'34"E	20.80
C6	241.67	325.00	S01°02'07"E	205.54
C7	60.20	475.00	S02°07'15"E	60.32
C8	60.20	475.00	S14°09'42"E	60.32
C9	71.77	475.00	S02°07'15"E	71.64
C10	81.19	475.00	S02°07'15"E	81.19
C11	51.37	1025.00	N08°20'07"E	51.37
C12	51.37	1025.00	N08°20'07"E	51.37
C13	40.49	1025.00	N14°40'07"W	40.49
C14	44.31	325.00	S12°25'28"E	44.24
C15	51.20	325.00	S04°40'15"E	51.15
C16	64.88	325.00	S04°40'15"E	64.78
C17	47.00	30.00	S02°26'07"W	42.24
C18	31.42	20.00	S02°26'07"W	28.28
C19	29.83	20.00	S02°26'07"W	27.87

**NOTARY PUBLIC**  
JOYCE RIEHMAN  
1000 JONES BLVD  
CONCORD, NC 28027  
12/13/2018

STATE OF NORTH CAROLINA  
COUNTY OF CONCORD  
I, Joyce Riehman, a Notary Public for the County and State of North Carolina, do hereby certify that the following is a true and correct copy of the original instrument as recorded in the Public Records of the County of Concord, North Carolina, on December 12, 2017.

Recorded in Public Records of the County of Concord, North Carolina, on December 12, 2017.

**NOTARY PUBLIC**  
JOYCE RIEHMAN  
1000 JONES BLVD  
CONCORD, NC 28027  
12/13/2018

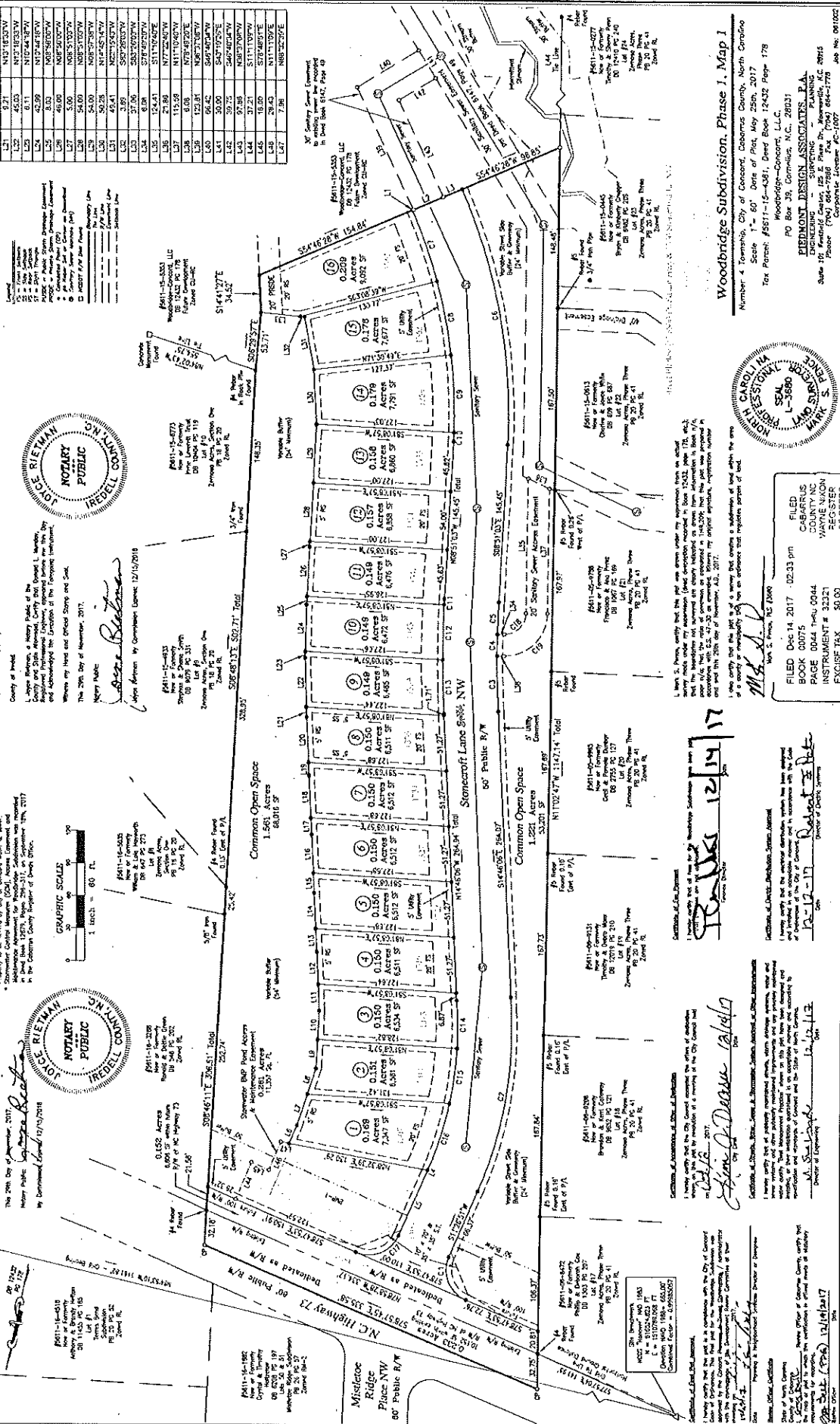
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12/13/2018

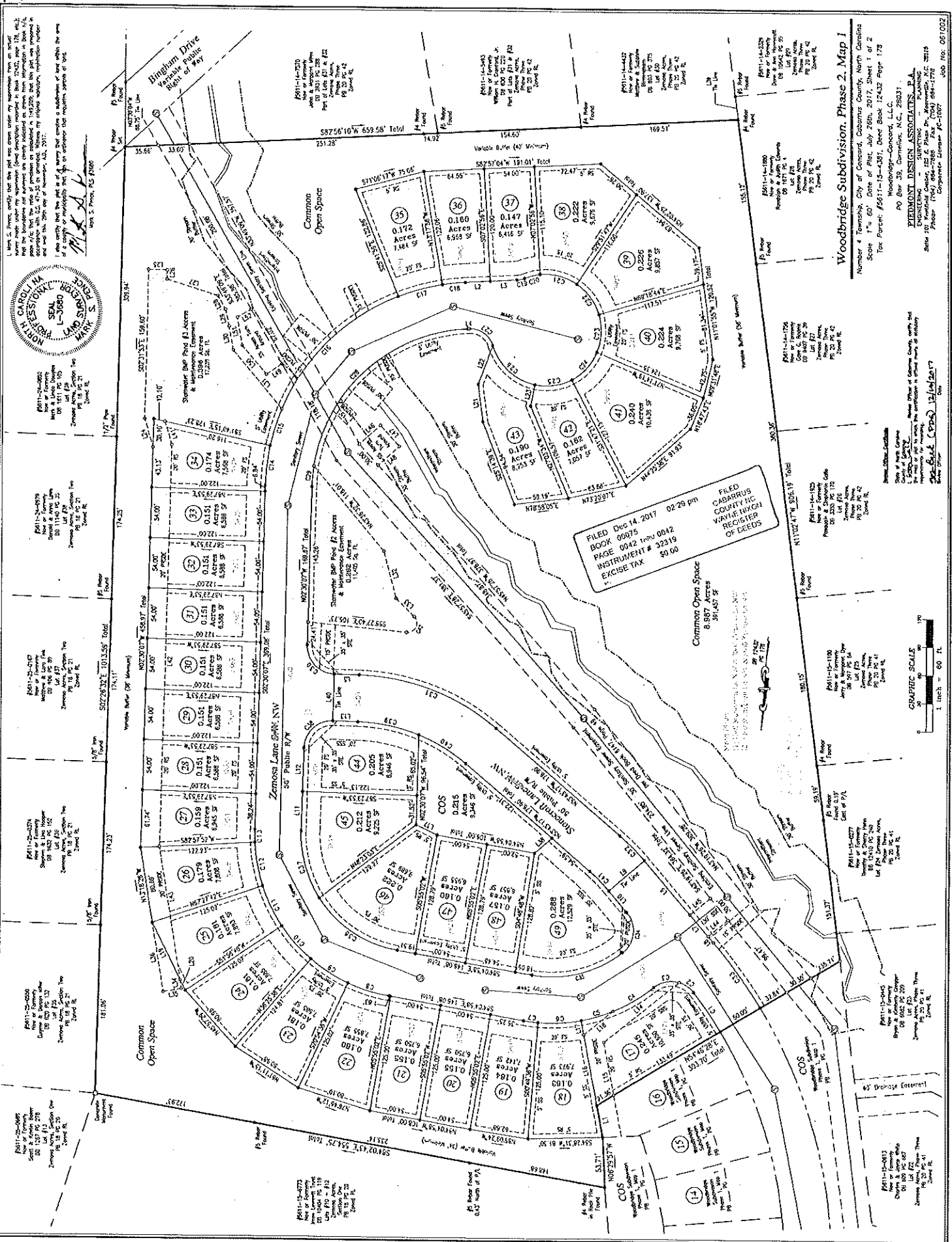
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**WOODBRIDGE SUBDIVISION, PHASE 1, MAP 1**  
Number 4, Township, City of Concord, Cabarrus County, North Carolina  
Scale 1" = 60'. Date of Plat, May 25th, 2017  
Tax Parcel #8171-15-081, Deed Book 12432 Page 178  
Woodbridge-Concord, LLC  
PO Box 39, Concord, N.C. 28031  
PIEDMONT DESIGN ASSOCIATES, P.A.  
ENGINEERING SURVEYING PLANNING  
Suite 101, 10000 Highway 102, Pine Bluff, North Carolina 28134  
Phone: (704) 684-7777 Fax: (704) 684-7777  
www.piedmontdesign.com  
JOB NO. 081002

FILED  
BOOK 00075  
PAGE 0004 THRU 0004  
INSTRUMENT # 33231  
WAYNE WAGON  
REGISTER  
EXCISE TAX \$0.00

BK 15 Pg 42



PLAT 15-0077  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0078  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0079  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0080  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0081  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0082  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0083  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0084  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0085  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0086  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0087  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0088  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0089  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0090  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0091  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0092  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0093  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0094  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0095  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0096  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0097  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0098  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0099  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0100  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0101  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0102  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0103  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0104  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0105  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0106  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0107  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0108  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

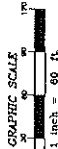
PLAT 15-0109  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0110  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0111  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

PLAT 15-0112  
 Name of Territory: Woodbridge  
 Date of Plat: 12/14/17  
 Zone: 18° 29' 27" N  
 Zone R: 74° 23' 11" W

**Woodbridge Subdivision, Phase 2, Map 1**  
 Number 4 Township, City of Concord, Cabarrus County, North Carolina  
 Scale 1" = 60' Date of Plat: July 26th, 2017, Sheet 1 of 2  
 Tax Parcel: #1517-15-0391, Deed Book 12432 Page 178  
 Woodbridge-Concord, LLC.  
 PO Box 39, Cornelius, N.C. 28031  
**PIEDMONT DESIGN ASSOCIATES, P.A.**  
 1205 S. W. 10th Street, Suite 100, Charlotte, NC 28203  
 Phone: (704) 944-7866 Fax: (704) 944-1776  
 Website: www.piedmontdesign.com  
 Corporate License #C-1017 Job No: 061002



BK 75 19 43

I, Mark S. Pence, certify that this plan was drawn under my supervision from an actual survey made under my supervision (and description recorded in Book 12432, page 175, etc.) that the boundaries and acreage are correctly indicated thereon. I am a duly Licensed Professional Surveyor in the State of North Carolina, License No. 13880. My office is located at 10000 Woodbridge Road, Raleigh, NC 27617. I am not aware of any other person who has or will have any interest in this subdivision, and I am not aware of any other person who has or will have any interest in this subdivision, and I am not aware of any other person who has or will have any interest in this subdivision.

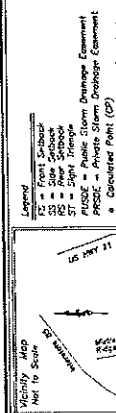


Mark S. Pence, P.S. #13880

Certificate of Electric Subdivision System Approval  
I hereby certify that the electric distribution system has been designed and installed in accordance with the applicable provisions of the Code of Ordinances of the City of Concord, North Carolina, and that the same are in accordance with the City of Concord, North Carolina, Code of Ordinances, Chapter 12, Article 2, Section 12-21.17.

Certificate of Fire Department  
I hereby certify that the fire hydrant locations shown hereon are in accordance with the City of Concord, North Carolina, Code of Ordinances, Chapter 12, Article 2, Section 12-21.17.

Certificate of Survey  
I hereby certify that the survey shown hereon was made by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of North Carolina, License No. 13880. My office is located at 10000 Woodbridge Road, Raleigh, NC 27617.



Site Calculations:  
• Total Area = 16.4381  
• Total Site Area = 17,609 Acres (767,066 SF)  
• Total Number of Lots created = 33  
• Total Acreage in Lots = 6,032 Acres (262,781 SF)  
• Total Acreage in 8/4W = 2,376 Acres (103,210 SF)  
• 8/4W Area = 2,376 Acres (103,210 SF)  
• 1310' Under Foot of new road for Stormwater Run  
• 1310' Under Foot of new road for Stormwater Run  
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• 1310' Under Foot of new road for Stormwater Run  
• 1310' Under Foot of new road for Stormwater Run

LINE	LENGTH	BEARING
L1	34.52	S17°41'27"E
L2	26.76	N85°57'04"E
L3	28.79	N85°57'04"E
L4	1.66	N85°57'04"E
L5	26.88	S87°29'53"W
L6	75.78	N44°38'51"W
L7	30.00	S44°38'51"E
L8	8.76	S44°38'51"E
L9	50.00	S44°38'51"E
L10	30.00	S44°38'51"E
L11	42.49	N02°30'07"W
L12	46.92	N02°30'07"W
L13	26.58	N87°29'53"E
L14	103.88	S47°13'24"W
L15	57.62	S17°41'27"E
L16	77.11	S17°41'27"E
L17	15.39	S47°13'24"W
L18	40.52	N30°17'49"W
L19	68.45	N30°17'49"W
L20	12.58	N30°17'49"W
L21	40.12	S11°01'55"E
L22	44.47	N16°24'33"E
L23	23.23	N07°29'36"E
L24	31.79	S20°45'28"W
L25	20.00	S87°28'07"W
L26	9.85	N02°31'52"W
L27	57.10	N78°44'28"W
L28	16.71	N32°49'53"W
L29	18.39	N16°17'37"W
L30	25.81	N37°38'48"W
L31	82.13	N43°59'12"E
L32	58.22	N19°20'27"W
L33	27.21	N49°05'20"W
L34	9.75	S13°18'26"E
L35	20.00	N76°41'34"E
L36	75.21	S13°18'26"E
L37	24.86	N68°35'02"W
L38	24.86	S45°21'09"W
L39	25.13	N11°02'28"W
L40	50.00	S22°30'07"E
L41	25.91	S22°30'07"E
L42	430.20	S12°30'07"E
L43	144.26	S13°18'26"E
L44	27.62	N45°40'34"W
L45	28.31	S45°40'34"W
L46	30.00	S44°02'32"W
L47	30.00	N45°57'28"W
L48	30.00	N44°02'32"E
L49	20.24	N52°18'06"E
L50	40.32	S44°23'06"E
L51	30.67	S13°44'19"E
L52	17.95	S56°10'51"W

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	475.00	80.78	S28°17'08"E	50.76
C2	30.00	18.65	S59°21'16"E	18.54
C3	30.00	23.24	N74°43'00"E	26.10
C4	175.00	51.10	S55°09'24"W	50.92
C5	175.00	36.00	S69°24'57"W	35.94
C6	175.00	47.39	S83°04'05"W	47.25
C7	175.00	15.55	N85°37'41"W	15.54
C8	175.00	45.79	N76°35'11"W	45.66
C9	175.00	47.39	N61°19'53"W	47.25
C10	175.00	47.39	N45°48'51"W	47.25
C11	175.00	47.39	N30°17'49"W	47.25
C12	175.00	47.39	N14°45'47"W	47.25
C13	175.00	13.80	N04°45'41"E	13.80
C14	225.00	43.53	N02°54'49"E	42.47
C15	225.00	41.14	N17°24'00"E	41.08
C16	225.00	178.66	N41°32'09"E	174.00
C17	225.00	48.69	N70°30'03"E	48.40
C18	225.00	24.55	N79°04'34"W	24.59
C19	25.00	8.62	S79°04'34"W	8.57
C20	60.00	17.16	N77°23'45"E	17.10
C21	60.00	46.17	S80°16'24"E	41.31
C22	60.00	41.31	S40°24'45"E	40.50
C23	60.00	41.31	S00°57'47"E	40.50
C24	60.00	41.31	S38°29'10"W	40.50
C25	60.00	41.31	S77°56'07"W	40.50
C26	60.00	64.59	N51°29'56"W	61.52
C27	25.00	33.33	S38°51'12"E	30.92
C28	175.00	238.56	N43°53'53"E	220.51
C29	175.00	25.43	N01°10'18"E	22.43
C30	30.00	47.12	S39°56'12"E	43.40
C31	225.00	159.96	S73°06'42"E	156.04
C32	225.00	37.22	S49°11'04"E	37.18
C33	225.00	86.34	S01°40'59"W	86.24
C34	30.00	48.52	S01°40'59"W	43.40
C35	125.00	104.51	S71°57'55"W	100.49
C36	125.00	102.98	N60°28'52"W	100.09
C37	125.00	75.00	N19°41'27"W	73.88
C38	30.00	47.12	N42°29'53"E	42.43
C39	185.00	66.69	S82°10'30"E	66.33
C40	185.00	58.53	S62°47'06"E	58.29
C41	185.00	25.30	S49°11'04"E	25.27
C42	10.00	24.54	S21°13'20"W	18.83

Certificate of Acceptance of Survey of Other Interests  
I hereby certify that the City of Concord, North Carolina, has accepted the survey of other interests shown on this plan by resolution of a meeting of the City Council held on October 13, 2017.

Certificate of Approval of Other Interests  
I hereby certify that the City of Concord, North Carolina, has approved the survey of other interests shown on this plan by resolution of a meeting of the City Council held on October 13, 2017.

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Certificate of Approval of Other Interests  
I hereby certify that the City of Concord, North Carolina, has approved the survey of other interests shown on this plan by resolution of a meeting of the City Council held on October 13, 2017.



Donald L. Wainwright, P.S. #13880



Jeffrey B. Burtner, P.S. #13880



Jeffrey B. Burtner, P.S. #13880

Woodbridge Subdivision, Phase 2, Map 1  
Number 4 Township, City of Concord, Cabarrus County, North Carolina  
Scale 1" = 60'. Date of Plat, July 26th, 2017, Sheet 2 of 2  
Tax Parcel #2011-15-4381, Deed Book 12432 Page 178

FILED Oct 14, 2017 02:29 PM  
CABARRUS COUNTY NC  
INSTRUMENT # 32320  
EXCISE TAX \$0.00

PIEDMONT DESIGN ASSOCIATES, P.A.  
1215 Pine Ridge Road, Asheville, NC 28810  
Phone: (704) 684-7888 Fax: (704) 684-1778  
Carolina Street #1007

State of North Carolina  
County of Mecklenburg  
I, Jeffrey Burtner, a Notary Public of the County and State of North Carolina, do hereby certify that the foregoing instrument was duly acknowledged before me by the person or persons named therein on the date and at the place stated herein.

Notary Public: Jeffrey B. Burtner  
My Commission Expires 12/15/2018



BYLAWS  
OF  
WOODBIDGE HOMEOWNERS'  
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is **WOODBIDGE HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association".

Section 2. Location. The principal office of the corporation shall initially be located in Mecklenburg County, North Carolina, as determined by the Association. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE II

DEFINITIONS

All capitalized undefined terms used in these Bylaws shall have the meanings ascribed thereto in that certain Declaration of Covenants, Conditions and Restrictions for Woodbridge (the "Declaration"), by Woodbridge-Concord, LLC, a North Carolina limited liability company ("Declarant"), to be recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina.

ARTICLE III

MEETING OF MEMBERS AND VOTING RIGHTS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the Members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday or legal holiday.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote ten percent (10%) of all of the votes appurtenant to the Lots.

**Section 3. Place of Meetings.** All meetings of the Members shall be held at such place as shall be determined by the Board of Directors of the Association.

**Section 4. Notice of Meetings.** Written notice, including email, of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by (i) mailing a copy of such notice, postage prepaid, not less than 10 days nor more than 60 days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's mailing address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of notice; or (ii) by emailing a copy of such notice, not less than 10 days nor more than 60 days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's email address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, as well as the purpose of same. Members shall provide at all times to the Association a current mailing address and/or email address.

**Section 5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the Declaration, the quorum requirement at the next meeting shall be one-half (1/2) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

**Section 6. Voting.** The voting rights of each Owner shall be appurtenant to the ownership of Lots in the Development. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by the Declarant or any affiliated Entity of Declarant and Builder. Each Class B Lot shall entitle the Owner of said Lot to three (3) votes. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

The vote of a majority of the votes appurtenant to the Lots represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members unless a different proportion is required by the Declaration, the Articles of Incorporation, these Bylaws or by law.

No votes allocated to a Lot owned by the Association may be cast.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. A Lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term, and shall otherwise automatically cease upon conveyance by the Member of his Lot.

Section 8. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, including email, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 9. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, including via email, setting forth the action so taken, shall be signed by all of the persons who would



be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

## ARTICLE IV

### BOARD OF DIRECTORS

**Section 1. Number.** The business and affairs of the Association shall be managed by a Board of Directors comprised of not less than three (3) persons and not more than seven (7) persons. The initial Board of Directors shall be comprised of three (3) persons as set forth in the Articles of Incorporation who shall serve until the first annual meeting of the Members. The number of directors may be increased to not more than seven (7) directors and decreased to not less than three (3) directors by action of the Board of Directors, provided that any vacancy resulting from any such increase shall be filled only at an annual meeting or special meeting of the Members as provided in Article IV, Section 2 hereof, and any such decrease shall not have the effect of shortening the term of any incumbent director. Other than as provided above, the number of directors may be increased or decreased from time to time only by amendment to these Bylaws.

**Section 2. Election and Term of Office.** At the first annual meeting and at each annual meeting thereafter, the Declarant may appoint members of the Board of Directors as provided in Article IV of the Declaration. At the first annual meeting, the Members shall elect three (3) directors, one of which is for a term of three (3) years, another for a term of two (2) years, and the third for a term of one (1) year. Following the first annual election, all directors shall be elected for three (3) year terms to succeed any director whose term has expired. Any director not so appointed by the Declarant shall be elected for a term of one year from nominees selected by a Nominating Committee of the Board of Directors or nominations made from the floor at the annual meeting. Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by the Declarant as provided in Section 7 of the Articles of Incorporation [i.e., So long as there are Class B Lots in the Development and unless the Declarant has surrendered the rights set forth in Article IV, Section 2(c) of the Declaration by an express amendment to the Declaration executed and recorded by Declarant, the Declarant shall have the right to appoint or remove any Member(s) of the Board of Directors of the

Association or any officer(s) of the Association] or by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Teleconference calls may be used for any and all meetings of the Board of Directors.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice, including via email, to each director.

**Section 3. Quorum.** A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

**Section 4. Informal Action by Directors.** Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent, including via email, to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

**Section 5. Chairman.** The President of the Association shall serve as the Chairman of the Board of Directors and shall preside over all Board meetings. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

**Section 6. Liability of the Board.** The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Members shall indemnify and

hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, after the conveyance of the Common Area by the Declarant to the Association as described in the Declaration;
- (b) suspend the voting rights and right to use of the common areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) employ attorneys to represent the Association when deemed necessary;
- (g) grant easements for the installation and maintenance of sewage, utilities or drainage facilities upon, over, under and across the



Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient.

Such powers may not be delegated to other persons or to a managing agent.

**Section 2. Duties.** It shall be the duty of the Board of Directors, without limitation, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least ten percent (10%) of the votes appurtenant to the Lots;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(d) procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Area to be maintained after it has been conveyed to the Association; and

(g) to perform such other duties as may be set forth in the Declaration and in Chapter 47F of the North Carolina General Statutes setting forth the provisions of the North Carolina Planned Community Act, specifically including, but not limited to, §47F-3-103 thereof.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

**Section 1. Officers.** The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The Declarant may appoint any officers of the Association in accordance with the provisions of the Declaration. Such appointments and the election of any additional officers not so appointed shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** Each officer of the Association shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

**Section 4. Special Appointments.** The Declarant (as provided in the Declaration) or the Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Declarant (as provided in the Declaration) or the Board. Any officer may resign at any time by giving written notice, including email, to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Declarant (as provided in the Declaration) or the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Compensation.** No officer shall receive any compensation from the Association for acting as such.

**Section 9. Duties.** The duties of the officers are as follows:

**President**

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds of trust, deeds and other written instruments (such as amendments to the Declaration on behalf of the Association).

**Vice-President**

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board (including, without limitation, joining in the execution of legal documents requiring a full corporate execution, such as deeds, deeds of trust, amendments to the Declaration, etc.).

**Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.



Such duties may not be delegated to other persons, unless assistant officers are appointed or elected, which is specifically permitted hereby. However, the Board of Directors may employ a managing agent of the Association pursuant to the provisions of the Declaration. The duties of a managing agent shall be prescribed by the Board of Directors.

## ARTICLE VIII

### COMMITTEES

An Architectural Review Committee shall be established in the manner as provided in the Declaration. In addition, the Board of Directors shall appoint other committees (including a Nominating Committee as described in Article IV, Section 2 hereof) as deemed appropriate in carrying out its purpose.

## ARTICLE IX

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property described in the Declaration. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XI

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WOODBRIDGE HOMEOWNERS' ASSOCIATION, INC., NORTH CAROLINA, 2017.

## ARTICLE XII

### AMENDMENTS

Section 1. So long as there are Class B Lots in the Development and unless the Declarant surrenders the rights set forth in Article IV, Section 2(c) of the Declaration by an express amendment to the Declaration executed and recorded by Declarant, the Bylaws of the Association may not be amended without the Declarant's prior written consent.

Section 2. Subject to the terms of Article IV of the Declaration, these Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the votes appurtenant to the Lots represented in person or by proxy at a meeting at which a quorum is present.

Section 3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIII

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XIV

### INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as

a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability (the "D&O Insurance"). Such insurance maintained by the Association must be in the amount of at least \$1,000,000 per occurrence with an aggregate limit of at least \$2,000,000 (which limits may include applicable excess or umbrella coverage).

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.



ARTICLE XV

ARBITRATION

Any claim which shall be made against one or more members of the Board of Directors shall be settled by arbitration except as otherwise provided herein, in the Declaration or under any applicable law, and judgment upon the award may be entered in any court having jurisdiction thereof. Such arbitration shall be commenced upon the delivery of such claim, in writing, to one or more members of the Board; and shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Director(s), one by the Member(s), and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of North Carolina as applied to the facts found by him or them. If the Director(s) or the Member(s) shall refuse or fail to so name an arbitrator within thirty (30) days after written notice from the other party requiring the naming of an arbitrator, then the arbitrator so named by the party not in default hereunder shall have the power to proceed to arbitrate and determine the matters in controversy as if he were an arbitrator appointed by both parties for that purpose, and his award in writing signed by him shall be final. The rules of procedure for the arbitration hearing may be adopted by the arbitrators. All arbitration proceedings hereunder shall be conducted in Cabarrus County, North Carolina.

ARTICLE XVI

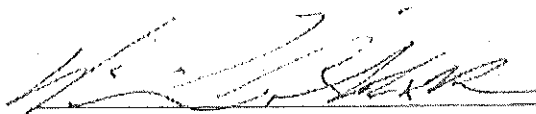
NORTH CAROLINA PLANNED COMMUNITY ACT

The provisions contained hereinbefore in these Bylaws notwithstanding, nothing herein contained shall be construed so as to be in conflict with, or contrary to, those provisions of Chapter 47F of the North Carolina General Statutes, entitled the "North Carolina Planned Community Act".

The foregoing were adopted as Bylaws of Woodbridge Homeowners' Association, Inc., a non-profit corporation, under the laws of the State of North Carolina, at the first meeting of the Board of Directors on the 30<sup>th</sup> day of August, 2017.

  
\_\_\_\_\_  
Chad D. Little, Secretary

APPROVED:

  
\_\_\_\_\_  
William T. Niblock, President

SCANNED AND RETURNED

FILED  
 CABARRUS COUNTY NC  
 WAYNE NIXON  
 REGISTER OF DEEDS

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FILED Jan 25, 2018  
 AT 03:39 pm  
 BOOK 12855  
 START PAGE 0248  
 END PAGE 0297  
 INSTRUMENT # 01850  
 EXCISE TAX \$0.00  
 MDW

**DRAWN BY AND FILE TO:**

Law Offices of Robert M. Critz, P.A.  
 P.O. Box 745  
 Concord, NC 28026-0745  
 File No. 27378-C

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA AND STATE OF NORTH CAROLINA AS PROVIDED BY N.C.G.S. SECTION 47F-3-121(1)

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS AS PROVIDED BY N.C.G.S. SECTION 47F-3-121(2)

NOTICE: THE PROPERTY IS SUBJECT TO A STORMWATER CONTROL MEASURES (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ENFORCED BY THE CITY OF CONCORD AND STATE OF NORTH CAROLINA RECORDED IN BOOK 12679, PAGE 296, CABARRUS COUNTY REGISTRY.

[Note: Article V, Section 5 of the Declaration requires a non-refundable initial contribution to be paid upon every purchase of a Lot by an Owner, other than Declarant or Builder.]

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DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS OF  
 WOODBRIDGE

This Declaration of Covenants, Conditions and Restrictions of Woodbridge is made effective this 11<sup>th</sup> day of January, 2018, by Woodbridge-Concord, LLC, a North Carolina limited liability company, referred to in this instrument as "Declarant".

## STATEMENT OF PURPOSE

Declarant is the owner of that certain parcel of land which is known as **Woodbridge Subdivision** (hereinafter referred to as "**Woodbridge**") located in the City of Concord, Cabarrus County, North Carolina, which is more particularly described as follows (the "**Submitted Property**"):

Tract I:

Lying and being in the City of Concord, No. 12 Township, Cabarrus County, North Carolina, and being all that property shown on the map of **WOODBRIAGE SUBDIVISION, PHASE 1, MAP 1**, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 75, Page 44, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

Tract II:

Lying and being in the City of Concord, No. 12 Township, Cabarrus County, North Carolina, and being all that property shown on the map of **WOODBRIAGE SUBDIVISION, PHASE 2, MAP 1**, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 75, Pages 42 and 43, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

Declarant desires to create thereon the Submitted Property an exclusive residential community of single-family residences to be named **Woodbridge**. Declarant will convey the Submitted Property subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set forth.

Declarant contemplates that separate easements, covenants, conditions, and restrictions may be imposed in regard to specific and additional sections or phases of **Woodbridge**, and Declarant reserves the right to impose certain additional and/or supplementary easements, covenants, conditions, and restrictions.

Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community and for the maintenance of the properties and improvements thereon, and to that end desires to subject the Submitted Property, together with any and all such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, and as may be hereafter supplemented, each and all of which is and are for the benefit of said property and each owner thereof.

Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Area, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to sufficiently preserve,



protect and enhance the values and amenities in the Development, to ensure the residents' enjoyment of the specific rights, privileges and easements in the Common Area, and to provide for the maintenance and upkeep of the Common Areas and amenities. To that end, the Declarant has caused to be incorporated under North Carolina law, **Woodbridge Homeowners' Association, Inc.**, as a nonprofit corporation for the purpose of exercising and performing the aforesaid functions.

In consideration of the premises and for the purposes stated, Declarant hereby declares that all of the Submitted Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions (all of which are collectively referred to in this instrument as "restrictions"), which restrictions shall be construed as covenants running with the land and shall be binding upon all parties having any right, title or interest in the described real property or any part thereof, and to their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is the intent of Declarant that the provisions of this Declaration in all respects conform and comply to the requirements set forth in the North Carolina Planned Community Act. To the extent any provision contained herein does not conform or comply with the North Carolina Planned Community Act, the provisions of the North Carolina Planned Community Act shall control.

#### ARTICLE I: DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

**Section 1.** "Additional Property" shall mean additional real estate other than the Submitted Property which may be subject to the terms of this Declaration in accordance with the provisions of Article II, Section 2 of this Declaration.

**Section 2.** "Affiliated Entity of Declarant" shall mean and refer to (i) any person(s) which is/are a majority shareholder of Declarant; or (ii) any legal entity in which more than half of its outstanding voting stock is owned by Declarant, or (iii) the majority shareholder(s) of Declarant.

**Section 3.** "Annual Assessments" shall mean the assessments established pursuant to Article V, Section 2 and Article V, Section 6 of the Declaration.

**Section 4.** "Appropriate Local Governmental Authority" shall mean and refer to the City of Concord, Cabarrus County or other appropriate local governmental authority having jurisdiction over the Property.

**Section 5.** "Architectural Design Guidelines" shall mean and refer to the Architectural Design Guidelines promulgated from time to time by the Board of Directors of the Association or the Architectural Review Committee.

**Section 6.** "Architectural Review Committee" shall mean and refer to the committee of the Association appointed to oversee the development and enforcement of architectural design

and landscaping control standards and restrictions with respect to the Property and to perform certain other functions described in the Declaration.

**Section 7.** "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended, modified, supplemented or restated from time to time.

**Section 8.** "Assessment" or "Assessments" shall mean and refer to the Capital Contribution ("Capital Contribution"), Annual Assessments ("Annual Assessments"), Special Assessments ("Special Assessments"), Supplemental Annual Assessment ("Supplemental Annual Assessment"), and Special Individual Assessments ("Special Individual Assessments") established by Article V of this Declaration.

**Section 9.** "Association" shall mean Woodbridge Homeowners' Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina and its successors and assigns.

**Section 10.** "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and serve pursuant to the Bylaws.

**Section 11.** "Builder(s)" shall mean and refer to any licensed contractor (either person or firm) in the business of building and selling homes to individuals and selected by Declarant to buy Lots and construct homes for sale in the Development, including, but not limited to Niblock Homes, LLC.

**Section 12.** "Bylaws" shall mean the Bylaws for the Association.

**Section 13.** "Capital Contribution" shall mean the charge established by Article V, Section 5 of this Declaration.

**Section 14.** "Common Area" or "Common Elements" shall mean all real property owned by the Association (whether owned in fee or by way of license or easement) or leased by the Association, other than a Lot, in Woodbridge for the common use and enjoyment of members of the Association lying within the boundaries of the Property. Common Areas, with respect to the Property subject to this Declaration, shall be shown on the plats of Woodbridge recorded in the Cabarrus County Registry and designated thereon as "Buffer", "Common Area", "Common Open Space", "Common Area/Open Space", "Open Space", "SCM", "Stormwater SCM Pond Access & Maintenance Easement", or similar designations. Common areas shall include entranceway area(s), berms, signage, and buffer areas. The assessments, charges and liens created under Article V herein shall not apply to the Common Area. The Common Area shall include any stormwater device that serves more than one (1) Lot.

**Section 15.** "Declarant" shall mean and refer to Woodbridge-Concord, LLC, its successors and assigns, provided that any such successor-in-title or assign shall acquire for the purpose of development and/or sale all or substantially all of the remaining undeveloped or unsold portions of the Property and, provided further, that in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the

Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance. Provided further, that upon such designation of such successor Declarant, all rights, duties and obligations of the former Declarant in and to such status as Declarant hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the Declarant hereunder at any time.

**Section 16.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Woodbridge, as the same may be amended from time to time as herein provided.

**Section 17.** "Development" shall mean and refer to Woodbridge, a single-family residential subdivision proposed to be developed on the Property by Declarant.

**Section 18.** "FHA and VA" shall mean and refer to the Federal Housing Administration and the Veteran's Administration, respectively. If either or both of these federal agencies shall hereafter cease to exist or perform the same or similar functions they now serve, references hereto to FHA or VA shall be deemed to mean and refer to such agency or agencies as may succeed to the duties and services now performed by either or both of these departments.

**Section 19.** "Lot" shall mean and refer to any separately numbered or lettered tract of land, with delineated boundary lines, to be used for residential purposes shown upon any recorded subdivision plat of the Property subject to this Declaration. No tract shall become a "Lot" as that word is used herein until a Plat of the area on which the same is located is recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina. "Lots" shall refer to all lots collectively. Declarant and Builder hereby reserve the right to reconfigure, from time to time and without consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant or Builder and to thereby create additional Lots, eliminate existing Lots or create additional Common Elements; provided, however, in no event shall the Property contain a greater number of Lots than the number from time to time permitted by the Appropriate Local Governmental Authority, nor shall any Lot within the Property contain fewer square feet than the minimum square feet from time to time required by the Appropriate Local Governmental Authority. If Declarant or Builder elects to exercise its right to revise the boundaries of one or more Lots owned by Declarant (or Builder), Declarant or Builder shall, in the manner required by the Appropriate Local Governmental Authority, record a revised plat of the affected Lot or Lots. Upon the recording by Declarant or Builder of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

**Section 20.** "Master Plan" shall mean and refer to the plan(s) for the Property now or hereafter approved by the Appropriate Local Governmental Authority, as such plan(s) may be from time to time amended and approved.

**Section 21.** "Map" shall mean and refer to the map or maps of the Submitted Property which are recorded or are to be recorded in the Cabarrus County Public Registry, and the map(s)



of any additions to the Submitted Property which may be recorded hereafter by the Declarant in the Cabarrus County Public Registry.

**Section 22.** "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

**Section 23.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including Declarant, which is a part of Woodbridge, but excluding those having such interest merely as security for the performance of an obligation.

**Section 24.** "Person" shall mean a natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

**Section 25.** "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the General Statutes of North Carolina, as the same may be amended, modified, supplemented or restated from time to time.

**Section 26.** "Property" or "Properties" shall mean the Submitted Property described in herein the Statement of Purpose together with such additions thereto as may from time to time be designated by Declarant in accordance with Article II hereof, whether or not such additions are contiguous with or adjoining the boundary line of the Submitted Property. "Property" or "Properties" may sometimes be referred to herein as "Woodbridge".

**Section 27.** "Special Assessments" shall mean the assessments established pursuant to Article V, Section 8 of the Declaration.

**Section 28.** "Special Individual Assessments" shall mean the assessments established pursuant to Article V, Section 9 of the Declaration.

**Section 29.** "Submitted Property" shall mean that certain parcel of real property described herein the Statement of Purpose.

**Section 30.** "Supplemental Annual Assessment" shall mean and refer to that assessment established pursuant to Article V, Section 6 of the Declaration.

**Section 31.** "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions, and Restrictions, which are filed of record to being Additional Property within the coverage of this Declaration and/or which are specific to certain sections, phases, or Maps of Woodbridge as defined herein,

## ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

**Section 1.** The Submitted Property shall be held, transferred, sold, conveyed and

occupied subject to this Declaration. Only the Submitted Property is hereby made subject to this Declaration; provided, however, Declarant shall have the right to subject additional real property to these restrictions as provided herein Article II, Section 2.

**Section 2.** Without further assent or permit, Declarant shall have the right from time to time to subject additional real property to the terms and scheme of this Declaration said property to be developed as part of Woodbridge and thereby bringing such additional properties within the coverage of this Declaration by filing a Supplemental Declaration in the office of the Register of Deeds for Cabarrus County, North Carolina, containing a description of the additional property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the additional property.

**Section 3.** Any addition of real property (or easements or rights-of-way to such real property) shall be made by filing of record one or more Supplemental Declarations in respect to the property in the Cabarrus County, North Carolina, Public Registry to be then made subject to this Declaration, shall thereby then extend to such property.

**Section 4.** Any Supplemental Declaration may contain complementary additions and modifications to the covenants, conditions, and restrictions contained herein as may be necessary in the judgment of Declarant to reflect the different character of the Additional Property. Nothing contained in this Article II however, shall be construed to obligate Declarant to bring any Additional Property within the coverage of this Declaration.

**Section 5.** No property of Declarant shall be subject to these restrictions except that property made subject thereto as herein provided. No property of Declarant shall be subject to any restrictions by implication arising from Declarant imposing these restrictions on the property herein described.

### ARTICLE III: PROPERTY RIGHTS

**Section 1. Ownership of Common Areas.** Declarant shall convey the Common Areas to the Association after completion by Declarant of improvements thereon, if any, and upon such time as Declarant determines that the Association is able to maintain same. Within five (5) years of conveyance of the Common Areas to the Association, the Board of Directors of the Association, without the assent of the Owners, may reconvey to Declarant all or any part thereof of the Common Area in order to facilitate the development of the Property. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public.

**Section 2. Owner's Easements of Enjoyment.** Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of this Declaration. No planting or gardening by individual Owners shall be done upon any Common Area. Except for the right of easement of enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Area

except as may be allowed and prescribed by the Association's Board of Directors or as expressly provided for herein. It is Declarant's intent that this paragraph inure to the mutual benefit of all owners within the Property. Each Owner's nonexclusive right and easement of enjoyment in and to the Common Area is subordinate to the right of the Association to dedicate and convey Common Area pursuant to subsections (e), (f), (g), and (h) of this paragraph. Each Owner's easement of enjoyment is subject to the following:

- (a) The right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and to insure the safety and rights of all Owners on the Common Areas;
- (b) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association to limit the use of the Common Area to Owners, their families and guests;
- (d) The right of the Association to suspend the voting rights of an Owner(s) and/or the right(s) of such Owner(s) for any period during which any assessment against his lot remains unpaid, or for any infraction of the Association's published rules and regulations, if any;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association members. No such dedication or transfer shall be effective after the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership unless the members entitled to at least two-thirds (2/3) of the vote appurtenant to Class A Lots and Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable television, internet service, natural gas, water and sewerage utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership;
- (f) The right of the Declarant and/or the Association to grant utility, drainage and other easements across the Common Areas, including the easements of the type and for the purposes set forth in Article VIII across the Common Areas, which right shall include the right of Declarant to designate all or certain parts of the Common Area as areas which are to remain in perpetuity as open areas, in order for the Properties to comply with Impervious Area Requirements of the City of Concord (and/or Cabarrus County, if applicable);



- (g) The Board of Directors of the Association, without the assent of the Owners, shall have the right to dedicate or transfer all or any part of the Common Area to the Declarant within five (5) years of its conveyance to Association, in order to facilitate the development of the Property;
- (h) The Board of Directors of the Association shall have the right to dedicate or transfer all or any part of the Common Area to third parties provided the Association acquires in return other property which will be held thereafter as Common Area of equal or greater value;
- (i) The right of the Declarant to construct fencing and activities by Declarant and/or Builder(s) in construction or marketing activities in the Property; and
- (j) The Declarant reserves the right to designate all or certain parts of the Common Area as areas which are to remain in perpetuity as open areas, in order for the Property to comply with Subdivision Requirements and/or Impervious Area Requirements and/or Erosion Control Requirements of the City of Concord and/or Cabarrus County, if applicable.

**Section 3. Delegation and Use.** The right and easement of enjoyment granted to every Owner in Article III, Section 2 may be exercised by members of Owner's family and guests thereof. An Owner may delegate to his tenants his rights of enjoyment in and to the Common Area and such facilities thereon as may be provided, in accordance with the Association's bylaws and rules and regulations, if any.

**Section 4. Changes to Declaration or Supplementary Declaration.** Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that, so long as Declarant owns one (1) lot in the Property and unless the Declarant surrenders the rights set forth in this paragraph by an express amendment to the Declaration executed and recorded by Declarant, the prior written consent of Declarant shall be required for any parties to modify, change or amend, in whole or in part, the terms and provisions of this Declaration or any Supplementary Declaration or to impose new easements, covenants, conditions, restrictions, charges or liens on any part of the Property.

**Section 5. Rules and Regulations of the Association.** The Board of Directors of the Association shall have the power and authority to promulgate rules and regulations to enable the Association to carry out the letter and intent of this Declaration. All Owners shall abide by all rules and regulations so adopted by the Board of Directors from time to time. Notwithstanding any other provision of this Declaration, the Board of Directors of the Association:

- a. shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner violating such rules and regulations shall be liable to the Association for all damages and costs, including, without limitation, reasonable attorney's fees, resulting from such violations; and
- b. shall not have the powers to impose restrictions, rules or regulations or limitations

on Declarant.

**Section 6. Stormwater Management Improvements.** The Association will be responsible for maintenance of any private stormwater management inlets, pipes, swales, channels, check dams, sand filters, detention ponds or retention ponds, or the like, within the Common Area, Private Drainage Easements ("PDE"), or Stormwater SCM Pond Access & Maintenance Easements. Such maintenance shall include periodic removal of sediments, periodic inspections, restabilization of swales and channels as needed, cleaning and flushing culverts, and maintenance of vegetative cover as necessary. The use of fences in the swales shall be governed by the provisions of Article VI, Section 10(j)(viii) hereof. The Association's responsibility for stormwater management facilities, or any component thereof, and any costs thereof shall be treated as an expense of the Association, paid through annual and/or special assessments. Declarant has entered into a Stormwater Control Measures (SCM), Access Easement and Maintenance Agreement with the City of Concord recorded in Book 12679, Page 296, of the Cabarrus County Registry. The Association shall be responsible for all requirements and obligations of Declarant as provided therein.

**Section 7. Street Maintenance and Acceptance.** The Declarant has built the streets in Woodbridge in accordance with the standards and specifications of the City of Concord and the State of North Carolina. The streets have been dedicated for public use as shown on the plats of Woodbridge Subdivision, Phase 1, Map 1, recorded in Map Book 75, Page 44, and Woodbridge Subdivision, Phase 2, Map 1, recorded in Map Book 75, Pages 42 and 43, Cabarrus County Registry. The initial construction has been inspected and certified by the City of Concord for publicly maintained streets and the Declarant has provided the City of Concord with an acceptable financial security to guarantee the completion of the sidewalks and the final asphalt surface course. The Association will be responsible for maintenance of the roads within the Submitted Property until the streets are accepted for maintenance by the City of Concord. However, the Builder(s) shall be responsible for any necessary repairs to the streets, curb & gutter, sidewalks, and other improvements within the road right-of-way(s), the need for which was created by damage or error to such streets by the Builder(s) (or its agents). Following the acceptance of the streets for maintenance as public right of ways by the City of Concord, the Association shall be obligated to maintain the streets only to the extent such activities are not performed by the City of Concord.

**Section 8. NC Wildlife Friendly Development.** The Submitted Property has been certified as a NC Wildlife Friendly Development ([www.ncwildcertify.org](http://www.ncwildcertify.org)). The Wildlife Friendly Development Certification program is a collaboration between the NC Wildlife Resources Commission (NCWRC), NC Wildlife Federation (NCWF) and the NC chapter of the American Society of Landscape Architects (NCASLA). The certification encourages sustainable development practices and also helps protect habitats that are already in place. All homeowners are encouraged to maintain this a wildlife friendly habitat on their property and continue compliance with the program.

#### ARTICLE IV: MEMBERSHIP & VOTING RIGHTS

**Section 1. Membership.** Every Owner of a Lot which is subject to assessment and

the Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Declarant shall be a member of the Association so long as Declarant owns one (1) lot in the Property.

**Section 2. Voting and Voting Rights.** The Association shall have two classes of voting membership:

(a) **Class A.** Class A members shall be all Owners with the exception of Declarant (or any affiliated entity of Declarant) and Builder, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest (other than a leasehold or security interest) in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B members shall be Declarant (or any Affiliated Entity of Declarant) and Builder. The Declarant (or any Affiliated Entity of Declarant) and Builder shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- i. the date on which Declarant (or any Affiliated Entity of Declarant) and Builder no longer owns any part of the Property; or
- ii. the date Declarant shall elect, in its sole discretion, that the Class B membership shall cease and be converted to Class A membership (which election may be made, if at all, by giving written notice at its choice, to the Board); or
- iii. Ten (10) years from the date of this Declaration.

(c) Notwithstanding Sections 2(a) and (b) hereof, so long as there shall be any Class B Lots in the Development and unless the Declarant surrenders the rights set forth in this paragraph (c) by an express amendment to the Declaration executed and recorded by Declarant, (i) the Bylaws of the Association may not be amended without the Declarant's prior written consent, and (ii) the Declarant shall have the right to appoint or remove any Member(s) of the Board of Directors of the Association or any officer(s) of the Association; or

(d) Other provisions applicable to the rights and obligations of the Members of the Association are set forth in the Declaration and in the Bylaws.

**Section 3. Board of Directors and Declarant's Right To Representation.** The Association shall be governed by a Board of Directors (the "Board") in accordance with the Bylaws. Declarant shall have the right to designate and select all of the Members of the Board of Directors of the Association during any Period of Declarant Control, unless the Declarant surrenders the rights set forth in this paragraph by an express amendment to the Declaration executed and recorded by Declarant. Whenever Declarant shall be entitled to designate and select



any person or persons to serve on the Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws, and Declarant shall have the right to remove any person or persons selected by it to act and serve on the Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any member or members of the Board of Directors so removed for the remainder of the unexpired term of any member or members of the Board of Directors so removed. Any Board of Directors member designated and selected by Declarant need not be a resident of the Property. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any members of the Board of Directors which Declarant is not entitled to designate or select shall be elected by the Members of the Association.

**Section 4. Suspension of Rights.** During any period in which a member shall be in default in the payment of any Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, Special Individual Assessment, or other periodic assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules and regulations established by the Board of Directors, such member's voting rights may be suspended by the Board after a hearing. Such hearing shall be held by the Board or a committee thereof after giving a member ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. Determination of the violation shall be made by a majority vote of the Board or the committee thereof. During any period in which a member shall be in default in the payment of any Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, Special Individual Assessment, or other periodic assessment levied by the Association or in violation of any rules or regulations established by the Board of Directors, such member shall be subject to a fine imposed by the Board of Directors which shall be the personal obligation of the person who is the Owner of such Lot at the time when the fine was levied.

The provisions as set forth in the preceding paragraph of this Article IV, Section 4 are further subject to the provisions of N.C.G.S. Section 47F-3-107 and 47F-3-107.1.

**Section 5. Management Contracts.** The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board of Directors and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon thirty (30) days prior written notice to the manager without payment of a termination fee.

**Section 6. Insurance.**

(a) **Public Liability.** The Association shall be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determined to be customary for projects similar in construction, location and use to the development, covering each member of the Board of Directors, the

Managing Agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance or repair of the Common Areas; provided, however, that in no event shall the amounts of such public liability insurance ever be less than a million dollars per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the property or any portion thereof. Such insurance shall include endorsements covering cross-liability claims of one insured against another, including the liability of the Owners as a single group to a single owner. The Board of Directors shall review such limits annually. Until the first meeting of the Board of Directors following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than one million dollars per occurrence for claims for bodily injury and property damage; and

(b) Hazard Insurance. The Association shall be required to obtain and maintain to the extent obtainable, hazard insurance on the common areas.

The provisions as set forth in the preceding paragraph of this Article IV, Section 6 are further subject to the provisions of N.C.G.S. Section 47F-3-113.

Section 7. Quorum and Notice Requirements. Except as otherwise may be specifically set forth in this Declaration, the Articles of Incorporation or the Bylaws, the vote of a majority of all votes entitled to be cast by all classes of the Association Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Association. The number of votes present at a meeting of the Association Members that is properly called and that will be taken by the Association Members will be set forth in the Bylaws. Notice requirements for all actions to be taken by the Association Members shall be as set forth in the Bylaws. Notwithstanding the above, the affirmative vote of no less than two-thirds of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the development of the Property or any part thereof; or (2) assert a claim against or sue Declarant.

#### ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Capital Contribution ("Capital Contribution"), Annual Assessments or charges ("Annual Assessments"), Special Assessments for capital improvements ("Special Assessments"), Supplemental Annual Assessments ("Supplemental Annual Assessments"), and Special Individual Assessments ("Special Individual Assessments") established and collected as hereinafter provided. In order to secure payment of the Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, and Special Individual Assessments, any such assessment or charge remaining unpaid for a period of thirty (30) days or longer, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot

against which each such assessment or charge is made when a claim of lien is filed of record in the manner as described in N.C.G.S. Section 47F-3-116(a) and N.C.G.S. Section 47F-3-116 is otherwise incorporated fully herein by reference with regard to liens for assessments and as to the type of charges enforceable as assessments. Pursuant to N.C.G.S. Section 47F-3-116(h), the Association shall have the specific authority to levy, charge, or attempt to charge, or collect a service, collection, or administration fee from any lot owner. Each such assessment or charge, together with interest, fines, late charges, costs of collection and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligations.

**Section 2. Purpose of Annual Assessments.**

(a) The Annual Assessments levied by the Association may shall be used to promote the health, safety, and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of Property, services and facilities devoted to this purpose and related to the uses of the Common Areas or the Lots, including but not limited to, the following:

i. To maintain the streets only to the extent such activities are not performed by the City of Concord;

ii. To pay the cost of operating, maintaining and repairing all lighting of Common Area and streets, with the exception of lighting provided by a governmental agency or body, if any, including any street lights erected by the Association or the Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided therefore within the Property;

iii. To maintain any and/or all pathways in the Common Areas in an easily passable condition, free from fallen trees, undergrowth, and other obstructions; and to keep all dead, diseased or decaying trees, shrubs and bushes removed from landscaped areas;

iv. To keep any parks and/or picnic areas in the Common Areas clean and free from debris and to maintain all picnic tables and other amenities in a clean and orderly condition, and to maintain the landscaping therein, including any necessary removal and replacement of landscaping;

v. To maintain all parking areas (for automobiles or otherwise), if any, located in the Common Areas free from debris and in good repair;

vi. To maintain the Common Areas, Public Storm Drainage Easements, Stormwater SCM Pond Access & Maintenance Easements, and/or Sight Triangle areas, if any, which were reserved, by those plats recorded in Map Book 75, Pages 42, 43, and 44, Cabarrus County Registry, reserved or which will be reserved, on the Maps, in a clean and orderly condition and to maintain the signs, walls, fences, and landscaping thereon



(including irrigation systems, lighting, signage, berms, groundcover, shrubs and flowers, if any) to the standards established at completion of landscaping of said Common Areas, Public Storm Drainage Easements, and/or Sight Triangle areas, if any, and upon the conditions provided for in the hereinabove recorded instruments;

- vii. To comply with all agreements with (whether of the Declarant or the Association), or statutes, ordinances, rules or regulations of, City of Concord (or any agency thereof), Cabarrus County (or any agency thereof), or the State of North Carolina (or any agency thereof), respecting the use of any Common Areas;
- viii. To provide such security as may be deemed reasonably necessary for the protection of Common Areas from theft, vandalism, fire and damage from animals;
- ix. To maintain bodies of water and related facilities, if any, located on or in the Common Areas;
- x. To maintain the entrance area to the Development in a clean and orderly condition and to maintain the subdivision entrance monuments and signs, wall, fences located on the Common Areas [it is noted that all fences in rear and side yards are the responsibility of the applicable Owner(s)], and the landscaping thereon (including irrigation systems, lighting, signage, groundcover, shrubs and flowers) to the standard established at completion of the entrance area;
- xi. To maintain all other landscaping in the Common Areas to the standard established at completion of such landscaping;
- xii. To pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;
- xiii. To pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the Bylaws;
- xiv. To pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;
- xv. The provision of any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the properties and which the Association shall decide to provide. The purposes for which assessments may be levied shall include payment for utilities necessary to accomplish the foregoing purposes;
- xvi. To maintain a contingency reserve for the replacement of capital improvements and to fund unanticipated expenses of the Association;

xvii. To provide general lawn maintenance upon each Lot as set forth in Article V, Section 7;

xviii. To provide for the maintenance, repair and/or replacement of the mailbox cluster units within the Development; and

xix. To provide for such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund ("Reserve Fund") for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Property which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses. In order to fund unanticipated expenses of the Association, the Reserve Fund shall be equal to five percent (5%) of the sum of the amounts described in the preceding subsections of Article V, Section 2, in order to fund unanticipated expenses of the Association.

(c) All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Owners. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws.

**Section 3. Budgeting and Allocating Common Expenses.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated expenses for the operation of the Association and the operation and maintenance of the Common Areas for the coming year. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Capital Contributions, Annual Assessments, Special Assessments, Supplemental Annual Assessments, and Special Individual Assessments against the Lots, as authorized, established and collected as provided herein this Article V.

The Association is hereby authorized to levy Annual Assessments equally against all Lots, except Lots owned by Declarant (and any Affiliated entity of Declarant) or Builder, subject to assessments to fund the Common Expenses. In determining the Annual Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

The Declarant and Builder may, but shall not be obligated to, reduce the Annual Assessment for any fiscal year by payment of a subsidy (in addition to any amount paid by Declarant under Article V), which may, in the Declarant's and/or Builder's discretion, either be a contribution, an advance against future assessments due from the Declarant and/or Builder, or a loan. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate the Declarant to continue payment of

such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

Pursuant to N.C.G.S. Section 47F-3-103(c) within 30 days after adoption of any proposed budget, the Board shall provide to each Owner a copy of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than 10 days nor more than 60 days after mailing of the budget and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified, unless at said meeting a majority of all Owners in the Association or any larger vote specified in the Declaration rejects the budget. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Annual Assessment from time to time, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

**Section 4. Exempt Property.** The assessments, charges and liens created under this Article shall not apply to the Common Area, nor shall they apply to any lot the title to which is vested either in any first mortgagee subsequent to foreclosure or in the Secretary of Housing and Urban Development or the Administrator of Veterans Affairs or any other state or federal governmental agency which acquired title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such property by such first mortgagee or such governmental agency the assessment shall again accrue on such lot. Any lot which Declarant may hereinafter designate for common use as part of the Common Areas shall also be exempt by a local public authority, and all land granted to or used by a utility company shall be exempt from the assessments created herein.

**Section 5. Capital Contribution.** Each Owner of a completed dwelling unit shall contribute to the Association the sum of \$300.00 payable at the closing of such purchase, which Capital Contribution shall be deposited into the Association's regular operating account. Further, such Capital Contribution shall not be due from the Declarant (or any Affiliated Entity of Declarant) or Builder, or from Builders who purchase a lot on which to construct a dwelling unit for sale. [Builder(s) shall mean and refer to any person or firm in the business of building and selling homes to individuals and selected by Declarant to buy Lots and construct homes for sale in Woodbridge, including, but not limited to Niblock Homes, LLC.] Capital Contributions shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association. Capital Contributions shall not be considered to be advance payment or pre-payment of Annual Assessments or Special Assessments. Capital Contributions are payable the initial purchaser and all subsequent purchasers of a given dwelling unit.

Any Capital Contribution that remains unpaid for a period of thirty (30) days or longer, together with interest, costs of collection and reasonable attorney fees, shall be a charge and continuing lien upon the Lot against which such assessment is made when a claim of lien is filed

of record as provided in Article V, Section 1. In addition, those remedies provided in Article V, Section 12 for the nonpayment of assessments and Article V, Section 13 (Subordination of the Lien to First Mortgages) applies to the Capital Contributions.

**Section 6. Maximum Annual Assessments.** For the calendar year beginning January 1, 2018, the maximum Annual Assessment shall be \$2,400.00 per year. The Annual Assessment for any lot owned by Builder shall be at a rate which is one-fourth (1/4) of the rate otherwise payable.

Annual Assessments may only be increased in accordance with the following:

(a) From and after January 1, 2019, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the membership (unless required under the Planned Community Act or other applicable law), may increase the Annual Assessment applicable to each Lot by a maximum amount equal to not more than twenty five percent (25%) above the maximum Annual Assessment for the previous year. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the membership (unless required under the Planned Community Act or other applicable law).

(b) From and after January 1, 2018, the maximum Annual Assessment for Lots may be increased above twenty five percent (25%), and without limitation, if such increase is approved by Members entitled to no less than two-thirds (2/3) of all of the votes of Class A and Class B members combined and written consent of Declarant (so long as Declarant owns any part of the Property). Such voting may be represented in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum herein provided.

(d) If the Board of Directors shall levy less than the maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a Supplemental Annual Assessment ("Supplemental Annual Assessment"), subject to the procedures set forth hereinabove Article V, if applicable. In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable maximum Annual Assessment for such year other than as set forth herein.

(e) The Annual Assessments shall be paid as provided in Article V, Section 11.

**Section 7. Lawn Maintenance.** The Association shall provide general lawn maintenance upon each Lot and which shall include, but not be limited to, basic landscaping work by a maintenance firm for all lots within the Subdivision, to include mowing, weeding, sweeping



walks and drives, and fertilizing and top seeding. Such general purpose lawn maintenance shall not include, however, exterior building maintenance, maintenance of fences, maintenance of homeowner-installed planting areas, irrigation and planting of lawns on Lots, and replacement dead, diseased or decaying trees, shrubs and bushes. (It is noted that the replacement of dead, diseased or decaying trees, shrubs and bushes located on a Lot is the cost of the Owner and is not included in the Lawn Maintenance Assessment.) Such general purposes shall include mowing, weeding, fertilizing and top seeding and generally maintaining the entranceway area, berms, and signage within or located upon property within such subdivision. In order to carry out the Association's duties set forth herein, it is reserved to the Association the right to unobstructed access on and upon each Lot, at all reasonable times to perform maintenance as provided in this Article. Further, the Owner may, at his election, plant flowers in front and rear beds established by Builder in developing the Lot. Provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the remaining yard spaces. No such plantings by an Owner shall reduce the assessment payable by him to the Association. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association. Any plantings by an Owner should conform to the criteria set forth by the Wildlife Friendly Development Certification program, which encourages the use of native vegetation in landscaped areas over non-native vegetation that may not benefit wildlife and has the potential to spread into natural areas.

(As a matter of information to future Members of the Association, the Declarant wishes to make it known that due to differing amounts of exposure to the elements and other factors, some lawns may require more maintenance than others and that it is in the best interest of the entire Association that all lawns be properly maintained and that the Association shall be required to provide such lawn maintenance provided for herein and make a uniform charge without regard to the actual cost of maintenance of each lawn.)

In the event that the need for lawn maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such lawn maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The determination of the need, quality, extent and cost of maintenance and repair shall be made by a committee comprised of Owners, which shall be appointed by the Board of Directors of the Association. The determination of said committee shall be reasonable and made upon consistent nonarbitrary principles adopted by the Board of Directors. The Association may, in the Board of Directors' discretion, delay commencement of the maintenance and repairs required by casualty, or willful or negligent acts, until the cost thereof is paid by the applicable Owner(s) to the Association. The Association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder.

**Section 8. Special Assessments.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, the water quality SCM repair and the roadways serving the Property. Same shall specifically include any obligations set

forth in the Stormwater Control Measures (SCM), Access Easement and Maintenance Agreement with the City of Concord recorded in Book 12679, Page 296, of the Cabarrus County Registry. Provided, however, (a) Declarant (or any Affiliated Entity of Declarant) and/or Builder shall not be obligated to pay any Special Assessment on Lots owned by Declarant (or any Affiliated Entity of Declarant) and/or Builder except with Declarant's prior written approval, and (b) any Special Assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and approved by the assent of two-thirds (2/3) of the votes of appurtenant to the Lots which are subject to this Declaration. Such voting may be represented in person or by proxy at a meeting duly called for this purpose. All Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a quarterly basis or monthly basis, as established by the Board.

**Section 9. Special Individual Assessments.** In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, whether occasioned by any act or omission of such Owner(s), members of such Owner's family or such Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Declarant (or any Affiliated Entity of Declarant) and/or Builder shall not be obligated to pay any Special Individual Assessment. The due date of any Special Individual Assessment levied pursuant to this Section shall be fixed in the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

**Section 10. Notice and Quorum for Any Action Authorized Under Sections 6, 7, and 8.** Written notice of any meeting called for the purpose of taking any action authorized under Article V, Sections 6, 8, or 9 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. There shall be no requirement that a quorum be present at the meeting.

**Section 11. Date of Commencement and Due Dates of Annual Assessments.**

- i. Any Lot owned by Declarant shall be exempt from the Annual Assessments created herein.
- ii. The Annual Assessments shall commence as to all Lots, except Lots owned by Declarant, shown on a Plat of any Phase of the Property, on April 1, 2018. For any subsequent Plat of a Phase, the Annual Assessments shall commence on the date of the conveyance of the first Lot on such plat by Declarant.

- iii. From the date on which the Annual Assessments commence on a Lot until the date on which the Lot is sold by the Declarant (or an Affiliated Entity of Declarant) or Builder to the purchaser of a home, the Builder shall be liable for Annual Assessments at a rate which is one-fourth (1/4) of the rate otherwise payable.
- iv. The first Annual Assessment shall be adjusted according to the number of days remaining in the calendar year when filed. After the first year, the Annual Assessment shall be payable annually (or quarterly at the election of the Owner), on the first day of each January (or if the Owner has elected semi-annual payments, on the first day of each January, April, July, and October) or on such other payment dates as shall be established by the Board of Directors.
- v. The Board of Directors shall fix the amount of the Annual Assessment against each Lot as provided in Article V, Section 6.
- vi. Written notice of the Annual Assessment shall be sent to every Owner.

**Section 12. Effect of Non-Payment of Assessment; Remedies of the Association.** Notwithstanding Article V, Section 11 hereof, the Declarant may, at its election, postpone in whole or in part the date on which the assessments shall commence provided that the Declarant and/or Builder maintains the Common Area (and/or the Lawn Maintenance as provided in Article V, Section 7) for which no assessment is being collected during the period of such postponement. Any assessment (including the Capital Contribution) not paid within fifteen (15) days after the due date shall be assessed a late charge as determined by the Board of Directors and bear interest from the due date at an annual rate of twelve percent (12%), but in no event above the then maximum legal rate, and to the extent allowed by law. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Association to defray the costs arising because of late payment. The Association, or its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area, abandonment of his Lot, or for any other reason.

The provisions as set forth in the preceding paragraph of this Section are further subject to the provisions of N.C.G.S. Sections 47F-3-107, 47F-3-107.1, and 47F-3-116, which are incorporated fully herein by reference.

**Section 13. Subordination of the Lien to First Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or under a power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of

such assessment as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may, in its sole discretion, determine such unpaid assessments to be and Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, or Special Individual Assessment, as applicable, collectable pro rata from all Owners including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the Annual Assessment to be in excess of the maximum permitted in Article V, Section 6. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

**Section 14. Certificate of Payment.** The Association shall, upon demand for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, and or Special Individual Assessment, if any, (collectively referred to as "the assessments") on a specified Lot have been paid to date. No charge shall be assessed Declarant or an Affiliated Entity of Declarant for a certificate or other proof of payment of the Assessments. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

#### ARTICLE VI: ARCHITECTURAL AND LANDSCAPING CONTROL

**Section 1. Architectural Review Committee.** There is hereby established an Architectural Review Committee. The Architectural Review Committee (the "ARC" or "Committee") is established to perform the Architectural Review functions set forth in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the ARC, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration. For purposes of this Article VI, the Declarant shall appoint the member(s) of the Architectural Review Committee, so long as Declarant or Builder is the record owner of one (1) Lot within the Development. After the termination of the Declarant's and Builder's ownership interest in the Development as described herein, the Board of Directors of the Association shall appoint the Members of the Committee to carry out the functions set forth in this Article. However, pursuant to Article I, Section 15, and Article X, Section 9 hereunder, Declarant may assign any or all of the rights and responsibilities of the Architectural Review Committee to another Person (as defined in Article I, Section 24). Once Declarant no longer controls the Architectural Review Committee, the Committee shall be composed of three or more persons (who may, but need not be, Members of the Association) appointed by the Board.

**Section 2. Architectural Design Guidelines and Development Standards.** The Declarant and/or the ARC may develop, publish and promulgate architectural standards and guidelines (hereafter "Architectural Design Guidelines") which are incorporated herein by reference. The Architectural Design Guidelines shall be used by the ARC in reviewing any proposed plans, specifications and materials submitted to the ARC for approval. The Architectural Design Guidelines shall establish development standards setting forth the minimum standards for the design, size, location, style, structure, color, mode of architecture,



mode of landscaping and relevant criteria deemed important by the ARC or Declarant for the construction of improvements of any nature in the Property. The purpose of such development standards will be to preserve and promote the character and orderly development of the Property while allowing diversity of design and architectural themes for different Sections of the Property. By acceptance of a deed to any Lot, each Owner thereof and his successors and assigns agrees to be bound by all provisions of such development standards as may be adopted by the ARC and to use diligence in keeping abreast of the provisions thereof and any amendments thereto.

**Section 3. Review by Committee.** Notwithstanding anything contained in this Declaration to the contrary, no Improvements, including, without limitation, site preparation on any Lot, change in grade or slope of any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, erection of or changes or additions in fences, hedges, walls and other structures, any landscaping, or any cutting of trees on any Lot, shall be commenced, erected or maintained on any portion of the Property until: (a) the Architectural Review Committee has approved the plans and specifications therefore and the location of such Improvements and has given its written approval for commencement of construction, all in accordance with the terms and requirements in the Architectural Design Guidelines; and (b) the fees set forth in or contemplated in this Article VI have been paid.

The provisions of this Article VI shall not apply to the construction of any improvements commenced, erected or maintained by Declarant or an Affiliated Entity of Declarant or upon any of the Common Areas or Maintenance Areas.

In addition, no alteration or modification to an existing dwelling unit or any other structure previously approved by the ARC whether dwellings, buildings, gazebos, storage sheds, room additions, armadas, rooms, fences, walls, canopies, statuary, awnings, roofs, devices to be mounted on roofs, exterior lighting facilities, recreational/athletic facilities, changes in exterior paint color, or other similar improvements or attachments shall be constructed and no alteration of the established drainage on a Lot shall be made unless complete plans and specifications therefore have been first submitted to and approved in writing by the ARC.

Final plans and specifications shall be submitted to the ARC as specified in the Architectural Design Guidelines. The plans and specifications (the "Plans") shall show the nature, kind, shape, height, materials and location of all improvements and landscaping, including but limited to the following: (i) foundation plans, (ii) floor plans of all floors, (iii) elevation drawings of all exterior walls, (iv) roof plan, (v) plot plan showing location and orientation of all structures (including accessory buildings) proposed to be built on the Lot with the setback lines as shown on the recorded Map drawn in, (vi) the square footage of the proposed structures, (vii) the location of and materials for any driveway, and, where the driveway is to cross a drainage ditch adjacent to any roadway, and (viii) samples or appropriate description of materials and exterior colors. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration or the Architectural Design Guidelines.

The Committee shall have the absolute and exclusive right to refuse to approve the proposed Plans or make recommendations for modifications in the Plans. In passing upon such

Plans and samples, the Committee may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved, the quality of the proposed workmanship and materials, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring Lots.

At such time as the plans meet the approval of the Committee, one complete set will be retained by the Committee and the another set shall be marked approved on behalf of the Committee and returned to the Owner or his designated representative in addition to a certificate evidencing such approval. If disapproved by the Committee, one set of such plans shall be marked "disapproved" and shall be accompanied by a statement setting forth the reasons for disapproval. In no event shall the Committee give verbal approval or disapproval of any plans.

If the Committee, fails to approve or disapprove such proposed Plans within thirty (30) days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. An Owner submitting plans to the Committee shall have the burden of establishing the date upon which the Committee received said plans.

**Section 4. Fee.** Pursuant to N.C.G.S. Section 47F-3-116(a2), the Architectural Review Committee shall have the specific authority to charge a fee for reviewing submitted applications. The fee shall be paid at the time the request for approval is submitted. Refusal or approval of plans, specifications, builder or location may be based upon any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Committee shall be deemed sufficient.

**Section 5. No Waiver.** The approval or disapproval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed: (a) to constitute a waiver of any right to approve or withhold approval or consent as to any similar proposals, plans and specification, drawings, or matters whatever subsequently or additionally submitted for approval or consent not; (b) to prohibit the ARC from modifying and amending the Architectural Design Guidelines from time to time (with the approval of the Board) to specifically permit any improvement previously prohibited or (c) to prohibit any improvement previously permitted.

**Section 6. Variance.** The ARC may authorize a variance from compliance with the Architectural Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, as determined by the ARC, and no variance shall (a) be effective unless in writing or (b) estop the ARC from denying a variance in other circumstances.

**Section 7. Violation of Approved Plans and Right of Entry.** If it is determined by the ARC that a violation exists on a Lot, or that work completed on any Lot has not been completed in compliance with the final plans approved by the Committee, the Committee of the

Association shall notify the Owner in writing of such non-compliance. The ARC shall specify in reasonable detail the particulars of non-compliance and may require the Owner to remedy the same. The Architectural Design Guidelines shall provide the policies and procedures for notification by the ARC and compliance by the Owner.

The Association shall have the right to enter upon the Lot of any Owner and to perform compliance or remedy non-compliance as ordered by the Committee and the cost of such performance or remedy shall be charged to the Owner of the Lot in question, which cost shall be due within ten (10) business days after receipt of written demand therefore. If the Owner fails to remedy such non-compliance or to commence and continue diligently toward achieving compliance, Declarant or the Association (as their interest shall appear) shall notify the Owner that it shall take action to remove the non-complying improvements and/or seek injunctive relief, recovery of costs incurred, and imposition of a fine, which fine shall not exceed ten percent (10%) of the cost of achieving compliance.

**Section 8. Non-Liability for Approval of Plans.** Architectural Review Committee (and, if applicable, Declarant) approval of plans shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. Neither the Architectural Review Committee, the Members thereof, the Association, any Member thereof, the Board nor Declarant assumes any liability or responsibility by approving such plans and specifications, or for any defect in any improvements constructed from such plans or specifications. Neither the Committee, any Member thereof, the Association, the Board nor Declarant shall be liable to any Member, Owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings and specifications.

**Section 9. Definitions.** For purposes of this Declaration, the following terms shall have the following meanings unless the context clearly requires a different meaning:

(a) "accessory building" means every tool shed, storage or utility building, well house, or other similar building constructed on a Lot which is not a dwelling;

(b) "buildings" mean accessory buildings and dwellings;

(c) "dwelling" means a building constructed for single-family residential use but not excluding guest quarters or other similar quarters;

(d) "heated living area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, heated living area excludes vaulted ceilings areas, attics, unheated porches (roofed or unroofed), attached or detached garages, porte-cocheres, accessory buildings, and unheated

storage areas, decks, terraces, and patios. The term story shall mean a finished horizontal division of heated living area extending from the floor of such division to the ceiling above it. The term half story shall mean a story which contains fifty percent (50%) or less heated living area than the story in the house containing the most heated living area; and

(e) "improvements" or "structures" shall mean and include any and all man made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; decks, and patios; planters; terraces; roofed structures; parking areas; fences; pet fencing; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings; poles; tubs/spas; swimming pools; tennis courts; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs; exterior illumination; and changes in any exterior color or shape. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Review Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Review Committee.

Section 10. General Guidelines. Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Architectural Review Committee in the approval or disapproval of an Owner's plans and specifications:

(a) All structures (except accessory buildings, fences or walls, approved by the Architectural Review Committee) shall be erected above grade within those setbacks as more particularly reflected on the recorded Maps. (Note: The maps of Woodbridge recorded or to be recorded in the Cabarrus County Registry, provide building requirements and/or setback lines which neither create nor impose private restrictions, but instead reflect zoning and/or subdivision regulations of the City of Concord.) For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, and other similar projections shall not be considered as a part of a building provided; however, this shall not be construed to be deemed to permit the encroachment of any improvement onto another Lot. In addition, all improvements shall be constructed in order to comply with Impervious Area Requirements of the City of Concord (and/or Cabarrus County, if applicable.)

(b) Further, all dwellings constructed on a lot shall not contain less than 1,500 square feet of Heated Living Area.

(c) The Architectural Review Committee has the right to decide in its sole and absolute discretion the precise site and location of any structure placed upon any Lot; provided, however, that the Owner shall be given the opportunity to recommend a specific site for such structure.

(d) Home design shall be craftsman style.



(e) All structures constructed or placed on any Lot shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. No used structures shall be relocated or placed on any such Lot.

(f) All dwellings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or concrete covered foundation.

(g) The exterior surfaces of all dwellings and accessory structures shall be covered only with brick, stone, stucco (synthetic stucco is not permitted), wood, or siding consisting of wood, wood composite, or cement fiber composite board; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished. The exterior boxing system (i.e. fascia, soffit and frieze) may be covered with vinyl siding.

(h) Roofs shall be covered with asphalt or fiberglass shingles, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing.

(i) Permitted Accessory Uses. No accessory uses to any residential dwelling shall be permitted on the Property other than the following:

- i. Accessory buildings shall be consistent in style, design, and harmony with the primary dwelling.
- ii. There shall be only one (1) accessory building constructed on or placed on a Lot, with dimensions no greater than eight (8) feet by ten (10) feet.
- iii. No accessory buildings shall be placed or constructed on a Lot prior to submission to and approval by the Architectural Review Committee.
- iv. All driveways, and turning, and parking, areas shall be concrete surfaced, or shall be surfaced with such other materials as may be approved by the Architectural Review Committee; such surfacing must be completed prior to the occupancy of any dwelling on a Lot. Other surfaces or center grass strips may be utilized for driveways as approved by the Architectural Review Committee in order to comply with Impervious Area Requirements of the City of Concord (and/or Cabarrus County, if applicable.) That portion of the driveway located within the street right-of-way, or adjoining the street, shall be constructed in strict accordance with the restrictions and requirements of the City of Concord or such other governmental agency(ies) as may control such access areas.

(j) Fencing: The Architectural Design Guidelines shall provide the specifications for fencing. The following general guidelines shall apply to fencing:

- i. The Architectural Review Committee shall approve and establish the specifications (i.e. style, color, and materials) for a standard approved

fencing product for the Development (the "Standard Fence"). Any fencing constructed on a Lot shall be the Standard Fence. [It is anticipated that the Standard Fence shall consist of tan vinyl posts and tan vinyl panels, with aluminum gate(s).]

- ii. No fence, wall or other enclosure, except those approved with initial plans submitted by Builders as provided in Article VI, Section 3 and fencing located on the Commons Areas as provided in Article VI, Section 10(h)(viii) hereof, shall be constructed on any Lot without first obtaining the approval of the Architectural Review Committee. Furthermore, approved fences, walls and enclosures cannot be removed, altered, replaced, and/or reconstructed without the approval of the Architectural Review Committee.
- iii. No portion of any fence erected on any Lot may exceed five (5) feet in height.
- iv. No chain link fences, concrete block, or exposed wire fences of any nature shall be permitted.
- v. The Architectural Review Committee may permit the following:
  - a. Fences extending nearer to any front street than the back building line of the residence located on that Lot;
  - b. Fences extending nearer to any side street than the side building line of the residence located on that Lot; and
  - c. Fences for screening trash containers.
- vi. Electronic fence or electronic pet containment system, or "hidden" fence including, but not limited to an Invisible Fence<sup>®</sup>, underground fence, remote fence, wireless fence, and/or radio controlled fence ("Electronic Fencing"), can be installed or located only in the rear yard (i.e., That area extending across the full width of the lot and extending from the rear main walls of the dwelling to the rear lot line.) Electronic Fencing shall not under any circumstances extend to that area located between a side lot line or side street lot line and a main side wall of a dwelling or within the front yard of any Lot (i.e., That area extending across the full width of the lot and extending from the closest front wall of the dwelling to the margin of the right-of-way of the road on which the Lot fronts. The front yard of a corner lot is the yard adjacent to the designated front lot line.)
- vii. No "dog runs", chain link animal enclosures, or animal enclosures of any nature shall be allowed within the Development.

- viii. Once an approved fence or wall has been erected or installed along a side Lot boundary line which is a common boundary line with another Lot, such approved fence or wall shall be the only fence or wall that may be erected along this common boundary line, and the Owner who installs or erects such fence or wall shall finish both sides thereof. Shared fencing along a common boundary line is not considered an encroachment. Furthermore, an approved fence or wall erected or installed along a rear boundary line shall connect to the existing fence on an adjoining Lot, if applicable. Whenever practical, the intent is not to have fences abutting (i.e. double fences) but shared or common fences. However, the Architectural Review Committee may approve variances on a case by case basis. All fences shall be maintained in a structurally sound and attractive manner. Maintenance of a fence or wall located on a common boundary line shall be shared by the Lot Owners on each side of the common boundary line. Owner shall be responsible for removing any fence that interferes with the maintenance or access to any storm drainage easement.
- ix. Notwithstanding the foregoing, all fencing located or installed on the Common Areas are exempt from the fencing requirements provided herein. Declarant, its successors and assigns, and the Association shall have the right to erect chain link fences and any other type of fences and enclosures within the Common Area for any purposes without the approval of the Architectural Review Committee, such fences and other enclosures to become a part of the Common Area shall be installed by the Declarant and shall be maintained by the Association to comply with all agreements with (whether of the Declarant or the Association) or statutes, ordinances, rules or regulations of, the City of Concord (or any agency thereof), Cabarrus County (or any agency thereof), and/or the State of North Carolina (or any agency thereof).
- x. Notwithstanding the foregoing, the Declarant, its successors and assigns, or an Affiliated Entity of Declarant shall have the right to erect fences, walls or other enclosures on any Lot without the approval of the Architectural Review Committee. After the initial construction and/or installation, said fences, walls and enclosures cannot be removed, altered, replaced and/or reconstructed without the approval of the Architectural Review Committee.
- xi. Declarant reserves the right and easement to erect permanent fences and/or walls and/or enclosures on the Lots (other than areas of the Lots upon which buildings are constructed) for the purpose of providing screening, privacy, decoration, retainage, and topographical stability in connection with the overall plan and development of the Property and the various Lots located thereon.

(k) Minimum landscaping for each structure shall include seeding of all lawn areas and/or maintained natural areas and appropriate foundation plantings; street tree located in the front yard and shade or ornamental tree located in the rear yard; and screening of HVAC units and trash containers as set forth and specified in the ARC Guidelines.

(l) Exteriors of all dwellings and accessory structures must be completed within one (1) year after the commencement of construction, and a certificate of occupancy issued within two years after commencement of construction; provided, however, the Committee may waive this requirement if construction delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion of construction within such time impossible.

**Section 11. Landscaping.** The Architectural Review Committee may from time to time promulgate landscaping guidelines which shall be included within the Architectural Design Guidelines (the "Landscape Guidelines"). The Landscape Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Review Committee in reviewing plans and specifications. The Landscape Guidelines may be revised and amended at any time by the Architectural Review Committee. Notwithstanding the above, lawn seeding and foundation plantings in and around the structure shall be completed prior to the issuance of the Certificate of Occupancy by the applicable governmental authority; provided, however, this requirement may be waived if delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion of the landscaping within such time impossible.

**Section 12. Approval of Changes in Structure.** Prior to making any material changes, alterations, or exterior additions to any structure on a Lot [such changes to include without limitation any addition to the existing structure, any construction or addition of an accessory building, fence, wall, or other structure or any change (including changes in color) in the exterior wall covering, the erection of antennas, aerials, awnings, the replacement of reflective or other material in the windows of a house or other exterior attachment], the Owner shall submit in writing to the Architectural Review Committee all plans and specifications showing the nature, kind, shape, height, materials, and location covering such proposed change. The Architectural Review Committee shall have the absolute and exclusive right to refuse to approve the proposed plans and shall notify the Owner of its approval or disapproval within thirty (30) days of receipt of the plans from the Owner. The ARC shall exercise its best judgment (neither arbitrarily nor capriciously) to the end that such changes, improvements and alterations, to dwellings, landscaping and structures shall not jeopardize or impair the soundness, safety or appearance of any Lot.

**Section 13. Certain Non-Exclusive Remedies in the Event of Non-Compliance.**

In the event the Owner has not submitted Plans to the Committee within the time period prescribed in the Architectural Design Guidelines or in the event the Committee (acting reasonably and in good faith) fails to issue the approval required by Section 3 of this Article, Declarant shall have the right, but shall not be obligated, to repurchase the Owner's Lot at the original price paid for the Lot by the Owner. The closing of any such repurchase by Declarant



shall occur within thirty (30) days of the mailing of written notification to the Owner advising the Owner of the event hereunder giving rise to such right of repurchase. The Owner shall tender all such instruments (including a general warranty deed) as may be necessary to close such repurchase and shall otherwise cooperate with Declarant in effecting such repurchase.

In the event the Owner has not completed construction of any structure within the time period prescribed in Section 10(l) of this Article or in the event the Owner has not completed the landscaping in and around the structure within the time period prescribed in Section 11 of this Article, Declarant shall have the right, but shall not be obligated, to cause such construction or landscaping to be completed on behalf of the Owner in accordance with the Plans and all costs and expenses of Declarant, or the agents, employees or contractors of such, in so completing the construction or landscaping shall constitute a lien on the Owner's Lot until paid or discharged with the written consent of Declarant whichever the case may be. If any such costs or expenses associated with completion of a structure on the Owner's Lot are not paid to the proper party, i.e., Declarant, by the Owner within thirty (30) days after completion of the structure, Declarant, shall have the right, but shall not be obligated, to foreclose on the lien created hereby and cause the Owner's Lot together with any improvements thereon to be sold and to receive first from the net proceeds of sale (net of all direct costs of selling the Lot) its costs and expenses in completing any structure on the Owner's Lot.

## ARTICLE VII: USE RESTRICTIONS

**Section 1. Use of Common Areas.** No planting or gardening by individual Owners shall be done upon any Common Area. Except for the right of easement of enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by the Association's Board of Directors or as expressly provided for herein. It is Declarant's intent that this paragraph inure to the mutual benefit of all owners within the property, and each Owner shall have a nonexclusive easement right to use and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to his Lot, subject to those limitations enumerated herein Article III, Section 2.

**Section 2. Land Use.** All Lots shall be used for single-family residential, non-transient, purposes only, and common recreational purposes auxiliary thereto, and for no other purpose. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the property. However, "multi-generational suites" may be included in a single-family residence provided that same meets the approval of the Architectural Review Committee and all applicable zoning requirements. Specifically prohibited uses include Institutional uses, including, but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, and beds and breakfasts. Each Lot shall be in compliance with the zoning laws of the City of Concord and if applicable, Cabarrus County. Only one detached single-family residence shall be erected on any one Lot. Declarant and/or Builder(s) may maintain a sales office, models and a construction office on any Lot until all Lots have been sold.

**Section 3. Nuisance.** It shall be the responsibility of each Owner to prevent the

development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's property. No Lot or Common Area shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or becomes an unreasonable annoyance, inconvenience or nuisance to the residents of the Development, or unreasonably interferes with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or any part of the Common Area or which would be in violation of any local, state, or federal laws or regulations. There shall not be maintained on any Lot or Common Area any plants or animals or device or things of any sort whose activity or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling Unit or any unimproved Lot or Common Area unless required by law. Fires on any or on any portion of the Common Area are prohibited. Yard, garage, or "moving" sales are prohibited on any Lot, Common Area, Street, and/or parking area anywhere within the Property.

**Section 4. Animals and Pets.** No animals shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets (which are registered, licensed, and inoculated as required by law) may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinance of the State of North Carolina, the City of Concord, and Cabarrus County. The number of household pets shall not exceed three (3) in number, except for newborn offspring of such household pets which are under nine (9) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to other Owners or to the Development. Any animal that constitutes an unreasonable annoyance, inconvenience or nuisance may be required to be removed from the Property. Animals specifically prohibited include poisonous snakes, constrictor snakes (certain snakes that wrap their coils around and squeeze their prey in order to kill it by suffocation such as the anaconda, boa, kingsnake, milk snake, and python), livestock, potbellied pigs, poultry, and bees.

Dogs, cats or other household pets must be kept within the confines of the Owner's Dwelling Unit, except when being held on a hand leash by the owner of the animal or confined within the rear yard of the Owner's lot within a fence approved by the Architectural Review Committee or erected by the Declarant per Article VI. No pet may be chained, "staked", or tied up in a yard. Furthermore, no pet may be housed or restrained by an electronic pet containment system (i.e. electric fence, "hidden" fence, Invisible Fence®, underground fence, remote fence, wireless fence, and/or radio controlled fence), or otherwise left unsupervised by the pet owner in the front yard of any Lot (i.e., that area extending across the full width of the lot and extending from the closest front wall of the dwelling to the margin of the right-of-way of the road on which the Lot fronts).

If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property. The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a leash when in the Common Area and that animals be restricted to designated areas within the Common Area and that Owners are responsible for cleaning up any mess that a pet creates within the Common Area. The Board may adopt Rules and Regulations specifically limiting the number of household pets which may reside on a Lot. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing on the Property at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be removed as provided in hereinabove.

**Section 5. Mobile Homes, Trailers and Temporary Structures.** No mobile home, manufactured or modular home, or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of the State of North Carolina, shall be located upon the Property. Furthermore, no trailer, temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot; provided, however, that the Declarant may grant permission for temporary structures for storage of materials during construction, or location, of improvements. Except as may be otherwise provided in this Declaration, no building of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, barn, detached garage, or any other building of a similar nature shall be used any time as a residence; either temporarily or permanently.

**Section 6. Above Ground Swimming Pools.** No above ground swimming shall be erected or installed on a Lot.

**Section 7. Access to Lots.** The Association, its agents or employees, shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situated upon such Lot which serve another Owner's Lot. The Association or its agent(s) shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area or another Lot.

**Section 8. Clothes Drying.** No clothesline may be erected or maintained on any Lot. No drying or airing of any clothing, towels, or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including porches and patios) within the Property.

**Section 9. Signs.** One (1) sign of not more than four (4) square feet in area and not to exceed four (4) feet in height, advertising a Lot for sale or rent, may be placed by the Owner on his Lot in such manner that it will be visible from outside the Lot. The prohibitions herein shall not apply to Declarant or Builder(s), or their agents, who may erect such signs as they deem desirable to promote the sale of Lots. The display of a Political Sign is prohibited earlier than

forty-five (45) days before the applicable election and later than seven days after an election day. Restrictions concerning the size and number of Political Signs that may be placed by the Owner on his Lot can be no more restrictive than any applicable City, Town, or County Ordinance ("local ordinance") that regulates the size and number of Political Signs on residential property. If there is no applicable local ordinance regulating the size and number of political signs on residential property, an Owner may place on his Lot one (1) political sign with the maximum dimension of 24 inches by 24 inches. Political Sign shall mean a sign that attempt to influence the outcome of an election, including supporting or opposing an issue on the election ballot.

The provisions as set forth in this Section 9 are further subject to the provisions of N.C.G.S. Section 47F-3-121(2).

**Section 10. Plumbing; Water and Sewer.** All plumbing, dishwashers, toilets and sewage disposal systems shall be connected to a sewage system approved by the appropriate governmental authority(ies) and/or regulatory agency(ies) having jurisdiction. The applicable governmental authority(ies) must certify that such system may be used prior to the use and occupancy of any dwelling on the Lot.

**Section 11. Fuel Tanks.** All fuel storage tanks, if applicable, shall be buried below the surface of the Lot or screened by approved fencing or shrubbery.

**Section 12. Garbage Containers.** All outdoor receptacles for ashes, trash, rubbish or garbage shall either be screened or placed in the rear yard or the garage, so as not to be visible from any street or any other Lot, except on the days which trash, garbage, or other rubbish is collected by the local waste removal authorities. Any trash containers placed outside by the Owners in the location designated for collection by the local waste removal authorities shall only remain in such location for a period not to exceed twenty-four (24) hours.

**Section 13. Maintenance.** Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other causality. No structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair may be located upon any Lot. Each Owner shall further maintain the yard and landscaping on his Lot in a clean and neat condition and shall keep his yard mowed and landscaping trimmed so as not to be unsightly. Owners are responsible for maintenance of any planting strip between the back of the street curb and the front lot boundary line. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish and debris and shall keep all Lots in a neat and attractive condition. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair.

**Section 14. Vehicles and Parking.**



- a. Each Owner shall provide space for parking (2) automobiles on his Lot prior to occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Architectural Review Committee.
- b. No vehicle shall be parked on any street except on a temporary basis. No automobiles may be parked on any Lot, except in the driveway serving such Lot or inside a garage.
- c. No commercial vehicles over one (1) ton capacity, aircraft, boat, boat trailer, jet ski, automobile trailer, bus (including school bus), motor home, travel trailer, house trailer, camper or other recreational vehicle may be stored overnight on any Lot unless the same be within an enclosed garage or area not visible from the streets or from adjoining dwellings. This restriction shall not apply to sales trailers, construction trailers, or other vehicles and construction equipment which may be used by Declarant and/or Builder(s), and its/their agents and contractors, in the conduct of its/their business prior to completion of sales. No stripped, partially wrecked, or junked motor vehicle, or part thereof, or unlicensed vehicles may be kept, or stored, on a Lot.
- d. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

**Section 15. Antennas.** No towers, aerials, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property, or any other external electronic equipment or devices, may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size and design has been approved by the Architectural Review Committee, except (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than eighteen inches (18") in diameter. No towers, aerials, antennas, satellite disc or dish, or other similar apparatus shall be located on the front or street facing elevation(s) of any dwelling. No freestanding transmission or receiving towers or any non-standard television antennae may be located upon a Lot.

**Section 16. Exercise and Recreational Equipment.** All swing sets, treehouses, play houses, children's climbing or play apparatus, sandboxes, wading pools, soccer goals, basketball goals, volleyball and badminton nets, and similar equipment must be located within the rear yard, and building setback lines, and must otherwise meet with the approval of the Architectural Review Committee as to design, construction, materials, etc. Skateboard ramps and trampolines are specifically not permitted.

**Section 17. Reconstruction.** Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building, with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its

prior condition within six (6) months of such destruction.

**Section 18. Combination or Subdivision of Lots.** Should the Owner of a Lot own an adjacent Lot(s) and desire that two (2) or more such Lots be considered as one (1) Lot, then such Lots shall (except as provided herein) be considered as one (1) Lot for the purposes of this Article VII upon the recordation in the Office of the Register of Deeds of Cabarrus County, North Carolina, of an instrument by such Owner expressing such intent (such instrument to refer specifically to this section in this Declaration and to identify the Lots to be considered as one Lot for purposes of this Article VII, and a copy of such recorded instrument shall be promptly delivered by such Owner to the Architectural Review Committee); and in each such case, Building Envelopes, setback lines, and easements reserved in this Declaration shall be adjusted accordingly by the Architectural Review Committee. The Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. With respect to combined Lots, Declarant reserves the right to designate said combined Lots as one (1) Lot or multiple Lots in Declarant's sole and absolute discretion, for purposes of payment of assessments. No Lot shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant. Provided, however, Declarant expressly reserves to itself, its successors and assigns, and to Niblock Homes, LLC, the right to replat any two (2) or more Lots shown on the Maps of the Property, and to otherwise change the size, boundary lines or dimensions of any Lot(s) as it may deem necessary and for any reason.

**Section 19. Interval Ownership.** No Owner may deed, sell, convey, or otherwise transfer his Lot under any time-sharing or interval ownership arrangement, as set forth in Chapter 93A, Article 4 of the North Carolina General Statutes ("North Carolina Timeshare Act").

**Section 20. Hazardous Activities.** Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance of the Common Area or any other Lot without the prior written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which would result in the cancellation of insurance on any other Lot or on part of the Common Area, or which would be in violation of any law.

**Section 21. Regulations.** Reasonable regulations governing the use of the Common Area and external appearance of all structures erected on the Lots may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Members before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Association upon request.

**Section 22. Mailboxes.** Declarant shall install neighborhood mailbox cluster units on the Common Area pursuant to United States Postal Service regulations. The Association shall be responsible for the maintenance, repair and/or replacement of the mailbox cluster units. No freestanding mailbox, paper box or other receptacle of any kind for use in the delivery of newspapers or magazines or similar material shall be erected or located upon any Lot.

**Section 23. Removal of Trees.** No living trees measuring ten (10) inches or more in diameter at ground level may be removed, unless such trees are located within ten (10) feet of the dwelling or any accessory building. No trees shall be removed from any Lot until the Owner is ready to commence construction of improvements without approval of the Architectural Review Committee.

**Section 24. HVAC Equipment.** No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any dwelling unit on a Lot. Additionally, air conditioning and heating equipment and apparatus on each Lot shall be screened from view of roadways. No window air-conditioning units shall be permitted.

**Section 25. Dwelling Connections for Utilities.** All dwelling connections for all utilities including, but not limited to, water, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

**Section 26. Decorative Yard Ornamentation, Lawn Furniture and Statues.** Seasonal house and lawn decorations must meet with the approval of the Architectural Review Committee and shall be removed within thirty (30) days following the applicable holiday period. No lawn furniture or decorative items, such as statuettes or renderings of animate or inanimate objects, birdbaths, fountains, ornaments, figurines, or any other decorative structure or items are permitted in the front or side yards of any Lot, unless the plans and specifications and a site plan showing the location of the yard ornamentation on the Lot shall have been submitted to the Architectural Review Committee and expressly approved by the same in writing. Failure to submit plans or placing yard ornamentation without the prior written approval of the Architectural Review Committee (as required herein) shall be grounds for the Board of Directors to levy a fine against such Owner. Said fine shall be a lien against the Lot, enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

**Section 27. Site Distance at Intersections.** All Lots located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed, or permitted to remain, where it would create a traffic or sight problem.

**Section 28. Business or Trade Activities.** Any business or trade activity is prohibited on a Lot, except that an owner or occupant residing on the Property may conduct business activities within a dwelling on the Property, so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Property by clients, customers, suppliers, or other business invitees; (iv) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on the Property, or for which any parts, equipment supplies, raw materials, components or tools are stored on the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute an unreasonable disturbance to

adjoining land owners or others, a nuisance, or a hazardous or offensive rise. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities provided that such activities are not held on the Property more than once in any six-month period. The terms business and trade, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the providers family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of the Property for single-family residential use shall not be considered a business or trade within the meaning of this subsection.

**Section 29. Sediment Control.** Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant or the Architectural Review Committee, shall be taken by the Owner to insure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

**Section 30. Flags of the United States of America and State of North Carolina.** One (1) flag of the United States of America and/or one (1) flag of the State of North Carolina, of a size not greater than four feet by six feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§§§ 5 -10, as amended, governing the display and use of the flag of the United States, may be placed or displayed by the Owner on his Lot. The provisions as set forth in this Section 30 are further subject to the provisions of N.C.G.S. Section 47F-3-121(1).

**Section 31. Discharge of Firearms.** Hunting and the discharge of firearms and bows and arrows within the Property is prohibited.

**Section 32. Compliance.** In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or any such rules and regulations as may be subsequently promulgated by the Architectural Review Committee and/or Board of Directors, the Association or Declarant, shall have the right (among other remedies which may be available), but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expense and cost incurred by the Declarant or Association in curing such default shall be charged to the defaulting Owner, shall be payable by such Owner to the Declarant or Association immediately upon demand and shall constitute a lien on the applicable Lot until paid.

**Section 33. Fences and Walls.** The construction, design, and location of fences and walls shall be approved by the Architectural Review Committee pursuant to Article VI herein.

**Section 34. Leasing Restrictions.** An Owner may lease a completed dwelling unit subject to the provisions of this section; provided, however, that any lease must be for a term not



less than one (1) year and be in writing. Owner shall furnish the Association a copy of any lease within one (1) week of the execution thereof. **The short-term rental of a completed dwelling unit (or any part thereof) is specifically prohibited.** A completed dwelling unit (or any part thereof) shall not be occupied at any time by any person(s) solicited via internet advertising including, but not limited to the following websites: Airbnb, Homeaway, VRBO, Housetrip, Roomorama, and Couchsurfing. The Association may pursue any available legal remedies, including a right to seek an injunction against any such short-term occupancy.

All tenants shall be subject to the terms and conditions of this Declaration. Each Owner shall cause his, her or its tenants or occupants to comply with this Declaration to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such tenants or occupants are also fully liable for any violation of each and all of those documents. In no event shall any signs advertising Lots for lease or rent be displayed within twenty-four (24) months after the initial conveyance of a Lot with dwelling unit constructed thereon to an Owner from Declarant or Builder. The provisions of this Section shall not apply to Declarant's or Builder's use of Lots owned by (or leased to) Declarant or Builder, as applicable, as a model home or for marketing purposes.

#### ARTICLE VIII: EASEMENTS

**Section 1. General.** Declarant reserves easements for the installation and maintenance of driveways, walkways, parking areas, water lines, telephone and electric power lines, gas lines, cable television lines, sanitary sewer and storm drainage facilities, pumping and lift stations (if applicable), silt fences, drainage ditches and for other utility installations over the Property and Common Area, as provided in Article III of this Declaration. Each Owner, by his acceptance of a deed to a Lot, and the Association by its acceptance of a deed to the Common Areas, acknowledges such reservation and the right to Declarant to transfer such easements to such utility companies as Declarant may choose. The easements reserved by Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development.

An easement is hereby established for the benefit of the appropriate governmental entity (and any other person or firm providing services to the Property under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage.

Certain of the easements referred to herein and reserved by Declarant may, but need not, be shown on the Maps. Declarant further reserves the right to locate wells, pumping stations, lift stations and tanks within any Common Areas or on any residential Lot designated for such use on any Map or upon any Lot adjacent to such designated Lot.

Declarant reserves the right and easement to erect permanent fences and/or walls on the Common Area and Lots (other than areas of the Lots upon which buildings are constructed) for

the purposes of providing screening, privacy, decoration, retainage and topographical stability in connection with the overall plan and development of the Property and the various Lots located thereon.

Within any such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Furthermore, storm drainage easements of variable width, whether on depicted on a recorded plat, are reserved for the use of the Declarant, its successors and assigns, and are established for the use of the Association, over the entire area within all ditches along any Roadway.

Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat or plats of survey upon which such Lot is shown. No structure of any type shall be erected or placed upon any part of a Lot or Common Area which shall interfere with rights and use of any and all easements shown on said recorded plat.

In addition, Declarant reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along a ten (10) foot strip of land adjacent to the front, side and rear boundary lines of all Lots within the Property for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable television service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Architectural Review Committee, over such easements.

**Section 2. Control of Signs.** Declarant hereby reserve a perpetual, non-exclusive easement over any portions of the Lots designated as "sign easements" or Common Area on maps of the Property, now or hereafter recorded, to erect, maintain, replace and repair subdivision signs and landscaping and/or lighting surrounding the same and all such easements shall be part of the Common Area. The Association shall maintain all subdivision signs and landscaping and lighting surrounding the same now or hereafter erected within the Common Area. The costs of all such maintenance, repair and replacement of such signs, landscaping and lighting shall be part of the common expenses of the Association, payable by the Owners as set out in Article V hereof. Furthermore, Declarant or any Affiliated Entity of Declarant shall have (i) the right to erect within the Common Area additional subdivision signs, landscaping, and lighting surrounding the same to be maintained by the Association as herein provided, and (ii) the right to erect within the Common Area and unsold Lots and within street rights-of-way permanent and temporary directional signs advertising the sale and promotion of Lots for Woodbridge or any portion of the Additional Property until one hundred percent (100%) of the Lots have been sold by Declarant or any Affiliated Entity of Declarant or Niblock Homes, LLC.

**Section 3. Right-of-way Over Roadways.** Declarant hereby reserves, for the benefit

of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, lessees, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

The Association or any Owner shall not place any Improvements or make any changes to the Roadways or any site lines across a lot at any intersection that would cause the City of Concord not to accept the Roadways for public maintenance. If an Owner does not correct such items, the Declarant or Association shall have the right to correct such items and bill and place a Special Individual Assessment on such lot.

**Section 4. Emergency.** There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and security guards employed by Declarant and all similar persons to enter upon the Property or any portion thereof, in the performance of their respective duties.

**Section 5. Municipal Easement.** A general easement of access is granted to all utility providers, into, over and through each Lot for the purpose of maintaining, repairing and servicing the utility lines located on said Lot and for providing municipal services to which said Lot is entitled.

**Section 6. Easement Reserved by Declarant.** Declarant hereby reserves such easements on, across and over the Common Area as shall be reasonably necessary for (i) the exercise by Declarant, or any Affiliated Entity of Declarant of any right herein reserved, including, without limitation, Declarant's right, should Declarant elect, to annex the Additional Property; and (ii) the development by Declarant or any Affiliated Entity of Declarant, their respective successors and assigns, of the Additional Property, should Declarant elect not to annex the Additional Property, including, without limitation, easements for ingress, egress and regress over private roads and streets now or hereafter erected on the Property and easements for the use of all utility lines, fixtures and/or their connections located within the Common Area for the purpose of providing water, light, power, telephone, sewage and sanitary service to the Additional Property.

**Section 7. Encroachments.** In the event that any improvements on a Lot shall encroach upon any Common Area or upon any other Lot as a result of the initial improvements constructed by Declarant or for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Area shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Area into any such Lot for so long as such encroachment shall naturally exist.

**Section 8. No Merger.** The easements hereby established shall not be terminated by merger or otherwise, except upon execution and recordation of an instrument specifically terminating any such easement.

#### ARTICLE IX: STORMWATER

**Section 1. Stormwater Control Facilities.** The City of Concord Code of Ordinances (the "Code") requires that stormwater runoff from the Property be controlled and pollutant loading from stormwater runoff from the Property be reduced. To comply with the Code, Stormwater Control Facilities will be installed by the Declarant and maintained by the Association as Common Area in strict compliance with the standards of the City of Concord Technical Standards Manual, Article 1 Stormwater Operations and Maintenance for the Property so that, at all times, the Stormwater Control Facilities shall perform as designed and shall comply with the Code and applicable regulations, rules and directives of the City. The expenses for Maintenance of Stormwater Control Facilities paid by the Association shall be Common Expenses. Failure to Maintain the Stormwater Control Facilities is a violation of the City of Concord Code of Ordinances potentially subjecting each Owner of a Lot to significant daily civil penalties and other enforcement actions. Said obligations and responsibilities are set forth in that Stormwater Control Measures (SCM), Access Easement and Maintenance Agreement with the City of Concord recorded in Book 12679, Page 296, of the Cabarrus County Registry. The Association shall be responsible for all requirements and obligations of Declarant as provided therein.

**Section 2. Drainage Easement.** The Declarant dedicates, establishes and declares to and for the benefit of each Lot, the Common Area and each Owner hereof:

(a) a perpetual, irrevocable and nonexclusive easement, right and privilege to discharge and store surface water drainage from such Lot or Common Area into the Stormwater Control Facilities situated in private drainage easements that serve the Property, whether located on or off or the Property, and

(b) a perpetual, irrevocable and non-exclusive easement, right and privilege to use and Maintain Stormwater Control Facilities, including the right of access to and from the private drainage easements and other portions of the Property as reasonably necessary to Maintain the Stormwater Control Facilities.

**Section 3. Joint and Several Liability.** Each Owner of any portion of the Property served by Stormwater Control Facilities is jointly and severally responsible for maintenance of such Stormwater Control Facilities, including payment of any unpaid *ad valorem* taxes, public assessments for improvements, and unsafe building and public nuisance abatement liens charged against the Stormwater Control Facilities, and including all interest charges thereon, together with the costs and expenses of collection incurred by the City or other collecting Person, including court costs and reasonable attorney's fees actually incurred. Each Owner of any portion of the Property served by the Stormwater Control Facilities has a right of contribution against all other Owners of other portions of the Property served by the same Stormwater Control Facilities for payment of such costs and expenses to the extent that the Owner having such right of contribution



pays more than such Owner's prorata share thereof, such prorata share being determined either by other assessment provisions of this Declaration or by dividing the acreage of such Owner's portion of the Property served by the Stormwater Control Facilities by the total acreage of the Property served by the same Stormwater Control Facilities.

**Section 4. Relocation of Drainage Easements.** Drainage easements situated on the Property may be relocated only by written agreement by the Owners of all portions of the Property on which the drainage easement then is located, and by the Owners of all portions of the Property on which the drainage easement is to be relocated. Drainage easements located on the Common Area (i.e. property owned by the Association), may be relocated upon written agreement signed by the Association - upon approval of the Board of Directors without vote of the Members. The consent of tenants and Mortgagees of the affected Lots shall not be required for the relocation to be effective. All relocations of a drainage easement shall be accompanied with a letter sealed by a professional engineer licensed in the State of North Carolina stating that the relocated drainage easement will not cause any adverse stormwater runoff unto adjoining Property.

Notwithstanding anything herein to the contrary, no relocation of any drainage easement shall be valid without the without the prior approval of the Concord Stormwater Administrator or his/her Deputy. City approval shall be evidenced by the signature of the Concord Stormwater Administrator or his/her Deputy on the recorded plat or other instrument of the relocation, without the required City signature is void *ab initio*.

Relocation of a drainage easement is valid from the later of the time of either record the plat or other instrument of relocation in the Registry or such later date specified therein.

## ARTICLE X: GENERAL PROVISIONS

**Section 1. Covenants Running with the Land.** All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

**Section 2. Duration.** The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each.

**Section 3. Amendment.** This Declaration and any Supplemental Declaration (except as set forth to the contrary in Article X, Section 4) may be amended or terminated during the first twenty (20) year period by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots, subject to the following conditions:

(a) All additions or amendments must be consented to by Declarant in writing so long as Declarant is the owner of one (1) lot in the Development, which consent Declarant may grant

or withhold in its sole discretion;

(b) Notwithstanding anything in this Article X, Section 3 to the contrary, Declarant shall have the unilateral right, in its sole and absolute discretion to:

- i. For a period of ten (10) years after the recordation of this Declaration, to make any amendments or modifications hereto which Declarant deems necessary or desirable, including, without limitation amendments or modifications to any procedural, administrative or substantive provision of this Declaration;
- ii. make any amendments or modifications hereto which are correctional in nature and do not involve a change which materially adversely affects the rights, duties, or obligations specified herein; and
- iii. amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of the FHA, VA, the Federal National Mortgage Association, or other similar agency.

(c) No Amendment shall become effective until the instrument evidencing such change has been filed of record in the Cabarrus County Public Registry; and

(d) For purposes of this Section, additions to existing property pursuant to Article II, Section 2 shall not constitute an Amendment.

**Section 4. Release.** For a period of ten (10) years after the recordation of this Declaration, Declarant shall have the right, in its sole and absolute discretion, without the consent of the Association, any Association Member or any other Owner, to release any portion of the Property then owned by Declarant or Builder from the terms of this Declaration by recording a release in the Office of the Register of Deed of Cabarrus County, North Carolina. After the recordation of such release, the portion of the Property described therein shall not be subject to the terms of this Declaration.

**Section 5. Enforcement.** Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity (including, but not limited, to an action to recover sums due, for damages or injunctive relief, or both) all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or any Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. Invalidity of any covenant, condition or restriction or other provision of this Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

**Section 6. Headings.** Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

**Section 7. Unintentional Violation of Restrictions.** In the event of an unintentional violation of any of the foregoing restrictions with respect to any Lot, the Declarant or its successors reserves the right by and with the mutual written consent of the then Owner or Owners of such Lot to change, amend or release any of the foregoing restrictions as the same may apply to that particular Lot.

**Section 8. Severability.** The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

**Section 9. Reservation of Declarant Rights.**

(a) Declarant reserves the right to assign all or a portion of any rights or easements reserved herein by a written assignment thereof, recorded in the Cabarrus County Public Registry.

(b) Pursuant to N.C.G.S. Section 47F-1-103(28), Declarant reserves "Special Declarant Rights" which mean and refer to rights reserved for the benefit of a Declarant including, without limitation, any right (i) to complete improvements indicated on plats and plans filed with the Declaration; (ii) to exercise any development right; (iii) to maintain sales offices, management offices, signs advertising the planned community, and models; (iv) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (v) to make the planned community part of a larger planned community or group of planned communities; (vi) to make the planned community subject to a master association; or (vii) to appoint or remove any Director, officer or executive board member of the Association or any master association during any period of Declarant control.

**Section 10. Binding Determination.** In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation or application of the provisions of this Declaration, the determination thereof by Declarant for so long as Declarant owns at least one Lot in the Development, shall be final and binding on each and all such Owners.

**Section 11. Occupants Bound.** All provisions of the Declaration, any Additional or Supplemental Declaration and the Bylaws and any and all rules and regulations, use restrictions or Architectural Design Guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

**Section 12. Governmental Requirements.** Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances and other

governmental rules and restrictions in regard to the Lot(s) or other portion(s) of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances).

**Section 13. Notice.** Except as otherwise set forth herein expressly, whenever written notice to an Owner or Association Member (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner or Association Member appearing on the records of Declarant or the Association. If notice is give in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not. Declarant's address as of the date of recordation of this Declaration is P.O. Box 39, Cornelius, North Carolina 28031.

**Section 14. Joinder of Niblock Homes, LLC.** Niblock Homes, LLC, a North Carolina limited liability company, joins in the execution of this Declaration for the purpose of consenting hereto and submitting to the provisions, regulations, and general content hereof.

**Section 15. North Carolina Planned Community Act.** The provisions contained hereinbefore this Declaration notwithstanding, nothing herein contained shall be construed so as to be in conflict with, or contrary to, those provisions of Chapter 47F of the North Carolina General Statutes, entitled the "North Carolina Planned Community Act", which are to take precedence, or be controlling, over the content of a Declaration (as defined therein).

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK  
EXECUTION PAGES TO FOLLOW

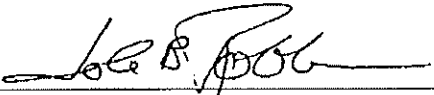


IN WITNESS WHEREOF the undersigned has caused this Declaration to be executed effective the day and year first above written.

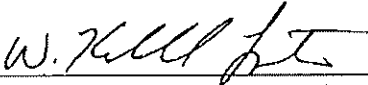
DECLARANT:

WOODBIDGE-CONCORD, LLC,  
a North Carolina limited liability company

By: GREATHORN, LLC,  
a North Carolina liability company  
Manager

By:   
John B. Robbins, Member/Manager

By: RIDGELINE CORPORATION,  
a North Carolina Corporation  
Manager

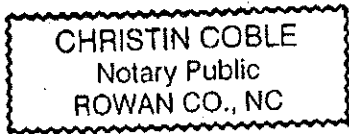
By:   
W. Kendall Foster, President

NORTH CAROLINA  
CABARRUS COUNTY

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that John B. Robbins personally appeared before me this day and acknowledged that he is the Member/Manager of Greathorn, LLC, a North Carolina Limited Liability Company, Manager of Woodbridge-Concord, LLC, and that he as Member/Manager of Greathorn, LLC, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and notarial seal, this the 11<sup>th</sup> day of January, 2018.

Christin Coble  
Notary Public



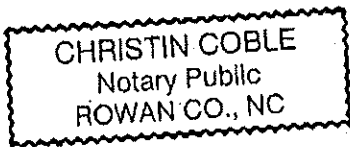
My Commission Expires: 2/17/2018

NORTH CAROLINA  
CABARRUS COUNTY

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that W. Kendall Foster personally appeared before me this day and acknowledged that he is the President of Ridgeline Corporation, a North Carolina corporation, Manager of Woodbridge-Concord, LLC, and that he as President of Ridgeline Corporation, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and notarial seal, this the 11<sup>th</sup> day of January, 2018.

Christin Coble  
Notary Public

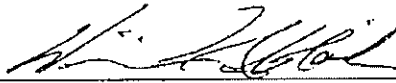


My Commission Expires: 2/17/2018

CONSENT OF NIBLOCK HOMES, LLC  
TO RESTRICTIVE COVENANTS

Niblock Homes, LLC, as the owner of that property described in Deeds recorded in Book 12651, Page 24, and Book 1842, Page 109, Cabarrus County Registry, joins in the execution of these Declaration of Covenants, Conditions and Restrictions of Woodbridge for the purpose of consenting hereto and submitting to the provisions, regulations, and general content hereof.

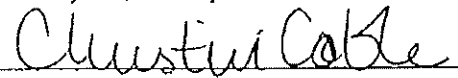
NIBLOCK HOMES, LLC,  
a North Carolina limited liability company

By:   
William T. Niblock, Authorized Signer

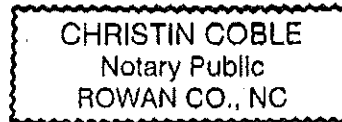
NORTH CAROLINA  
CABARRUS COUNTY

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that William T. Niblock, authorized signer for Niblock Homes, LLC, a North Carolina limited liability company, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of Niblock Homes, LLC, and that his authority to execute and acknowledge said instrument is contained in that CONSENT OF MANAGER OF NIBLOCK HOMES, LLC, TO ACTION WITHOUT MEETING, which is an instrument duly executed and acknowledged, and recorded in Book 12240, Page 26, in the Office of the Register of Deeds for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said William T. Niblock acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of Niblock Homes, LLC.

Witness my hand and notarial seal, this the 12<sup>th</sup> day of January, 2018.

  
Notary Public

My Commission Expires: 02/17/2018



CONSENT OF LENDER  
TO RESTRICTIVE COVENANTS

Uwharrie Bank joins in the execution of these Declaration of Covenants, Conditions and Restrictions of Woodbridge solely for the purpose of subordinating the lien of the following recorded instruments to the Restrictive Covenants:

1. Deed of Trust from Woodbridge-Concord, LLC, to Uwharrie Mortgage, Trustee for Uwharrie Bank, dated April 6, 2017, and recorded in Book 12432, Page 182, in the Cabarrus County Registry in the original amount of \$2,201,250.00;
2. Assignment of Rents from Woodbridge-Concord, LLC, to Uwharrie Bank, dated April 6, 2017, and recorded in Book 12432, Page 194, in the Cabarrus County; and
3. Deed of Trust from Woodbridge-Concord, LLC, to Uwharrie Mortgage, Trustee for Uwharrie Bank, dated April 6, 2017, and recorded in Book 12432, Page 202, in the Cabarrus County Registry in the original amount of \$600,000.00.

UWHARRIE BANK

By: [Signature]

Name: Robert B Brannan III

Title: Executive Vice President

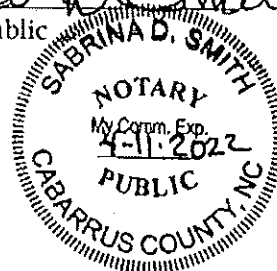
NORTH CAROLINA  
CABARRUS COUNTY

I, Sabrina D. Smith, a Notary Public in and for said State of North Carolina and County of Cabarrus, do hereby certify that Robert B Brannan III personally appeared before me this day and acknowledged that he is the Executive Vice President of Uwharrie Bank, and that he as Executive Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 22 day of January, 2018.

Sabrina D. Smith  
Notary Public

My Commission Expires: 4-11-2022





RESOLUTION GIVING PRELIMINARY APPROVAL TO ISSUANCE OF  
MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE THE  
ACQUISITION, REHABILITATION AND EQUIPPING OF THE GREENS OF  
CONCORD

WHEREAS, the City Council (the “City Council”) of the City of Concord, North Carolina (the “City”) met in Concord, North Carolina at 6:00pm on the 12<sup>th</sup> day of August, 2021; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the City is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the Act in N.C.G.S. §§ 157-9 and 157-37 gives the City acting as a housing authority the power “to provide for the construction, reconstruction, improvement, alteration or repair of any housing project” and “to borrow money upon its bonds, notes, debentures or other evidences of indebtedness and to secure the same by pledges of its revenues”; and

WHEREAS, Greens of Concord Apartments, LP, a North Carolina limited partnership, or an affiliated or related entity (the “Company”), intends to provide affordable housing in the City; and

WHEREAS, the Company has requested that the City assist it in financing the acquisition, rehabilitation and equipping of a 152-unit multifamily residential rental development known as the Greens of Concord and located at 1400 Daley Circle NE in the City (the “Development”); and

WHEREAS, the Company has described to the City the benefits of the Development to the City and the State of North Carolina and has requested the City to agree to issue its multifamily housing revenue bonds in such amounts as may be necessary to finance the costs of acquiring, rehabilitating and equipping the Development; and

WHEREAS, the City is of the opinion that the Development is a facility that can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act; and

WHEREAS, the Bonds will not be deemed to constitute a debt or a pledge of the faith and credit of the City, the State of North Carolina or any political subdivision thereof and will be payable solely from the revenues and other funds provided for under the agreements related to the Bonds;

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

1. It is hereby found and determined that the Development will involve the acquisition, rehabilitation and equipping of a multifamily housing facility, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the City agrees to assist the Company in every reasonable way to issue bonds to finance the acquisition, rehabilitation and equipping of the Development, and, in particular, to undertake the issuance of the City’s multifamily housing revenue bonds (the “Bonds”) in an amount now estimated not to exceed Twenty-Four Million Dollars (\$24,000,000) to provide all or part of the cost of the Development.

2. The City intends that the adoption of this resolution be considered as “official action” toward the issuance of the Bonds within the meaning of the regulations issued by the Internal Revenue

Service pursuant to Section 1.150-2 of the Treasury Regulations issued under the Internal Revenue Code of 1986, as amended (the "Code").

3. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon between the City and the Company. The City and the Company shall enter into a "financing agreement" pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium if any, and interest on the Bonds and to pay all of the expenses of the City in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or security agreement between the City and a trustee (the "Trustee") or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the City's rights to payments under the financing agreement, except the City's rights to payment of fees and expenses and indemnification. The Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency thereof, including the City, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Company.

4. The City hereby authorizes the Company to proceed, upon the prior advice, consent and approval of bond counsel and the City's counsel, to obtain approvals in connection with the issuance and sale of the Bonds and to obtain an allocation of a sufficient amount of the State of North Carolina's "private activity bond limit", as required by Section 146 of the Code and as defined in Section 146 of the Code, for the Bonds.

5. It having been represented to the City that it is desirable to proceed with the acquisition, rehabilitation and equipping of the Development, the City agrees that the Company may proceed with plans for such acquisition, rehabilitation and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Company to obligate the City without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the City's adoption of this resolution. The Company has indicated that it expects to incur and pay expenses relating to the Development prior to the issuance of the Bonds and expects to reimburse those expenditures with proceeds of the Bonds. The City agrees that the Company may be reimbursed from the proceeds of the Bonds, if and when issued, for all qualifying costs so incurred as permitted by Treasury Regulations Section 1.150-2.

6. All obligations hereunder of the City are subject to the further agreement of the City and the Company to terms for the issuance, sale and delivery of the Bonds and the execution of a financing agreement, indenture or security agreement and other documents and agreements necessary or desirable for the issuance of the Bonds. The City has not authorized and does not authorize the expenditure of any funds or monies of the City from any source other than the proceeds of the Bonds. All costs and expenses in connection with the financing and the acquisition, rehabilitation and equipping of the Development, including the reasonable fees and expenses of the City's counsel, bond counsel and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Company and the City shall have no responsibility therefor. It is understood and agreed by the City and the Company that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or council members from time to time of the City.

7. The officers of the City are hereby authorized and directed to take all actions in furtherance of the resolution and the issuance of the Bonds.

8. The City hereby approves McGuireWoods LLP, Raleigh, North Carolina, to act as bond counsel for the Bonds.

9. This resolution shall take effect immediately.

Council member \_\_\_\_\_ moved the passage of the foregoing resolution and Council member \_\_\_\_\_ seconded the motion, and the resolution was passed by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Not voting: \_\_\_\_\_

\* \* \* \* \*

I, Kim Deason, City Clerk to the City of Concord, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Concord, North Carolina, at a regular meeting duly called and held on August 12, 2021, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of Concord, North Carolina, this \_\_\_\_ day of August, 2021.

(SEAL)

\_\_\_\_\_  
Kim Deason, City Clerk  
City of Concord, North Carolina

# Greens of Concord Rehabilitation



Greens of Concord Project Summary

July 2021



# Greens of Concord

## Table of Contents

---



- 1 Lincoln Avenue Capital Introduction
- 2 Project History & Overview
- 3 Projected Timeline
- 4 Financing Structure and Sources & Uses Summary

# 1 Greens of Concord

## LAC Introduction



MISSION DRIVEN. FAMILY OWNED. IMPACT FOCUSED.

### • Our Approach

- We own, develop, and invest in affordable housing to support thriving communities
- Our experienced, creative and agile team works to provide low-income families with quality affordable housing through federal, state, and local programs

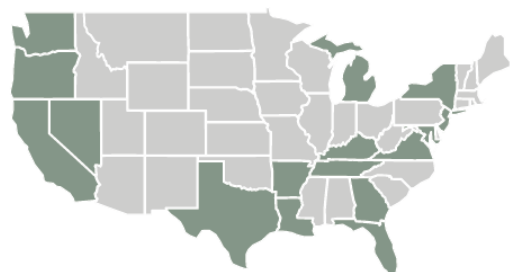
### • Value Proposition

- Our affiliation with a large family office provides flexibility and unique access to capital; we utilize our balance sheet for acquisitions and can execute quickly

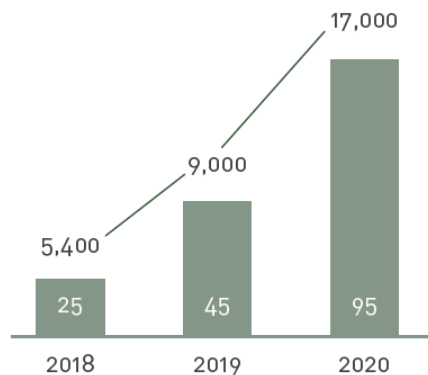


### OUR PORTFOLIO TODAY <sup>1</sup>

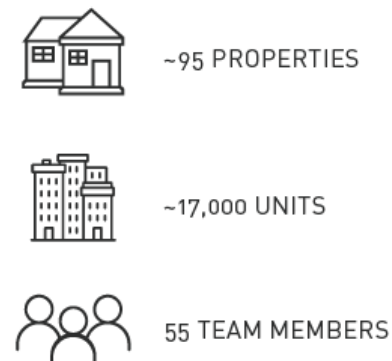
National presence across 16 states



### UNPARALLELED GROWTH

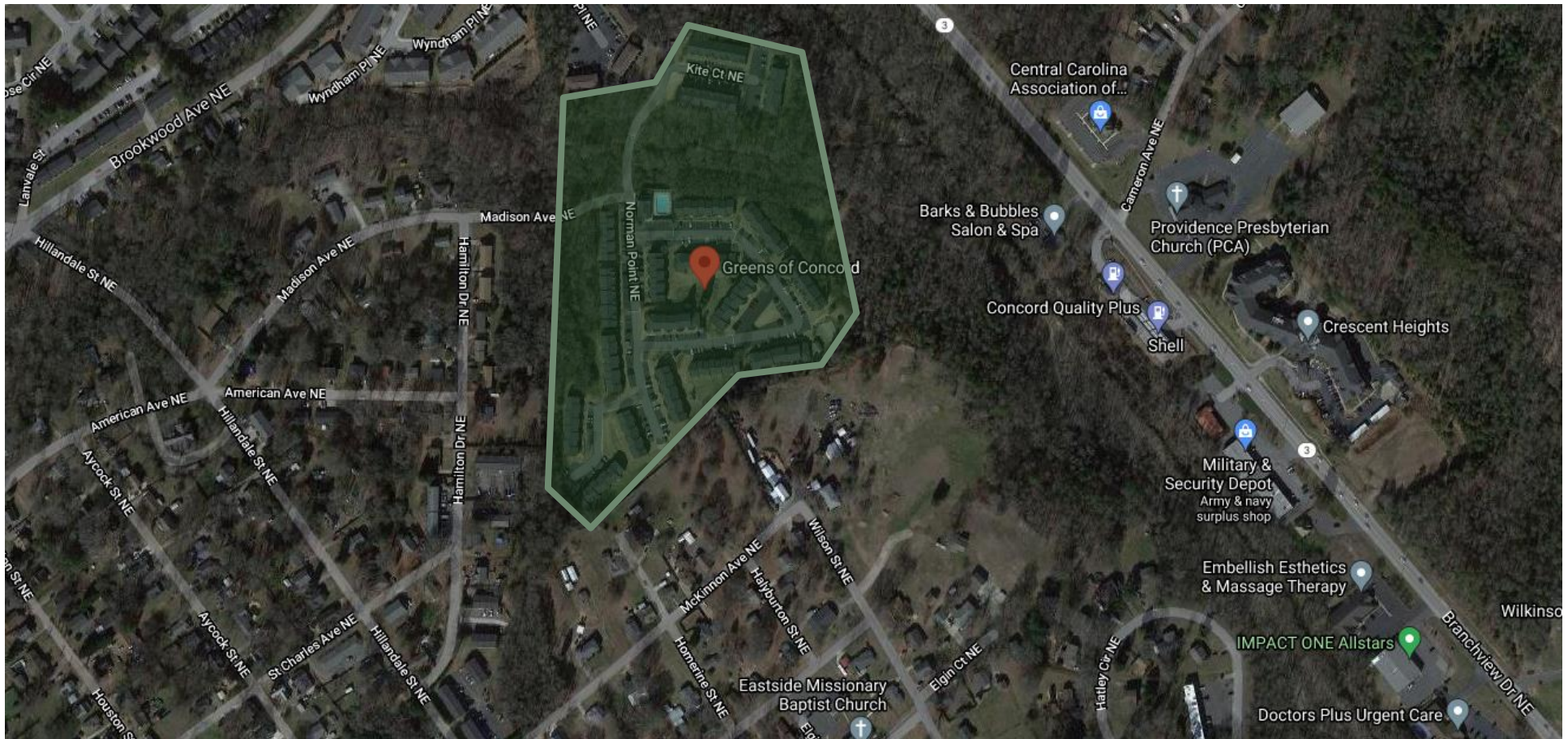


### OUR FIRM AT A GLANCE



<sup>1</sup> Representative of Company and portfolio data as of January-2021.

## 2 Greens of Concord Geographic Overview





## 2 Greens of Concord

### Photo Overview





## 2 Greens of Concord

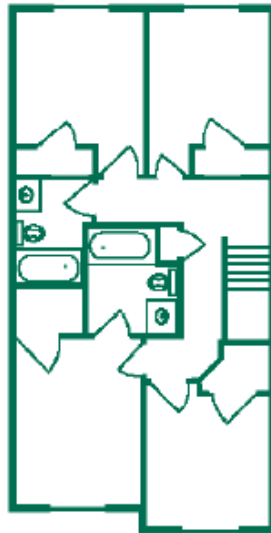
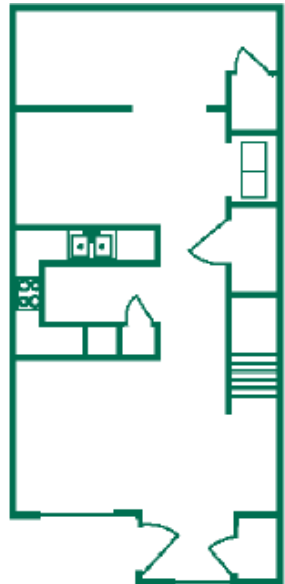
### Project History & Overview



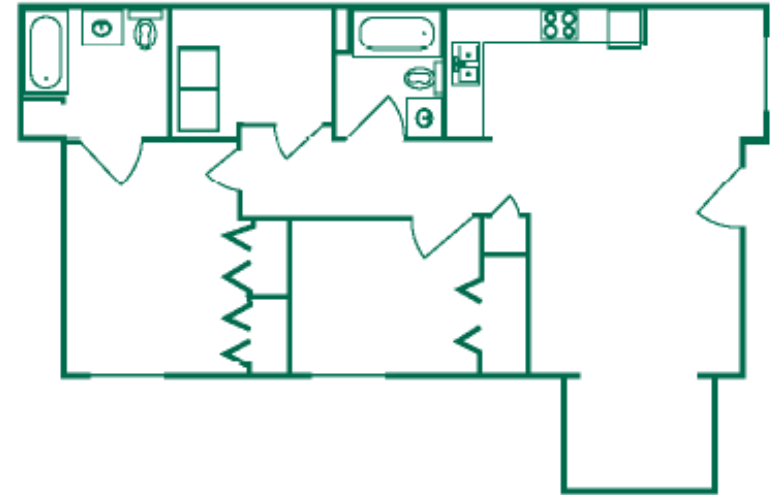
- **Overview:** 152-townhouse style units located at 1400 Daley Cir NE in Concord, NC. The site is comprised of 20 buildings (19 of which are residential Townhomes with 1 clubhouse)
- **History:** Built in 1996 / 1997 under Section 42 (Low Income Housing Tax Credit program)
- **Current Affordability Restrictions:** The Project is subject to an existing Land Use Restriction Agreement with the North Carolina Housing Finance Agency ("NCHFA"). Under the terms of the LURA, 100% of the units shall be made continuously available to persons earning not more than 60% of the area median income.
- **Unit Amenities:** A mix of two-, three-, and four-bedroom townhome units featuring a patio, walk-in closets, additional storage space, dishwasher, garbage disposal, air conditioning, and in-unit washer and dryer connections
- **Community Amenities:** Include a business center, clubhouse / leasing office, swimming pool, barbecue and picnic area, playground and a basketball court



## 2 Greens of Concord Floorplan Overview

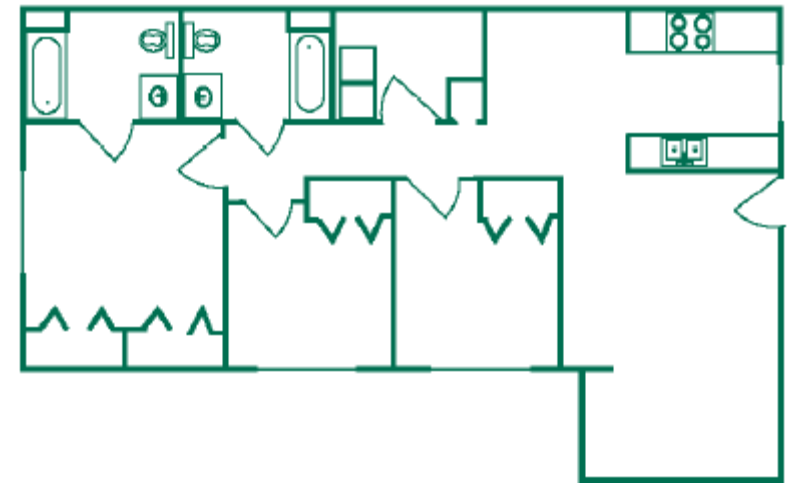


**TWO BEDROOM | TWO BATH**  
858 SQUARE FEET  
4 UNITS



**FOUR BEDROOM | TWO BATH**  
1,358 SQUARE FEET  
32 UNITS

**THREE BEDROOM | TWO BATH**  
1,048 SQUARE FEET  
4 UNITS



## 2 Greens of Concord

### Unit Mix



Unit Mix						
Bedrooms	Type	AMI % / Type	Units	Square Feet	60% AMI Rents	
2	2x2	60%	4	858	\$1,063	
2	2x2 TH	60%	44	1,093	\$1,063	
3	3x2	60%	4	1,048	\$1,220	
3	3x2 TH	60%	68	1,309	\$1,220	
4	4x2 TH	60%	32	1,358	\$1,352	
<b>Total / Weighted Average</b>			<b>152</b>	<b>1,238</b>	<b>\$ 1,198</b>	



## 2 Greens of Concord

### Rehabilitation Scope



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#### **Anticipated Rehab Scope: \$6,850,000 (~\$45,000 per unit) plus contingency**

Although the scope of the rehab is still being developed, based on initial inspections and LAC standard scope items, we expect it will include:

- **Units:**
  - New cabinets and countertops, new appliances, new HVAC and water heaters, new sinks and low-flow plumbing fixtures, new LED lighting, new flooring, new patio doors, new tub surrounds, new doors and door hardware, new window treatments, new bath accessories, new exhaust fans, new ceiling fans and accessibility upgrades.
  
- **Exterior:**
  - Replacement of existing exterior vinyl siding with impact resistant siding, new windows, accessibility and drainage improvements, new gutters and downspouts, landscaping, new energy efficient site lighting, solar, retaining wall improvements, reseal of the parking lot, and new signage.
  
- **Community:**
  - Clubhouse upgrades, new playground and pavilion/grilling areas, new mail kiosks



## **2 Greens of Concord**

### **Project Team**

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**Developer/Owner: Lincoln Avenue Capital**

**Architect: E+A Architecture**

**General Contractor: Legacy Construction**

**Management Agent: Elmington Property Management**

### 3 Greens of Concord

#### Projected Timeline

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- August, 2021 – Targeted initial bond inducement from The City of Concord
- September, 2021 – Submit full application to NCHFA for tax-credit and bond approvals
- January, 2022 – Receive 42M letter from NCHFA
- January, 2022 – Notice of Public Hearing for Bond Approvals
- February, 2022 – Receive Final City Bond Approvals
- March, 2022 – Closing and beginning of construction
- December, 2022 – Complete the construction on the renovations

## 4 Greens of Concord

### Financing Overview and Sources & Uses



- **Bond Inducement Request:** Up to \$24,000,000
- **Anticipated Structure:** Privately Placed as a Long-Term Tax-Exempt Loan

<b>Sources</b>				
	<b>Construction</b>		<b>Permanent</b>	
		<b>Per Unit</b>		<b>Per Unit</b>
First Mortgage	–	–	\$ 22,692,443	149,292
Construction Loan	22,692,443	149,292	–	–
LIHTC Equity	2,069,741	13,617	13,798,274	13,617
GP Capital Contribution	100	1	100	1
Developer Equity	–	–	651,226	4,284
Equity Bridge Loan	9,711,782	63,893	–	–
<b>Total Sources</b>	<b>\$34,474,066</b>	<b>\$226,803</b>	<b>\$37,142,043</b>	<b>\$244,356</b>

<b>Uses</b>				
	<b>Construction</b>		<b>Permanent</b>	
		<b>Per Unit</b>		<b>Per Unit</b>
Acquisition	23,050,000	151,645	\$ 23,050,000	151,645
Construction Hard Costs	8,090,660	53,228	8,090,660	53,228
Project Soft Costs	592,500	3,898	592,500	3,898
Tax Credit Fees	497,772	3,275	497,772	3,275
Bond Costs	436,264	2,870	436,264	2,870
Bridge Loan Costs	248,042	1,632	248,042	1,632
Permanent Loan Costs	138,550	912	138,550	912
Closing Costs	140,000	921	140,000	921
Escrows and Reserves	–	–	685,048	4,507
Interim Acquisition Costs	563,207	3,705	563,207	3,705
Developer Fee	717,071	4,718	2,700,000	17,763
<b>Total Uses</b>	<b>\$34,474,066</b>	<b>\$226,803</b>	<b>\$37,142,043</b>	<b>\$244,356</b>

**AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT  
ORGANIZED BY THE CITY OF CONCORD, NC**

**WHEREAS**, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

**WHEREAS**, the City of Concord will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and  
2) impact or be impacted by planned maintenance or other activities., and

**WHEREAS**, the City of Concord will co-sponsor with El Puente Hispano and hold The Concord International Festival on October 2, 2021;  
and

**WHEREAS**, this event will require the temporary closing of Cabarrus Ave (SR 1002) between Market St., SW and Church St., S.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Concord, North Carolina, that Cabarrus Ave (SR 1002) between Market St., SW and Church St., S be closed to vehicular traffic on October 2, 2021 between the hours of 8:00 A.M. and 8:00 P.M.

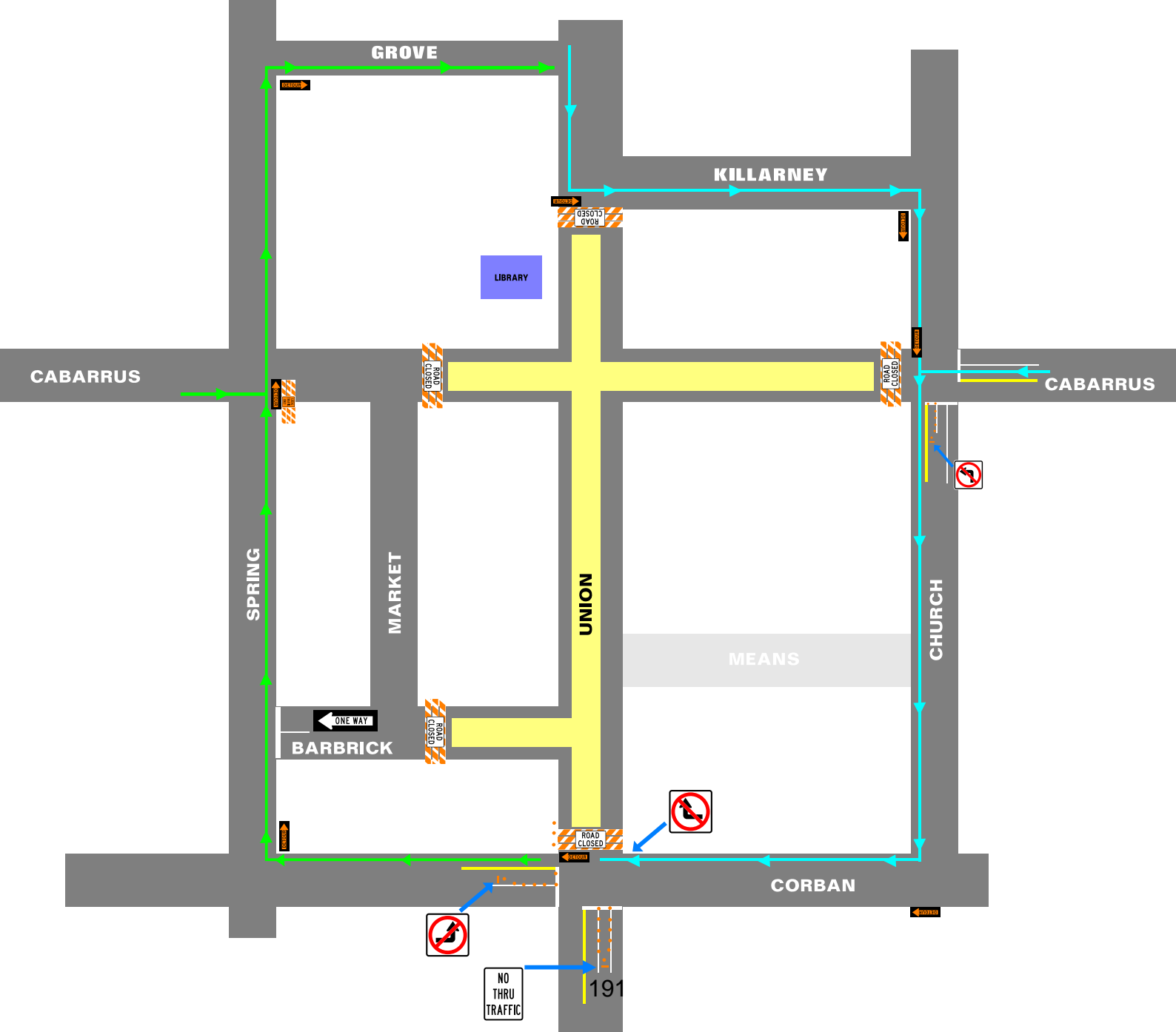
City will place signage as appropriate advising the Public of the closing.

A copy of this Ordinance shall be forwarded to the local NCDOT Division Office. Adopted this 12<sup>th</sup> day of August, 2021.

ATTEST:

APPROVED AS TO FORM:







# Conceptual Master Plan

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## J.E. "Jim" Ramseur Park

City of Concord, North Carolina

August 10, 2021





# Agenda

- Master Plan Process
- Site Analysis
- Public Survey Results
- Concepts
- Master Plan
- Next Steps
- Open Discussion (Q&A)







# J.E. “Jim” Ramseur Park Master Plan Process



# JIM RAMSEUR PARK MASTER PLAN PROCESS

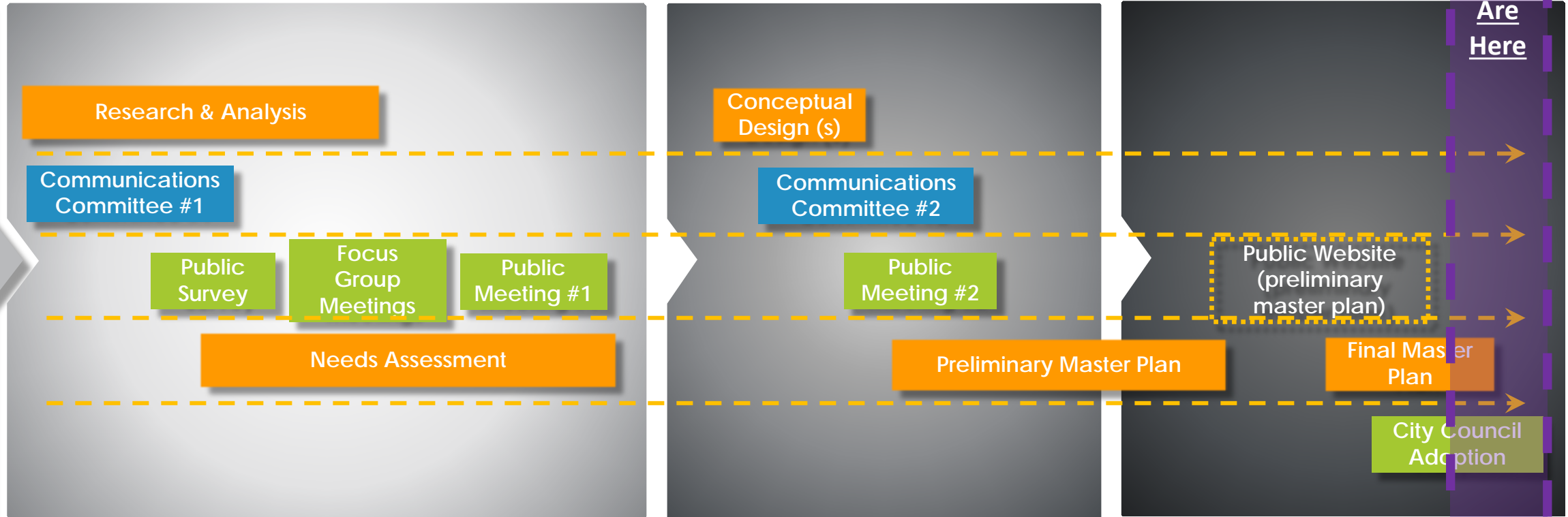
## Discovery and Assessment

## Envision and Planning

We  
Are  
Here

Implementation

Project Kickoff



Public Steering Committee Planning Team







# Aerial Map

---

Map focusing on the property, including photography of the site's character and unique features







- Legend**
- Project Study Area (~ 27.5 acres)
  - ~ Potential Intermittent Stream
  - ~ Ephemeral Drainage
  - ~ Potential Wetland
  - Photograph Location
  - Direction of Baseflow
  - ★ Point of Interest

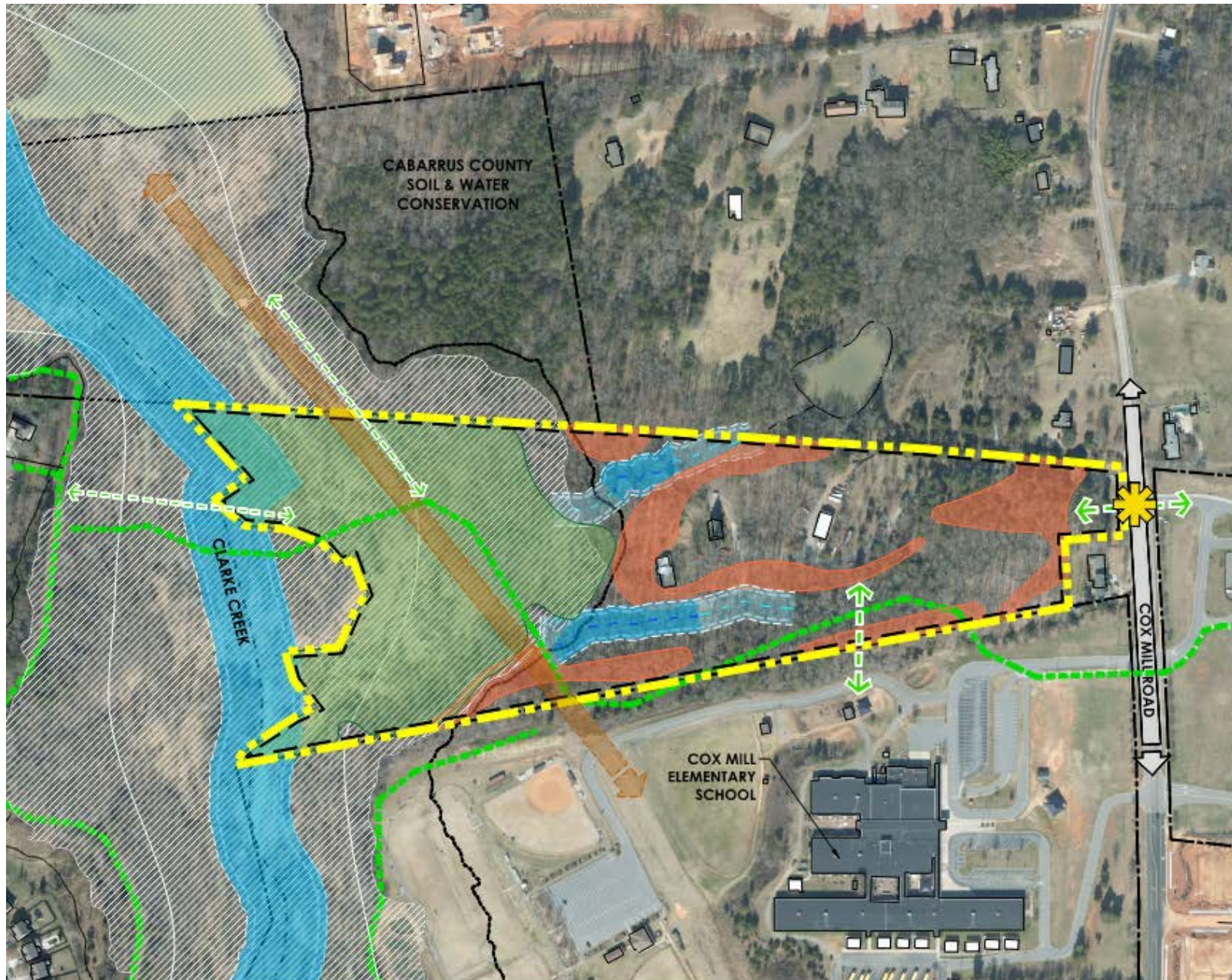
# Wetlands Map

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Map is focusing on the boundaries of potential jurisdictional wetlands and waters of the U.S. by a field review of the property on August 31, 2020







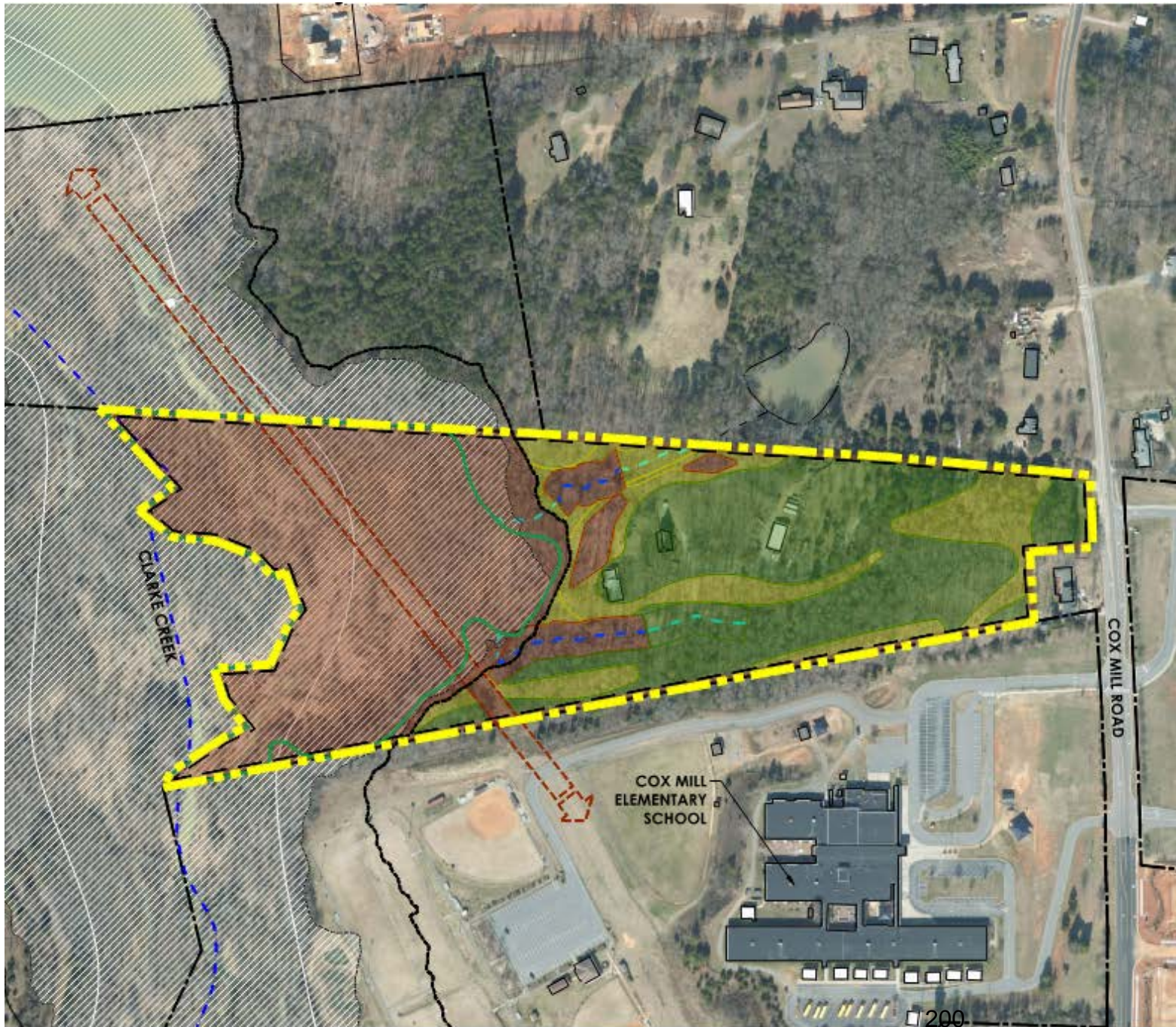
### Legend


# Composite Analysis Map

Map showing natural and man-made features on and around the property





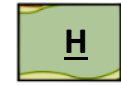
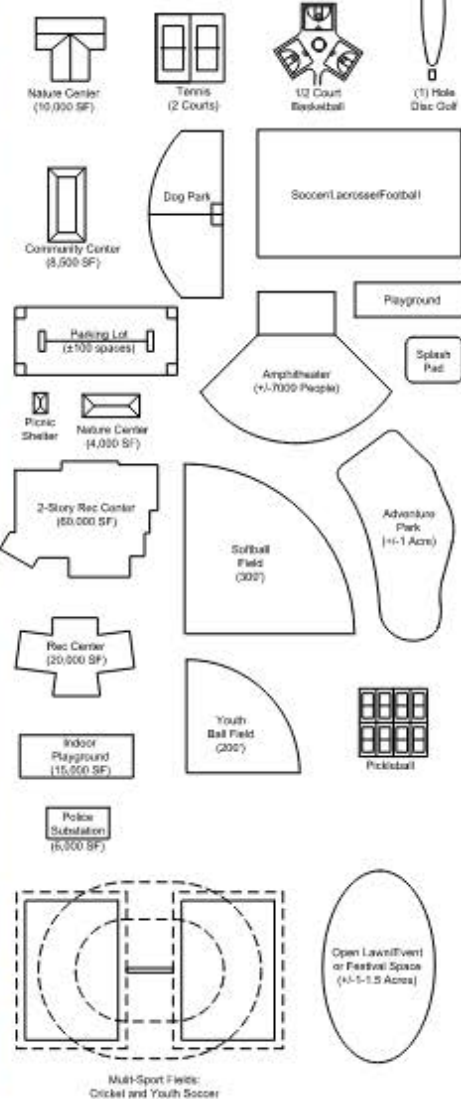


Map showing levels of suitability blended from the aerial and composite map.

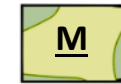
# Suitability Map

## Amenities

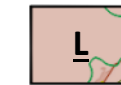
Proposed program footprints identified in the online survey focus groups and the 2018 Comprehensive P&R Master Plan.



- **High:** Easier and more accessible land to develop



- **Medium:** Less accessible and more challenging land to develop

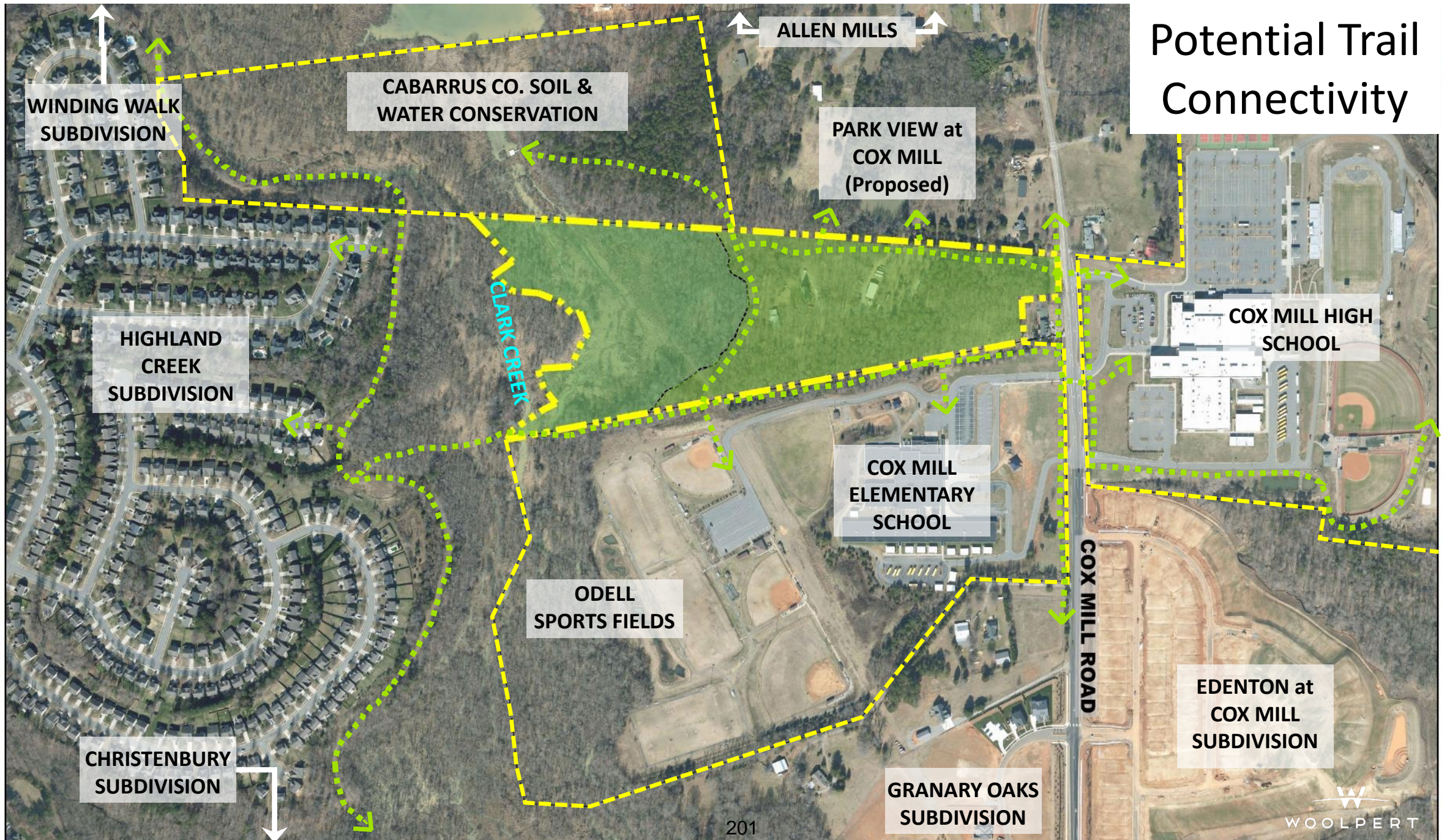


- **Low:** Limited opportunity to develop due to easements, agency regulations or difficult environmental conditions





# Potential Trail Connectivity







# J.E. “Jim” Ramseur Park

# Public Survey Results



# Northwest Community Park

## • 2016 Comprehensive Parks and Recreation Master Plan

- Serve the City with a new community park in the northwest
- PROGRAMMING ASSESSMENT
  - Potential programs needs supporting a community park:

### – Indoor Programs

- » Arts/ Crafts
- » Indoor Courts
- » Indoor Fitness/ Therapeutic
- » Family & Multigenerational

### – Outdoor Programs

- » Youth Sports
- » Nature-Based / Environmental \*
- » Water Based Activities

\* *New Position for Director of Environmental Education programs*

## • FACILITIES ASSESSMENT

- Potential facilities needs supporting a community park:

- Active sports
- Environmental facilities
- Indoor recreation center
- Greenway trails
- Splash pad

## 7 RECOMMENDATIONS

### PARKS & FACILITIES

3. **New West Community Park** – Concord's rapid growth towards Charlotte, which has increased the footprint of the City's boundary, is most likely to continue. It has been evident in the many meetings and community outreach that this western territory is under-served with park land and resources supporting recreation. As additional land is annexed and more residential development continues, opportunities for park land acquisition will be a priority. To continue to provide services for this portion of the City, it is recommended that a new community park (30-50 acres) in this area be added to the system in the future. The program for a community park may include active and passive recreation opportunities that may include fields, courts, trails, playgrounds, and open space. Community



# Public Online Survey

The team developed a public online survey to seek community input for the project's desired wants/ needs in fall 2020. In addition, the team held a drop-in workshop onsite to assist in the needs for the programming for the proposed park. This information was used to guide the development of the two (2) current conceptual site designs.

## SAMPLE QUESTIONS FROM THE SURVEY ([www.publicinput.com/concord](http://www.publicinput.com/concord))



**5. In which of the following leisure activities and recreation programs do you and others in your household participate regularly?**

**5a. OUTDOOR** (Check all that apply)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adventure Park/           | <input type="checkbox"/> Group Gardening        | <input type="checkbox"/> Skating Activities                       |
| <input type="checkbox"/> Obstacle Course           | <input type="checkbox"/> Golf/ Driving Range    | <input type="checkbox"/> Skateboarding                            |
| <input type="checkbox"/> Amphitheater              | <input type="checkbox"/> Hiking                 | <input type="checkbox"/> Soccer                                   |
| <input type="checkbox"/> Baseball                  | <input type="checkbox"/> Kayak/ Canoe           | <input type="checkbox"/> Softball                                 |
| <input type="checkbox"/> Basketball                | <input type="checkbox"/> Miniature Golf         | <input type="checkbox"/> Special Needs Recreation                 |
| <input type="checkbox"/> Biking                    | <input type="checkbox"/> Movie Nights           | <input type="checkbox"/> Splash Pad/ Park                         |
| <input type="checkbox"/> Boating                   | <input type="checkbox"/> Nature Preserve Visits | <input type="checkbox"/> Swimming                                 |
| <input type="checkbox"/> BMX/ Pump Track           | <input type="checkbox"/> Nature Trails          | <input type="checkbox"/> Table Tennis                             |
| <input type="checkbox"/> Camps (summer)            | <input type="checkbox"/> Outdoor Fitness        | <input type="checkbox"/> Tennis                                   |
| <input type="checkbox"/> Cricket                   | <input type="checkbox"/> Pickleball             | <input type="checkbox"/> Volleyball                               |
| <input type="checkbox"/> Cross Country Running     | <input type="checkbox"/> Picnics                | <input type="checkbox"/> Walking/ Jogging                         |
| <input type="checkbox"/> Disc Golf                 | <input type="checkbox"/> Playgrounds            | <input type="checkbox"/> Wildlife/ Boardwalks                     |
| <input type="checkbox"/> Dog Park                  | <input type="checkbox"/> Reading                | <input type="checkbox"/> Other                                    |
| <input type="checkbox"/> Equestrian/ Horse         | <input type="checkbox"/> Rock Climbing          | <input type="checkbox"/> Do not participate in leisure activities |
| <input type="checkbox"/> Festivals/ Special Events | <input type="checkbox"/> Scouting               | <input type="checkbox"/> Senior Adult Programs                    |
| <input type="checkbox"/> Football                  | <input type="checkbox"/> Senior Adult Programs  | <input type="checkbox"/> Visual Arts                              |

**5b. Which FOUR of the outdoor activities and recreation programs listed above do you and other members of your household participate in the most often and would mostly like at the new park?**

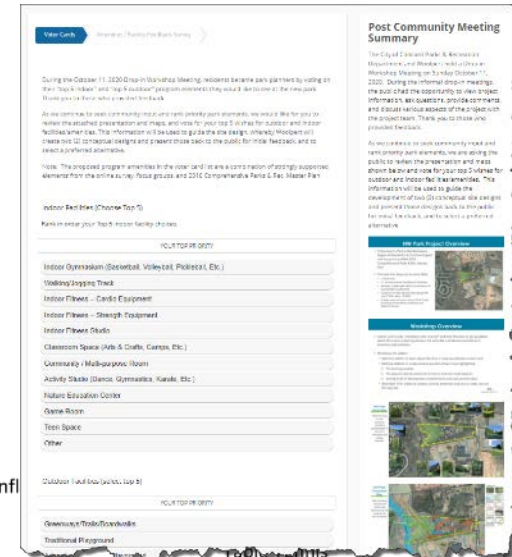
- Most often     
  2<sup>nd</sup> Most often     
  3<sup>rd</sup> Most often     
  4<sup>th</sup> Most often

**Check all that apply)**

- |                                 |   |
|---------------------------------|---|
| <input type="checkbox"/> School | <input type="checkbox"/> Open Gym                                 |
| <input type="checkbox"/> (er)   | <input type="checkbox"/> Pickleball                               |
| <input type="checkbox"/>        | <input type="checkbox"/> Playgrounds/ Infi                        |
| <input type="checkbox"/>        | <input type="checkbox"/> Reading                                  |
| <input type="checkbox"/>        | <input type="checkbox"/> Rock Climbing                            |
| <input type="checkbox"/>        | <input type="checkbox"/> Scouting                                 |
| <input type="checkbox"/>        | <input type="checkbox"/> Senior Adult Programming                 |
| <input type="checkbox"/>        | <input type="checkbox"/> Skating Activities                       |
| <input type="checkbox"/>        | <input type="checkbox"/> Soccer                                   |
| <input type="checkbox"/>        | <input type="checkbox"/> Volleyball                               |
| <input type="checkbox"/>        | <input type="checkbox"/> Walking/Jogging                          |
| <input type="checkbox"/>        | <input type="checkbox"/> Other                                    |
| <input type="checkbox"/>        | <input type="checkbox"/> Do not participate in leisure activities |

**Which FOUR of the indoor activities and recreation programs listed above do you and other members of your household participate in the most often and would mostly likely want at the new park?**

- Most often     
  2<sup>nd</sup> Most often     
  3<sup>rd</sup> Most often     
  4<sup>th</sup> Most often



The following are the results from the 1<sup>st</sup> public online survey on the vote for OUTDOOR / INDOOR leisure activities and recreation programming wants/needs they would like to see at the new park. Highlighted are the top 10.



### 1<sup>ST</sup> SURVEY RESULTS (closed 10/18/20)

1. Walking, Jogging, Hiking, Biking, Nature Trails	493
2. Basketball, Open Gym, Volleyball	151
3. Indoor Walking, Jogging Track	146
4. Indoor Fitness	142
5. Playgrounds	136
6. Arts, Crafts and Cultural Arts	129
7. Swimming	114
8. Outdoor Courts (Tennis, Pickleball, Basketball)	108
9. Splash Pad	108
10. Indoor Playground, Splashpad	106
11. Special Events / Amphitheater, Movie Nights	101
12. Indoor Activities (Soccer, Pickleball, Gymnastics)	96
13. Indoor Adventure Activities (Laser Tag, Skating, Rock Climbing)	94
14. Dog Park	75
15. Nature Preserve, Wildlife, Boardwalks	68
16. Indoor Programming (Dance, Martial Arts)	61
17. Multi-purpose Field (Soccer, Cricket, Etc.)	60
18. Camps / After School	56
19. Picnics	42
20. Disc Golf	40
21. Miniature Golf	39
22. Outdoor Fitness	31
23. Skatepark / Skating / Pump Track	25
24. Volleyball	18
25. Senior Adult Space	16
26. Table Tennis	16
27. Baseball / Softball	14
28. Community Garden	10
29. Special Needs Rec.	10

# 1<sup>st</sup> Public Online Survey Results

Full survey participants = +/- 1000  
Total write in comments = +/- 500



The following are the results from the 1<sup>st</sup> public online survey on the vote for OUTDOOR / INDOOR leisure activities and recreation programming wants/needs they would like to see at the new park.



## 2<sup>nd</sup> SURVEY RESULTS (Top 5 needs)

### Top Outdoor Choices

1. Greenways/Trails/Boardwalks	86%
2. Adventure/Obstacle Playground	57%
3. Open Lawn / Event Space	48%
4. Splash Pad	48%
5. Traditional Playground	41%
6. Multi-purpose Field (Soccer, Cricket, Etc.)	41%
7. Dog Park	32%
8. Disc Golf	24%
9. Tennis Courts	21%
10. Pickleball Courts	14 %
11. Outdoor Classroom	13%
12. Baseball / Softball Fields	12%
13. Other	11%

### Top Indoor Choices

1. Indoor Gymnasium (Basketball, Volleyball, Pickleball, etc.)	70 %
2. Walking/Jogging Track	60 %
3. Community/Multi-purpose Room	50%
4. Classroom Space (Arts & Crafts, Camps, Etc.)	44%
5. Activity Studio (Dance, Gymnastics, Karate, Etc.)	37%
6. Nature Education Center	37%
7. Indoor Fitness Studio	32%
8. Indoor Fitness Strength	27%
9. Indoor Fitness Cardio	25%
10. Teen Space	24%
11. Game Room	19%
12. Other	14%

# 2<sup>nd</sup> Public Online Survey Results

2nd survey participants = +/- 190







# Community Center Concept

## PROGRAMMING WORKSHEET



## PROGRAMMING- TOP ITEMS MET: 15

### A First Survey Top 4 (closed 10/18/20)

#### Top Outdoor Programming Results

1. Walking/Jogging/Hiking/Biking/Nature Trails
2. Playground (Traditional **+ Adventure**)
3. Outdoor Court (~~Tennis~~/Pickleball, Basketball)
4. Splash Pad

#### Top Indoor Programming Results

1. ~~Basketball/Open Gym/Volleyball~~
2. ~~Walking/Jogging Track~~
3. Indoor Fitness *limited – no equipment*
4. Arts/Crafts/Cultural Art

### B Second Survey Top 5 (closed 11/10/20)

#### Top Outdoor Programming Results

1. Greenways/Trails/Boardwalks
2. Adventure/Obstacle Playground
3. Open Lawn/Event Space
4. Splash Pad
5. Traditional Playground **+ Adventure**

#### Top Indoor Programming Results

1. ~~Indoor Gym (Basketball, Volleyball, Pickleball, etc.)~~
2. ~~Walking/Jogging Track~~
3. Community/Multi-Purpose Room
4. Classroom Space (Arts & Crafts, Camps, etc.)
5. ~~Activity Studio (Dance, Gymnastics, Karate, etc.)~~

### C Focus Group Ideas (Fall 2020)

#### Top Outdoor / Indoor Programming Results

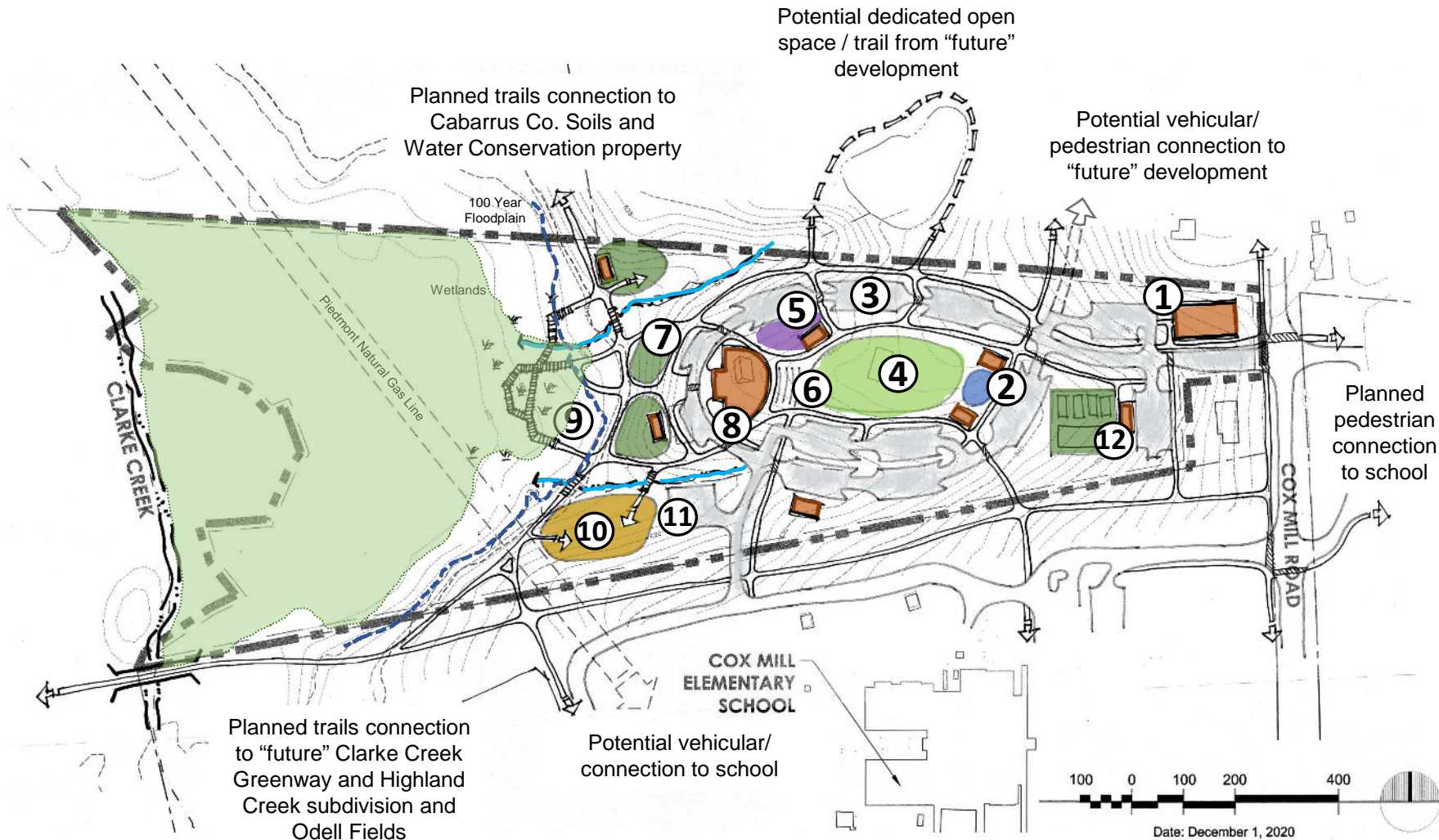
- Recreation Forest Space
- Demonstration Garden(s) + Outdoor Ed.
- Nature Center
- Open Space
- Trails
- ~~Themed Playground~~
- ~~Basketball Court(s) (Indoor & Outdoor)~~
- Cultural Arts
- Indoor Classrooms (i.e. Cooking, Fitness, Cultural Classes)
- Space for Children & Students & Special Needs
- Community Event Space
- Splash Pads
- Athletic Courts & Fields
- Picnic Shelters
- Accessible
- ~~Rec Center~~
- ~~Disc Golf~~
- ~~Indoor Multi-Sport~~
- ~~Senior Center (Cabarrus County)~~
- Library/ "Book Vending Machine"
- Dog Park
- Meeting/Event Facility

The following lists are the top programming results/ ideas that were received through the various online public project surveys and focus groups during the project's discovery and assessment stage which drove the programming for the design concepts.

- Highlighted **blue** items are applied in the concept
- ~~Red / strikethrough~~ items are not included in the concept



# Community Center Concept



#	legend
①	police substation (6,000 SF) - +/- 15 cars
②	splash pad w/ restroom/ pavilions
③	one-way drive/parking - +/- 150 spaces
④	open lawn/ event space (300' x 150')
⑤	traditional playground w/ restroom /pavilions
⑥	amphitheater / classroom/ seating
⑦	outdoor education / programming areas w/ pavilion shelters
⑧	environmental / multi-use space/ community center (20,000 SF)
⑨	greenway trail / boardwalks
⑩	dog park
⑪	maintenance area
⑫	pickleball / sport court / restroom/ pavilion

# Recreation Center Concept

## PROGRAMMING WORKSHEET



### PROGRAMMING- TOP ITEMS MET: 20

#### A First Survey Top 4 (closed 10/18/20)

##### Top Outdoor Programming Results

1. Walking/Jogging/Hiking/Biking/Nature Trails
2. Playground (~~Traditional~~+ Adventure)
3. Outdoor Court (~~Tennis/Pickleball~~, Basketball)
4. Splash Pad

##### Top Indoor Programming Results

1. Basketball/Open Gym/Volleyball
2. Walking/Jogging Track
3. Indoor Fitness
4. Arts/Crafts/Cultural Art

#### B Second Survey Top 5 (closed 11/10/20)

##### Top Outdoor Programming Results

1. Greenways/Trails/Boardwalks
2. Adventure/Obstacle Playground
3. Open Lawn/Event Space
4. Splash Pad
5. ~~Traditional~~ Playground + Adventure

##### Top Indoor Programming Results

1. Indoor Gym (Basketball, Volleyball, Pickleball, etc.)
2. Walking/Jogging Track
3. Community/Multi-Purpose Room
4. Classroom Space (Arts & Crafts, Camps, etc.)
5. Activity Studio (Dance, Gymnastics, Karate, etc.)

The following lists are the top programming results/ ideas that were received through the various online public project surveys and focus groups during the project's discovery and assessment stage which drove the programming for the design concepts.

- Highlighted blue items are applied in the concept
- ~~Red / strikethrough~~ items are not included in the concept

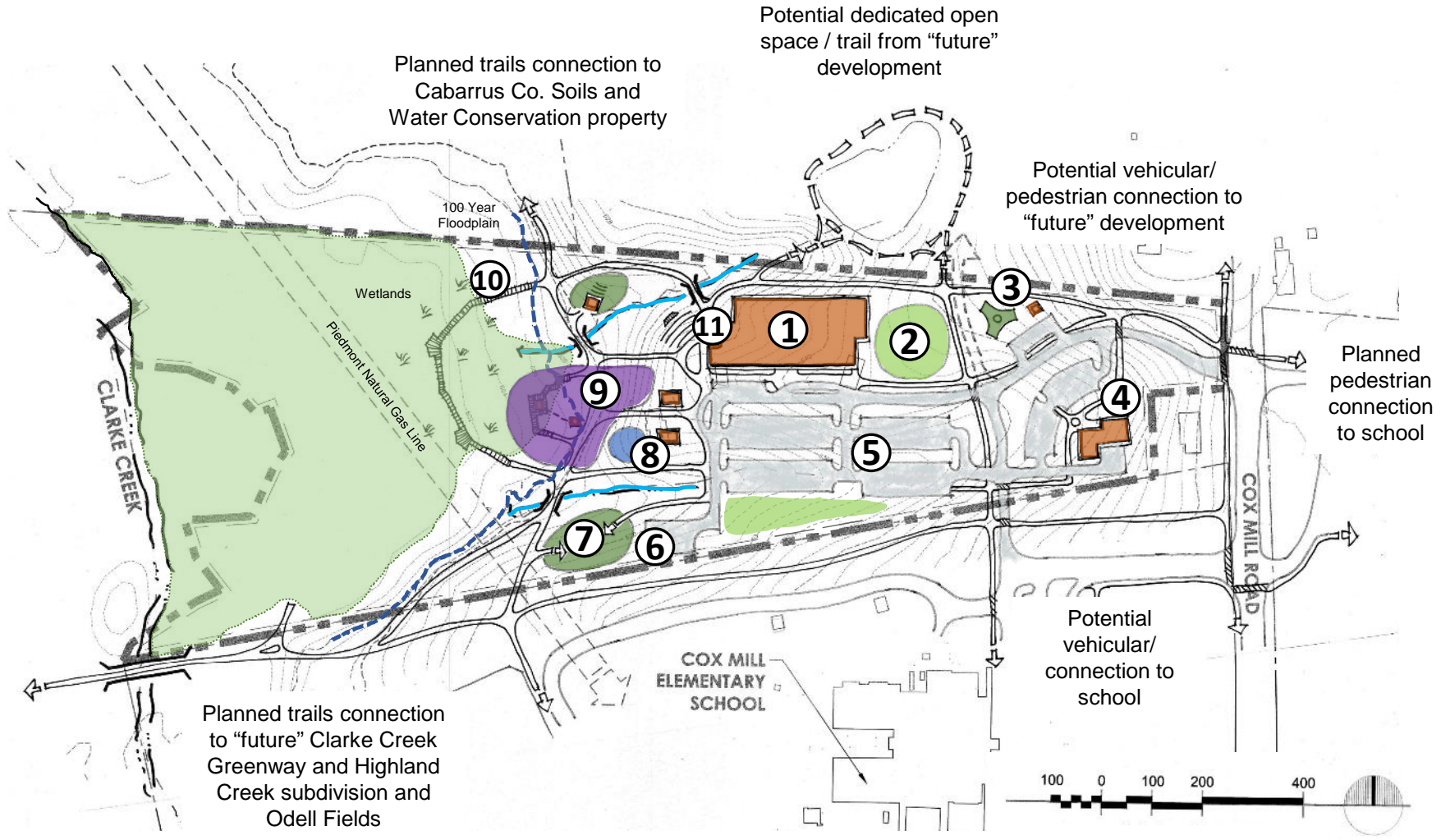
#### C Focus Group Ideas (Fall 2020)

##### Top Outdoor / Indoor Programming Results

- Recreation Forest Space
- Demonstration Garden(s) + Outdoor Ed.
- Nature Center
- Open Space
- Trails
- Themed Playground
- Basketball Court(s) (Indoor & Outdoor)
- Cultural Arts
- Indoor Classrooms (i.e. Cooking, Fitness, Cultural Classes)
- Space for Children & Students & Special Needs
- Community Event Space
- Splash Pads
- Athletic Courts & Fields
- Picnic Shelters
- Accessible
- Rec Center
- ~~Disc Golf~~
- Indoor Multi-Sport
- ~~Senior Center (Cabarrus County)~~
- Library/ "Book Vending Machine"
- ~~Dog Park~~
- Meeting Event/ Facility
- ~~Tennis / Pickleball (Indoor/Outdoor)~~



# Recreation Center Concept



#	legend
①	recreation center (+/- 40,000 SF)
②	open lawn/ event space (150' circle)
③	basketball (½ courts) w/ pavilion
④	police substation (6,000 SF) - +/- 25 cars
⑤	parking ( +/- 200 spaces)
⑥	maintenance area
⑦	outdoor education / programming area
⑧	splash pad w/ restroom/ pavilion
⑨	adventure / obstacle playground
⑩	greenway trail / boardwalks
⑪	Indoor/ outdoor education classroom/ programming areas w/ pavilion shelters



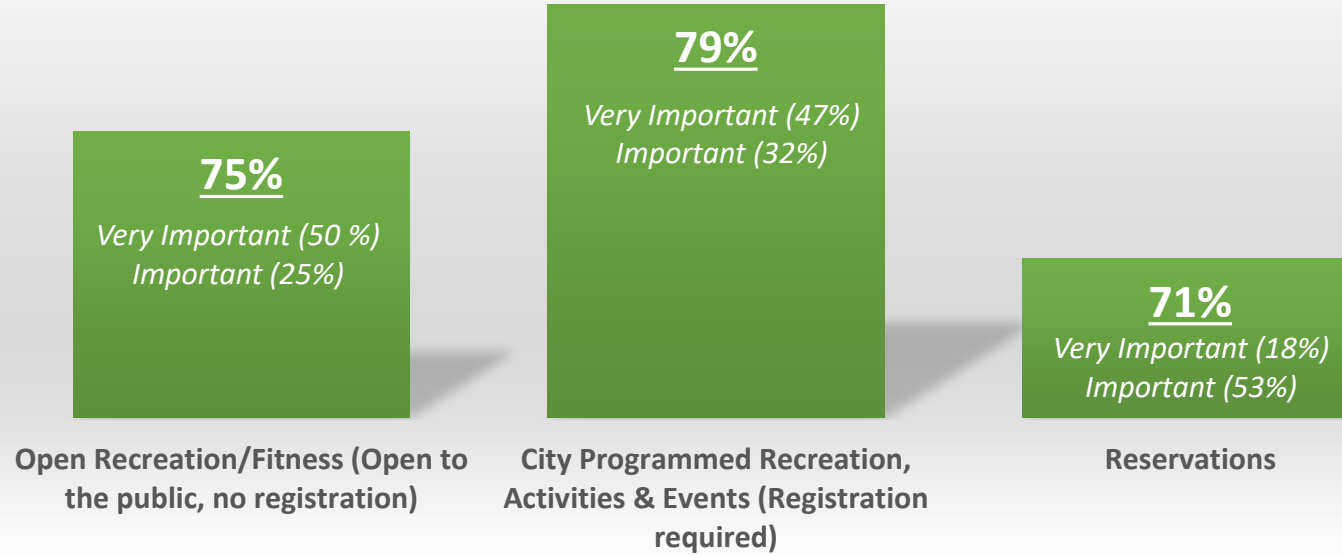


# J.E. “Jim” Ramseur Park Master Plan

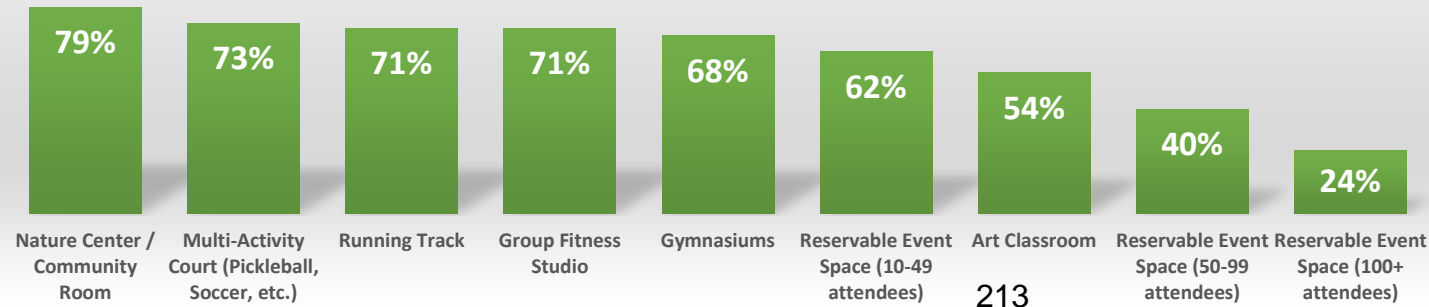
# 3<sup>rd</sup> Public Online Survey Results

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## In the Northwest Park, how important is the availability of INDOOR spaces for your household? (152 responses)

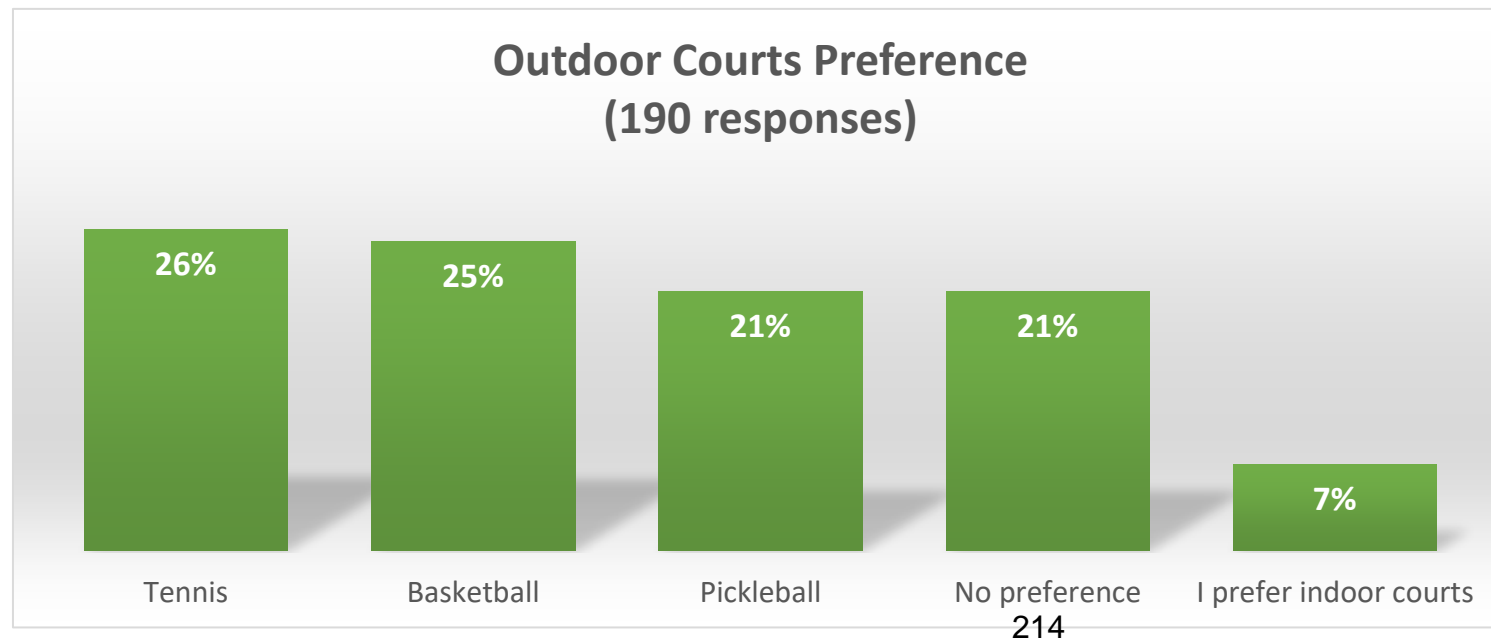
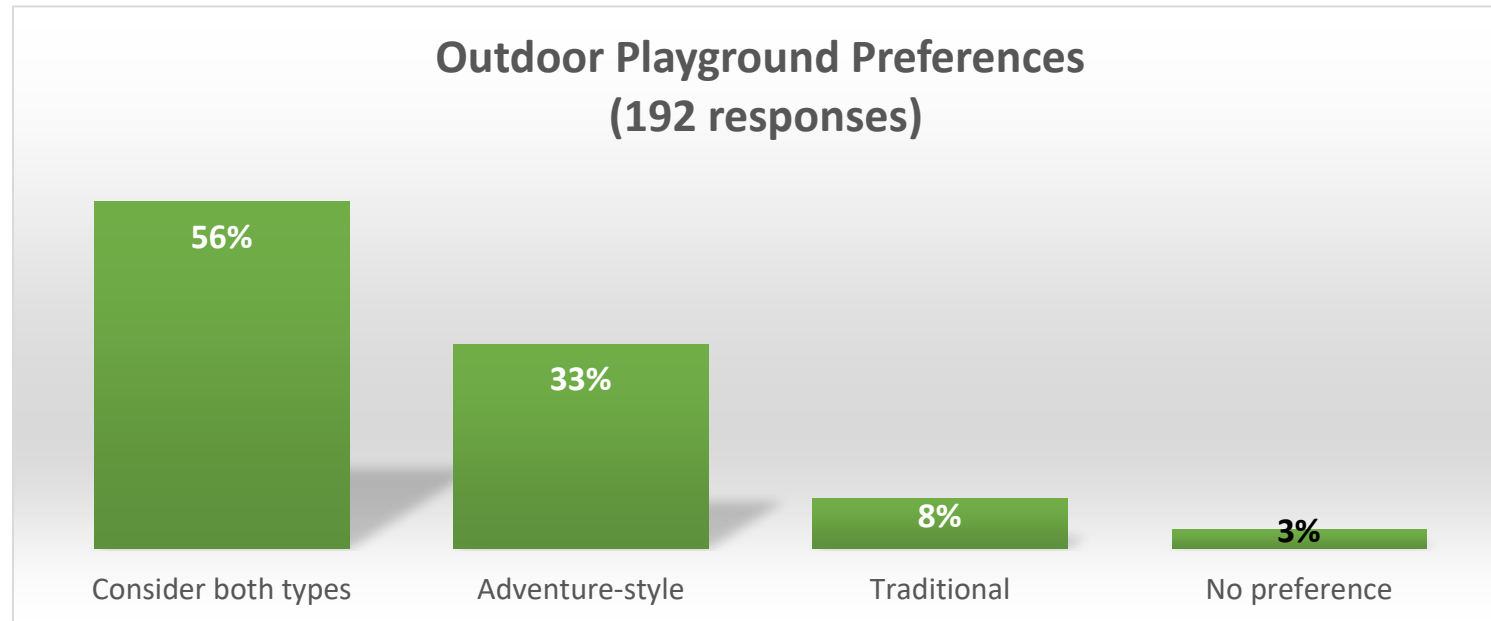


## How important are the following INDOOR spaces to your household? (167 responses)



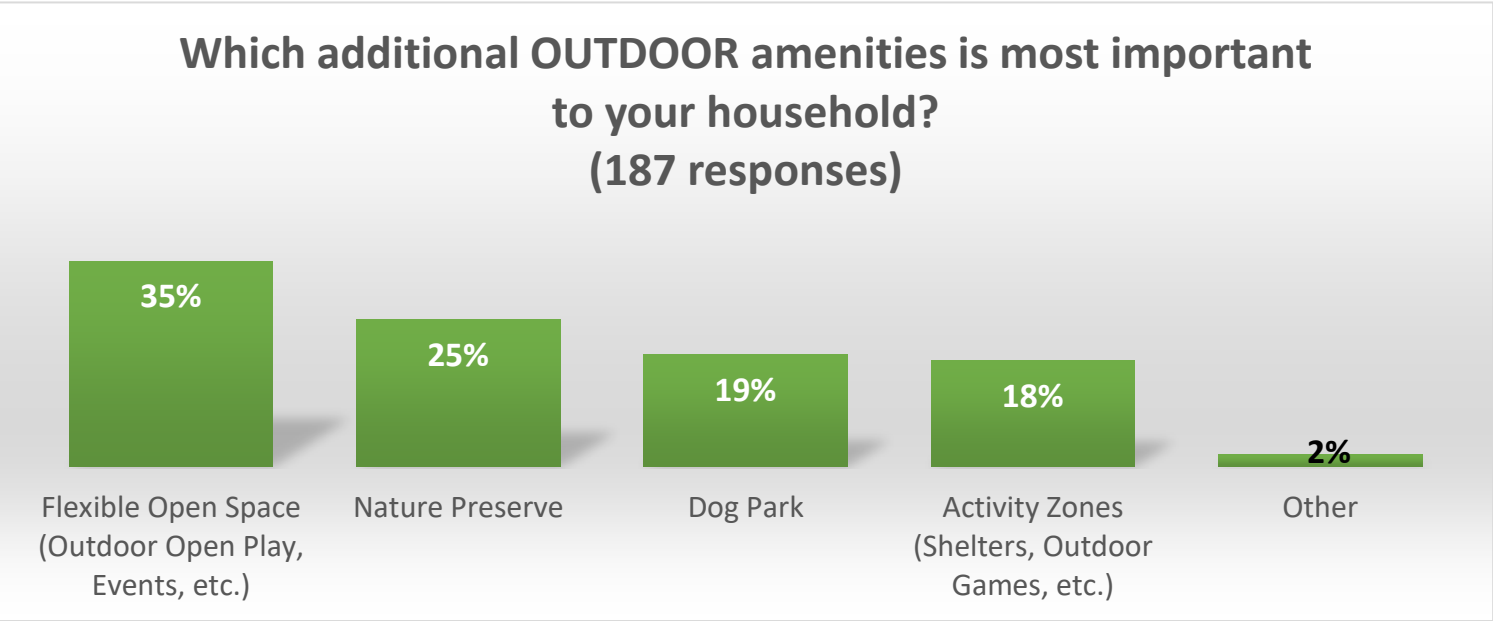
# 3<sup>rd</sup> Public Online Survey Results

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# 3<sup>rd</sup> Public Online Survey Results



3<sup>rd</sup> survey participants = +/- 190  
Total write in comments = +/- 70

- With the write-in comments, the participants wrote preferred comments for the following options:
- Recreation Center - **41 preferred comments (78%)**
  - Community Center - **11 preferred comments (22%)**





# J.E. "Jim" Ramseur Park Master Plan

Planned trails connection to  
Cabarrus County Soils and Water  
Conservation property



Driveway / connection  
to future developments

Highland Creek  
Subdivision

Potential trails connection to  
"future" Clarks Creek Greenway  
and Highland Creek Subdivision

Clarks Creek

Odell Sports Fields

Cox Mill  
Elementary  
School

Potential vehicular /  
connection to school

Cox Mill  
High  
School

**Key**

- |                                     |   |   |                                 |
|-------------------------------------|---|---|---------------------------------|
| ① Recreation Center (+/- 40,000 sf) | ④ Parking (+/- 240 Spaces)                                    | ⑦ Adventure / Obstacle Playground w/ Pavilion | ⑩ Maintenance Area              |
| ② Open Lawn / Event Space           | ⑤ Outdoor Education Classroom / Programming Areas w/ Pavilion | ⑧ Parking (+/- 50 Spaces)                     | ⑪ Greenway Trail / Boardwalks   |
| ③ 5,200 sf Police Substation        | ⑥ Splash Pad w/ Restroom w/ Pavilion                          | ⑨ Outdoor Court Area w/ Pavilion              | ⑫ Pedestrian Bridge / Boardwalk |

**Legend**

- |                     |                          |
|---------------------|--------------------------|
| Proposed Building   | Play Area                |
| Asphalt Pavement    | Spray Park               |
| Concrete Walks      | 100 Year Flood Elevation |
| Boardwalk / Bridge  | Wetland                  |
| 10' Multi-Use Trail | Property Lines           |



Open Lawn







Potential Offsite  
Pedestrian Access

Potential Offsite  
Vehicular Access

10ft Multi-Use Trail

Small  
Playground

Recreation  
Center

Open Lawn/  
Event Area

Oval Perimeter  
Walk

Park Drive



Plaza

Stage

Accessible  
Parking

Drop Off

Food Trucks









Courts



Open Lawn/  
Event Area

Park Entrance

Restrooms /  
Pavilion

Parking  
(+/- 40 Cars)

Plaza

Pickleball /  
Tennis Courts

Evergreen  
Screening

Parking  
(+/- 200 Cars)

1/2 Basketball  
Court

10ft Multi-Use Trail

COX MILL ROAD

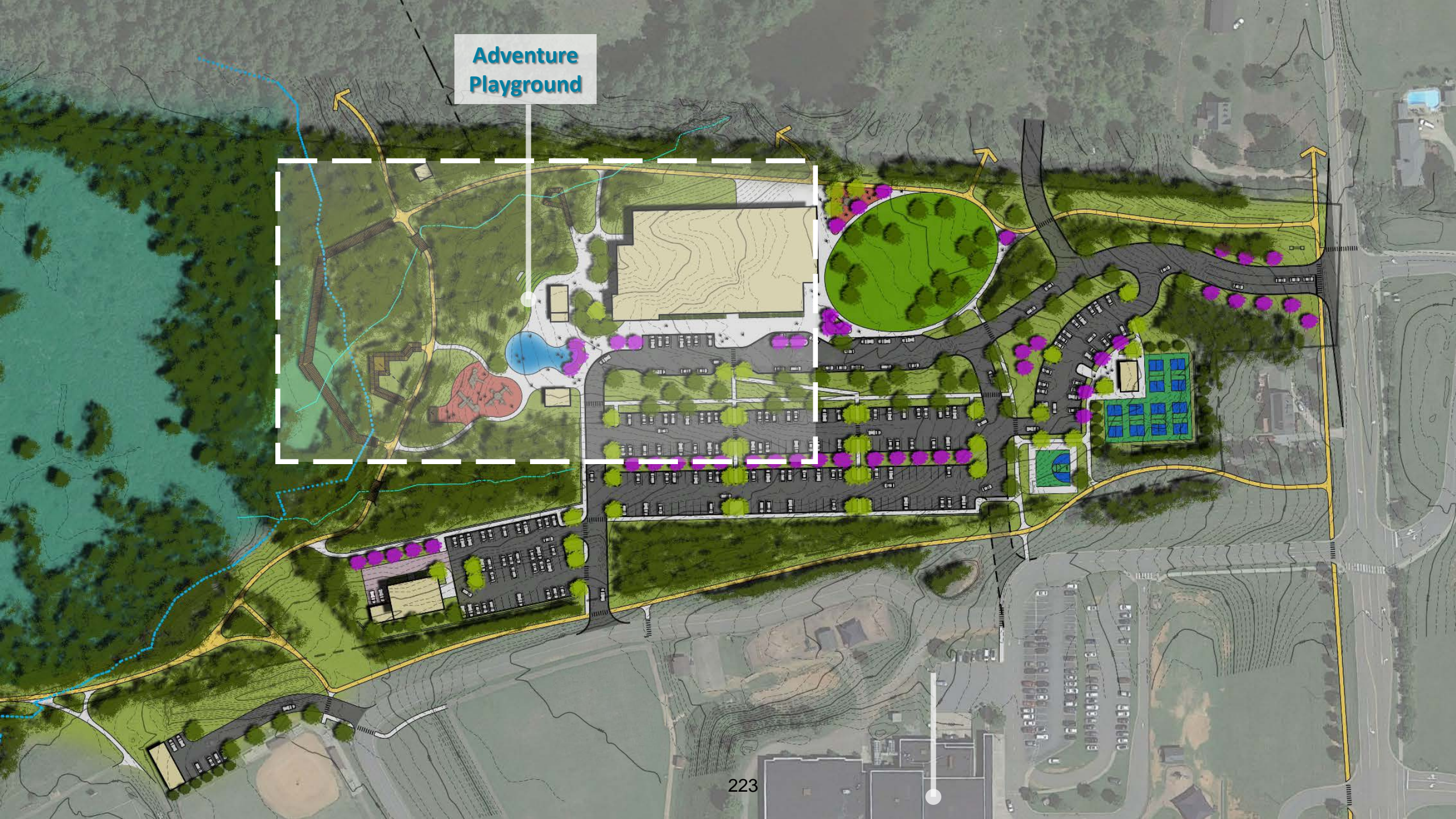
Cox Mill  
Elementary  
Property



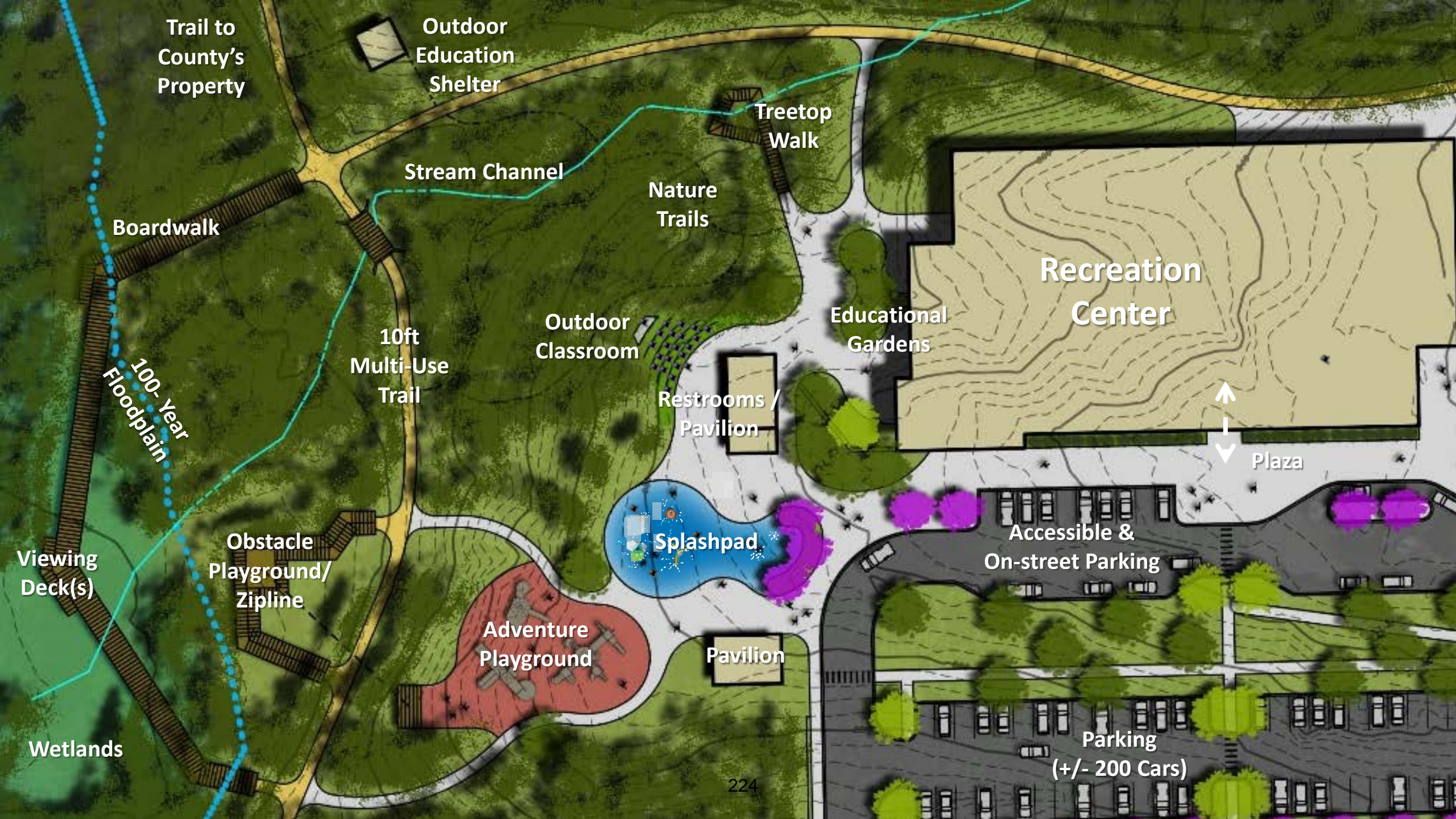




Adventure  
Playground







Trail to  
County's  
Property

Outdoor  
Education  
Shelter

Treetop  
Walk

Stream Channel

Nature  
Trails

Recreation  
Center

Boardwalk

Educational  
Gardens

Outdoor  
Classroom

10ft  
Multi-Use  
Trail

Restrooms /  
Pavilion



Plaza

100-Year  
Floodplain

Accessible &  
On-street Parking

Splashpad

Obstacle  
Playground/  
Zipline

Adventure  
Playground

Pavilion

Viewing  
Deck(s)

Parking  
(+/- 200 Cars)

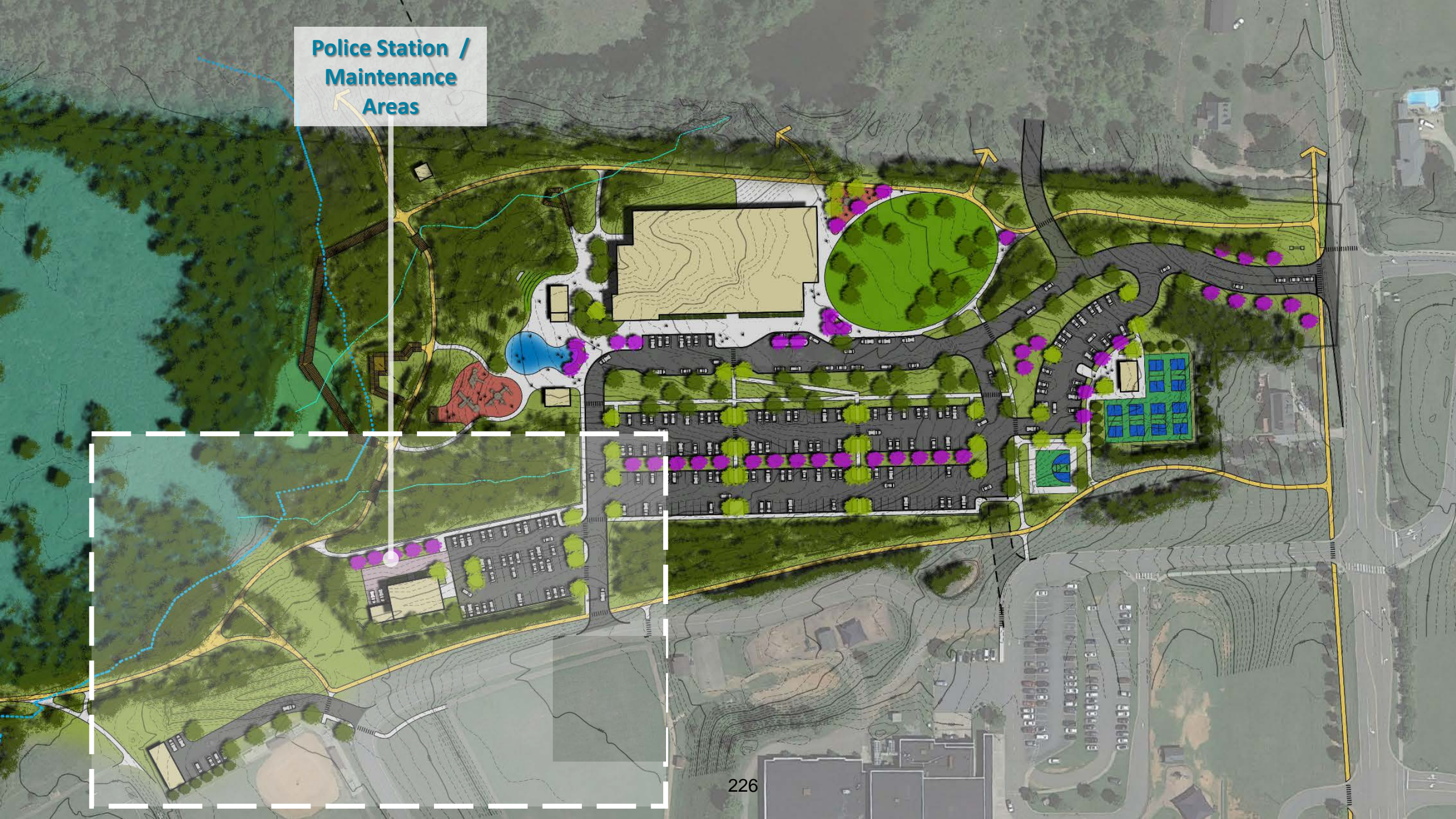
Wetlands



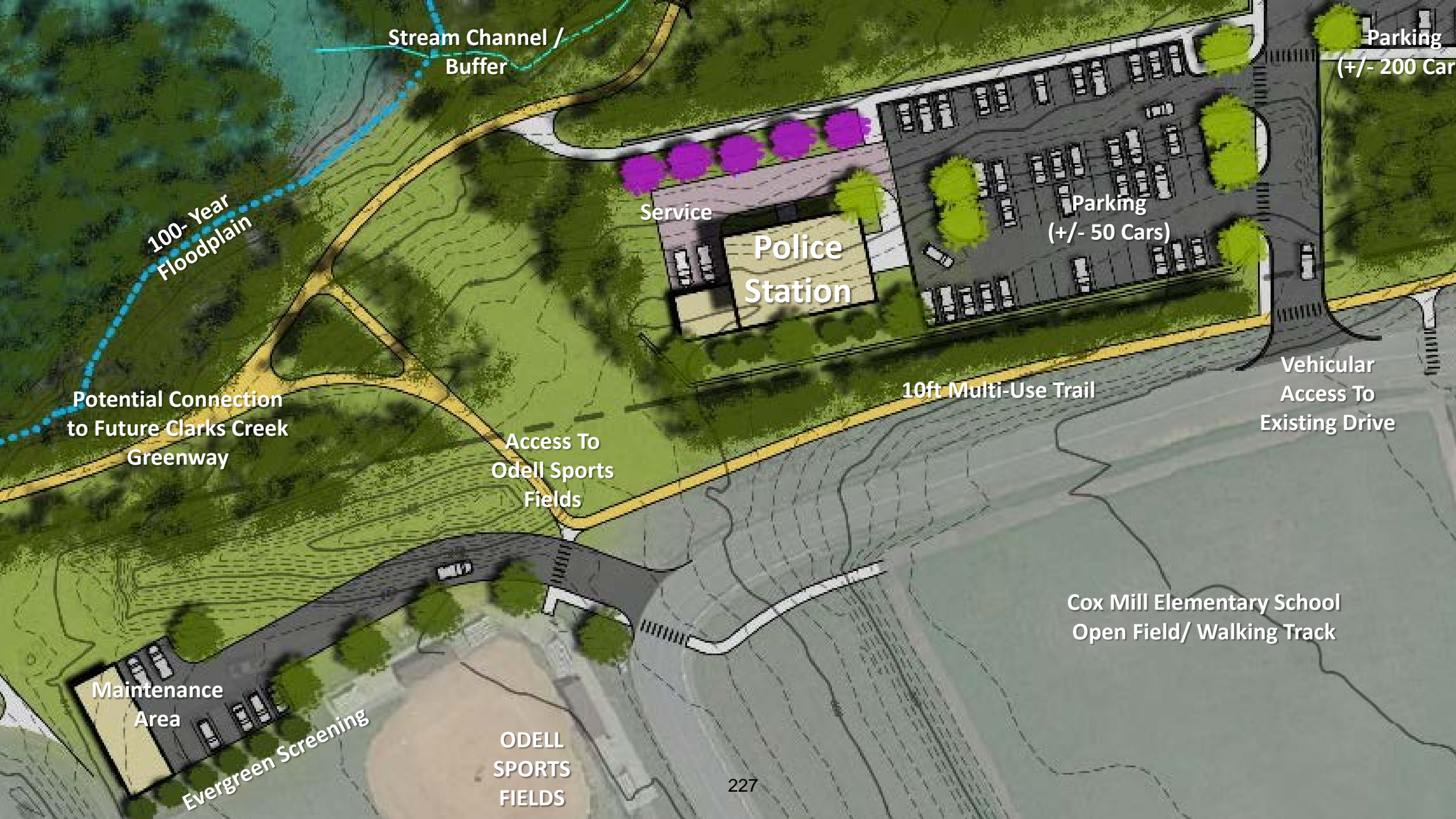




**Police Station /  
Maintenance  
Areas**







Stream Channel /  
Buffer

Parking  
(+/- 200 Cars)

100-Year  
Floodplain

Service

Police  
Station

Parking  
(+/- 50 Cars)

Potential Connection  
to Future Clarks Creek  
Greenway

Access To  
Odell Sports  
Fields

10ft Multi-Use Trail

Vehicular  
Access To  
Existing Drive

Maintenance  
Area

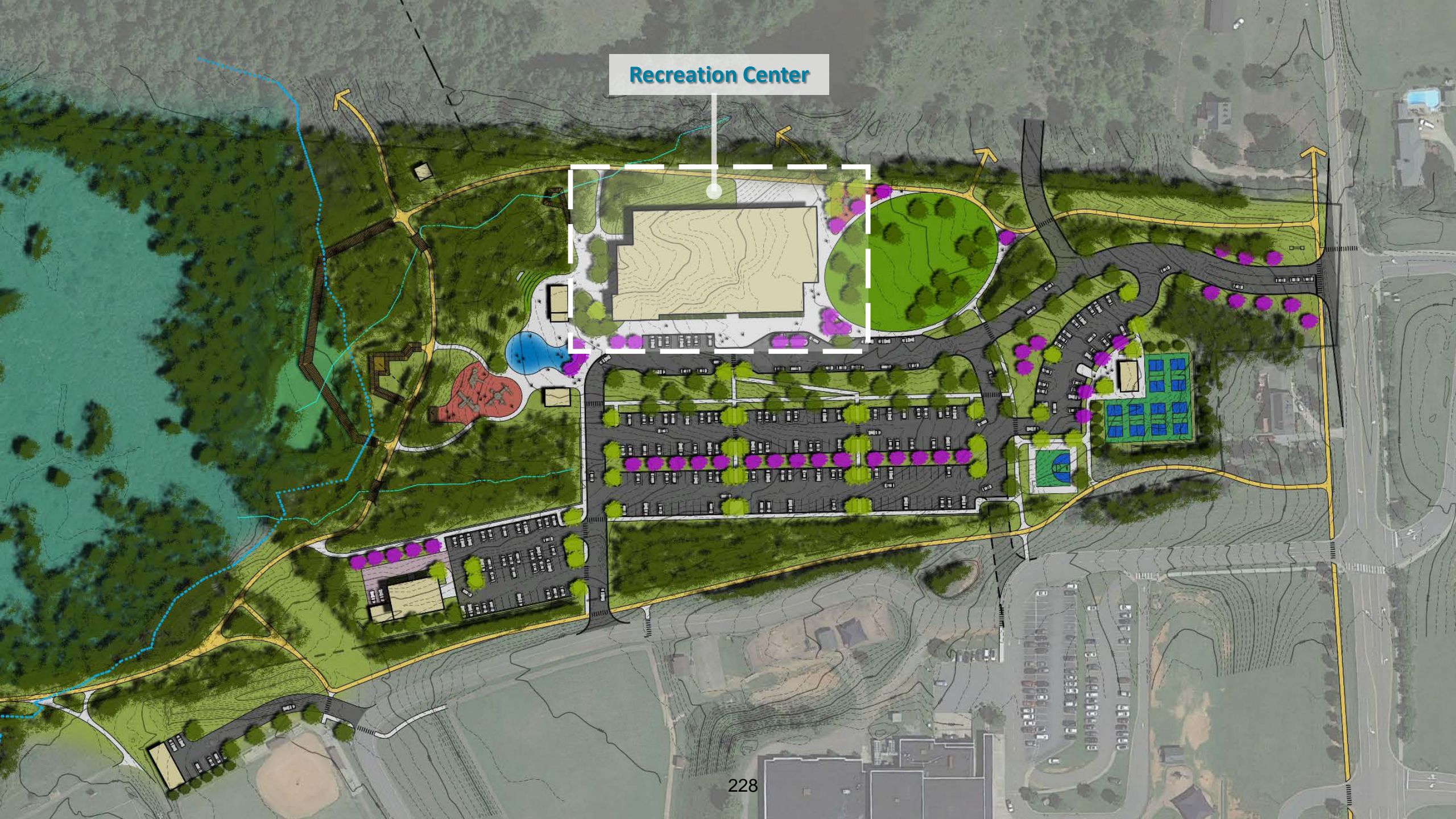
Evergreen Screening

ODELL  
SPORTS  
FIELDS

Cox Mill Elementary School  
Open Field/ Walking Track

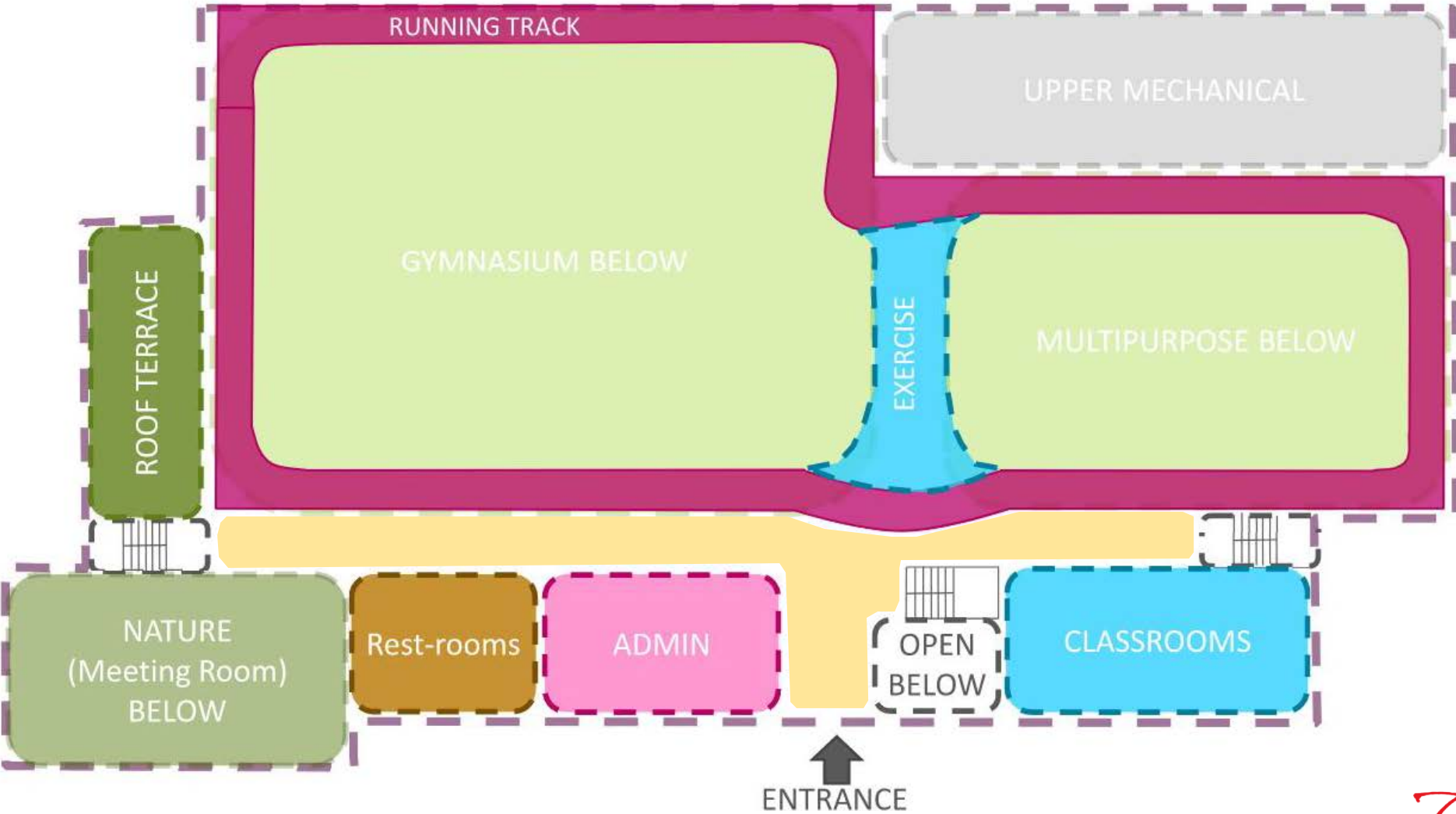


Recreation Center





STREET LEVEL - MAIN ENTRANCE



LOWER "SUNKEN" LEVEL



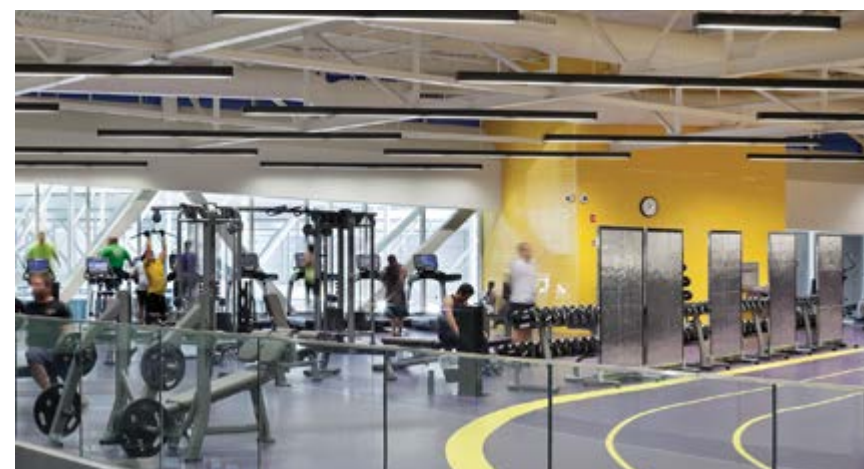
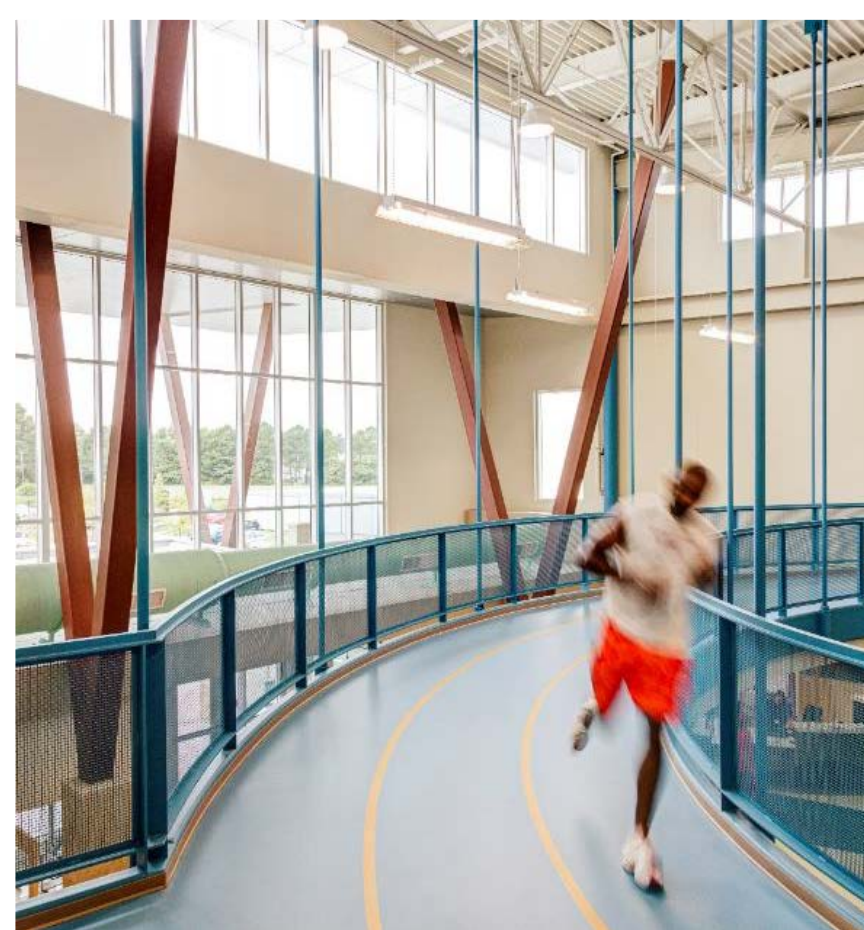
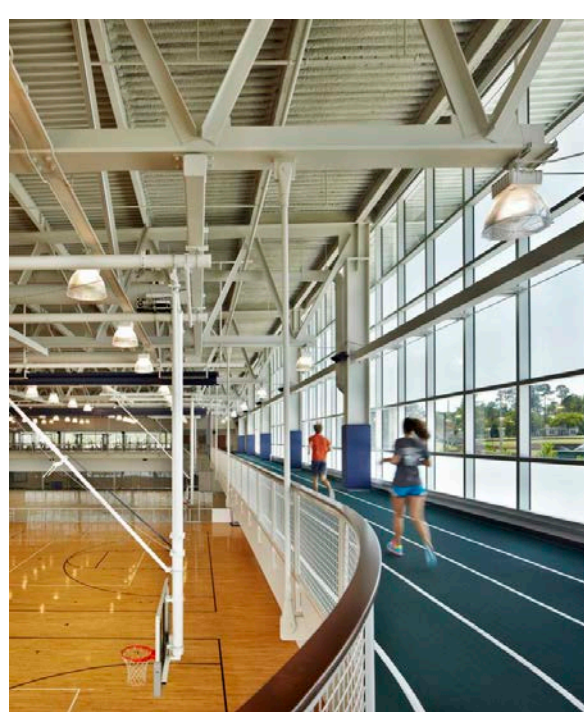






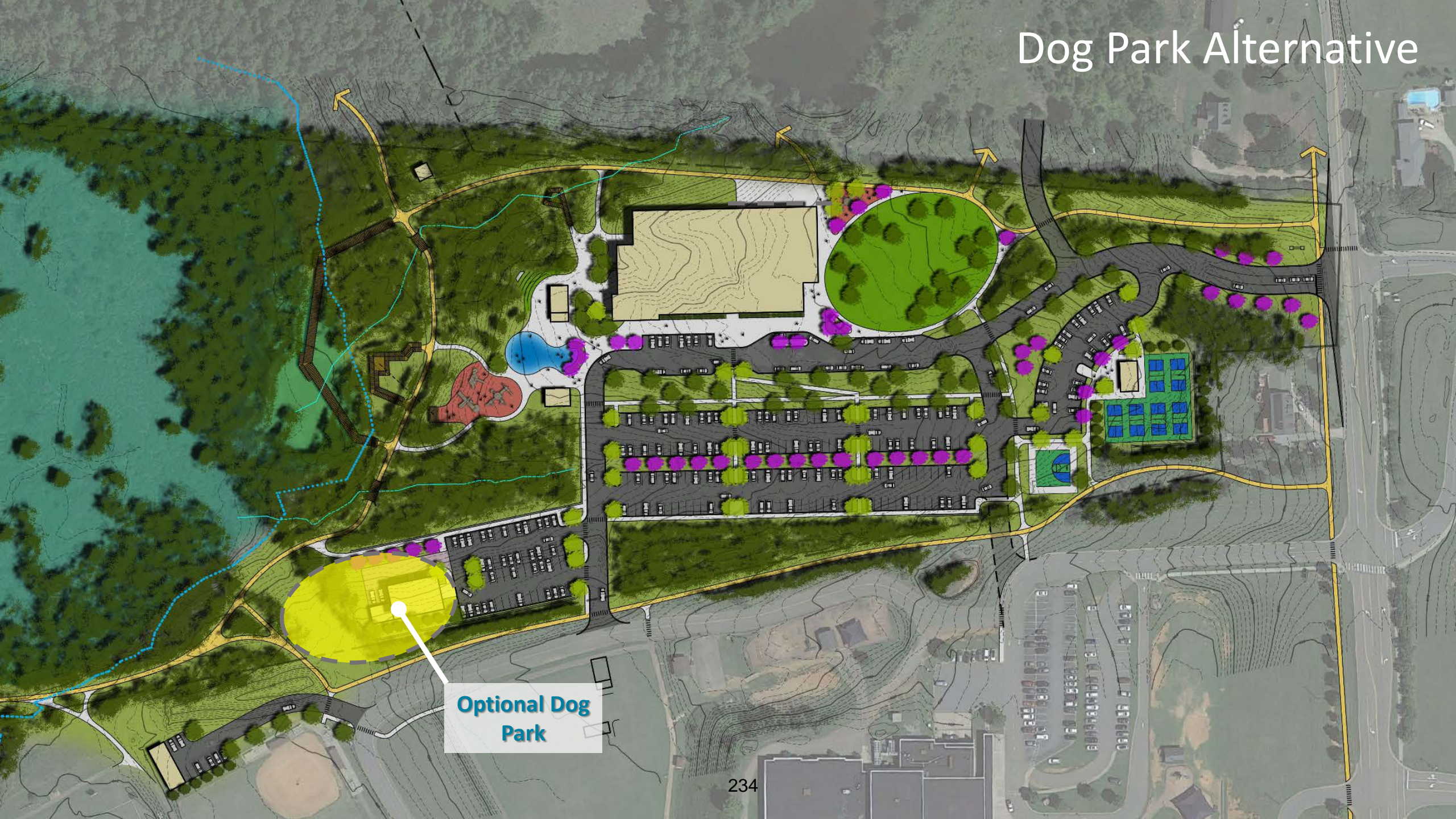








# Dog Park Alternative



**Optional Dog  
Park**

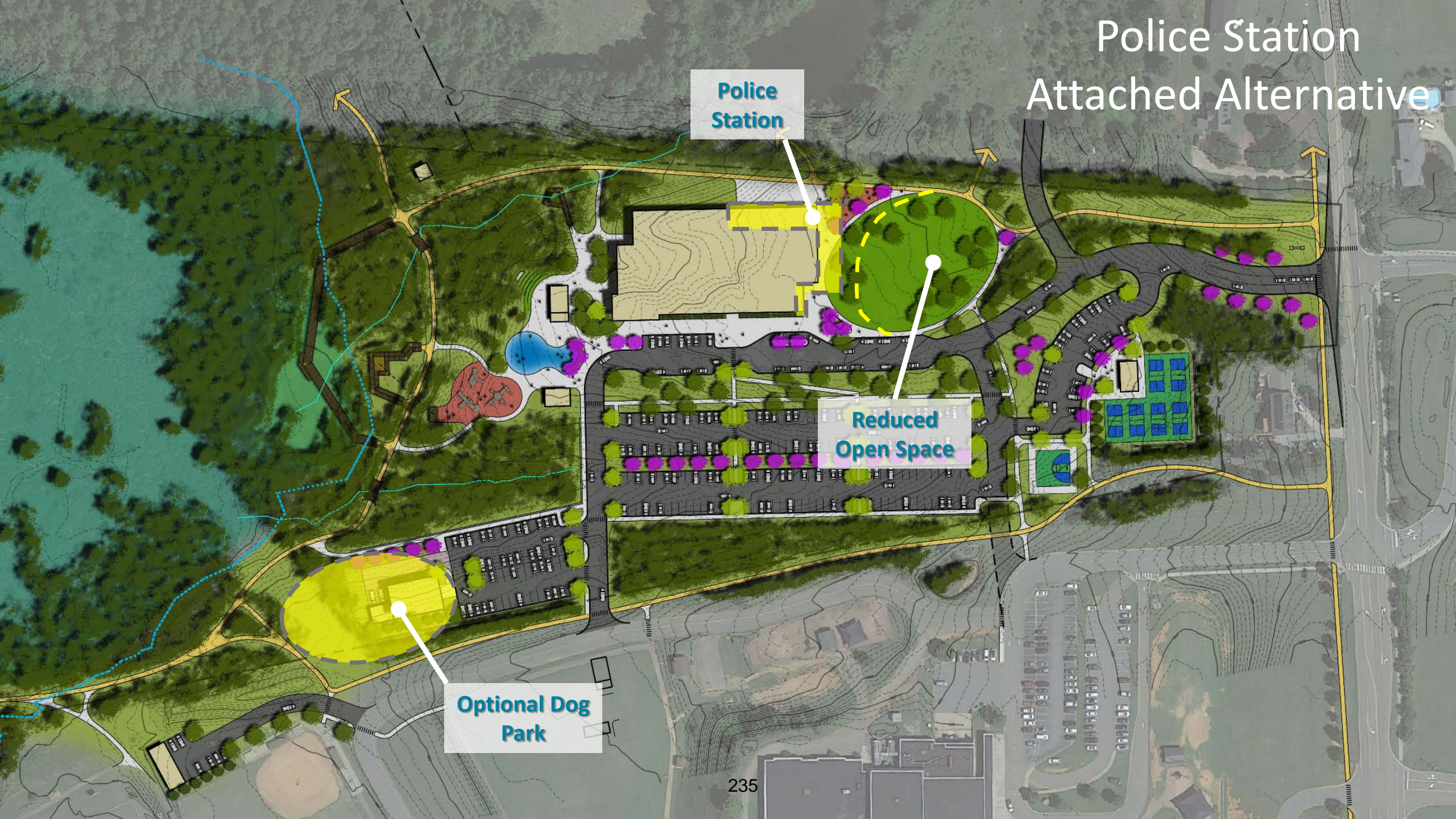


# Police Station Attached Alternative

Police  
Station

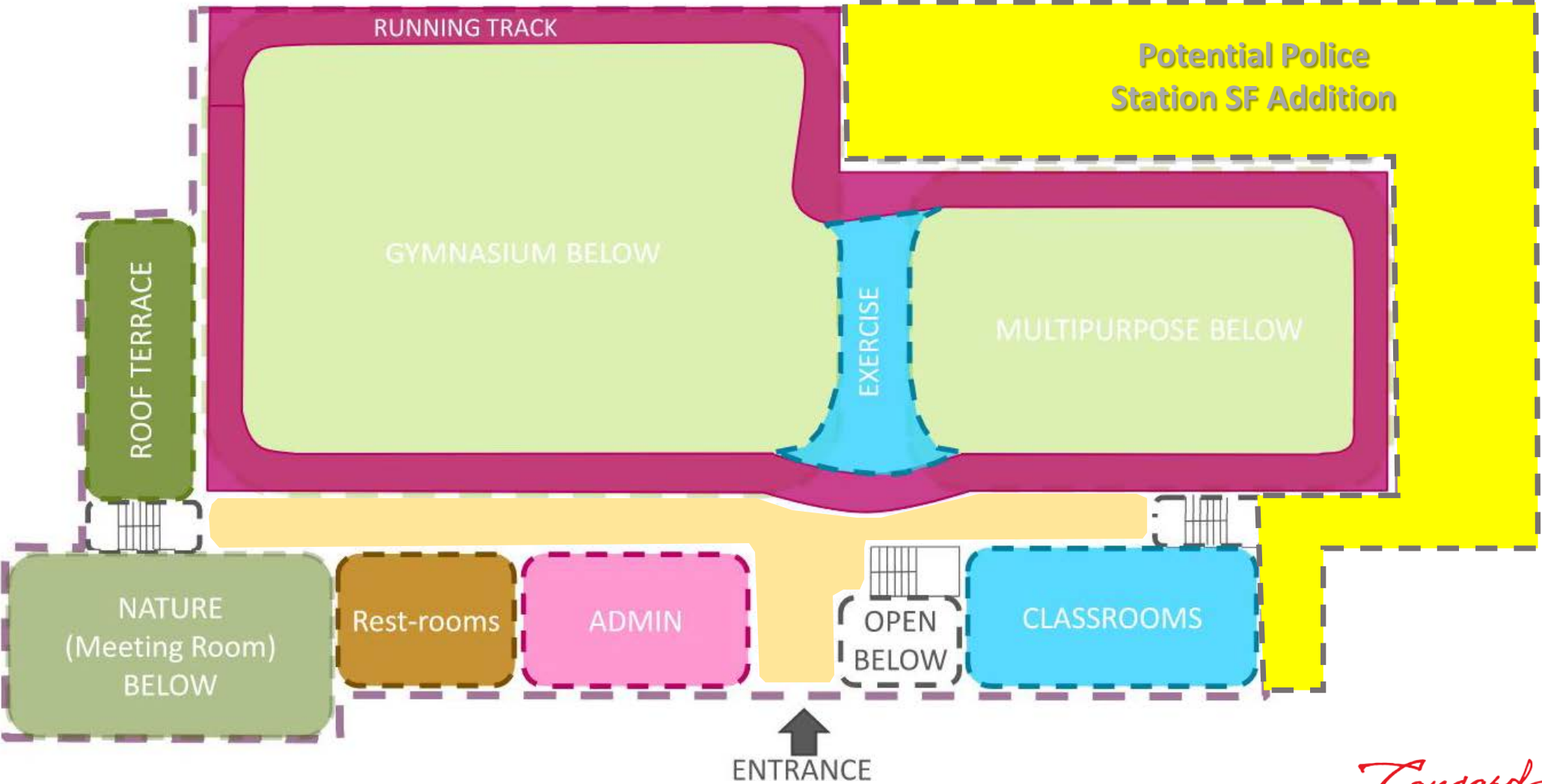
Reduced  
Open Space

Optional Dog  
Park





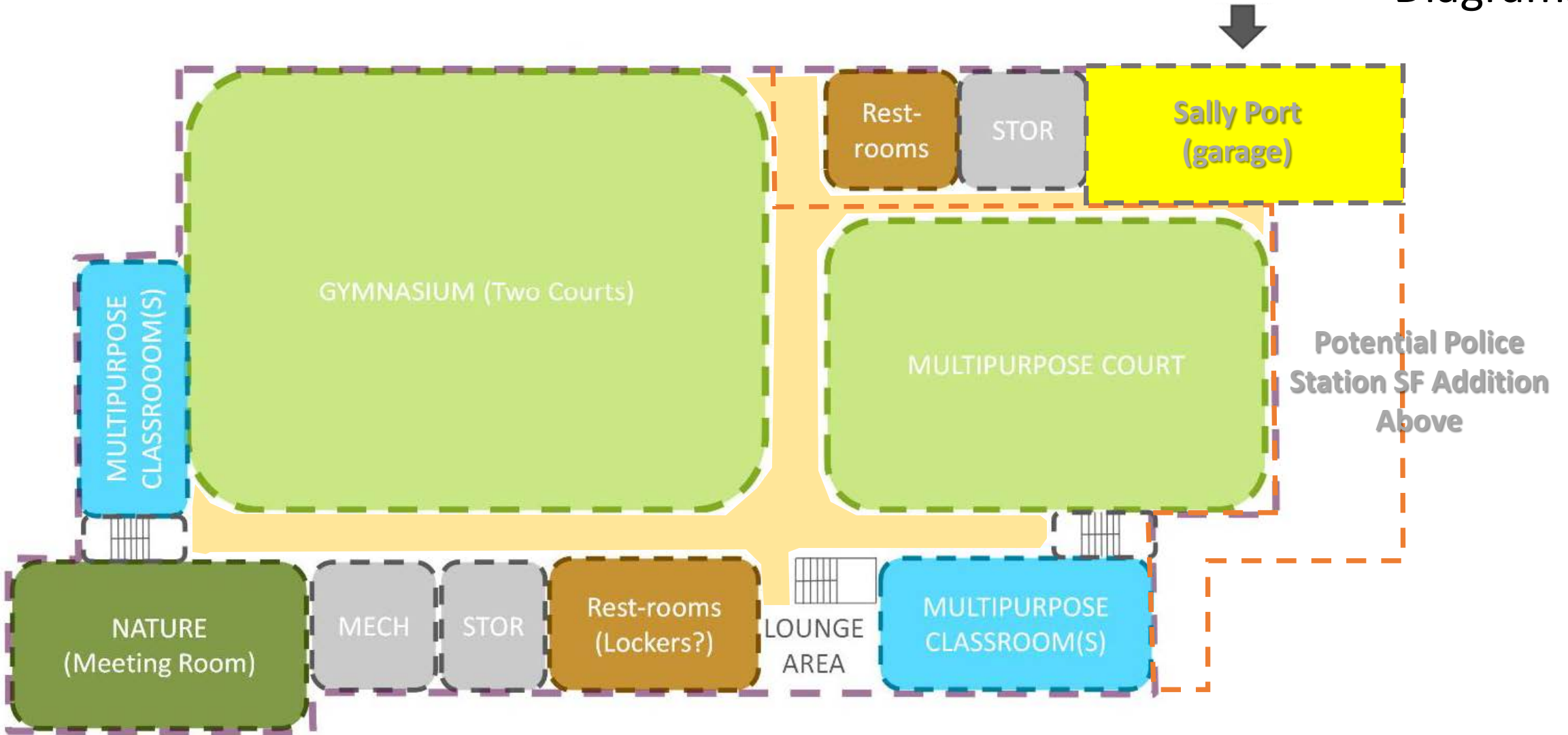
STREET LEVEL - MAIN ENTRANCE





# LOWER "SUNKEN" LEVEL

## Recreation Center Diagrams





# Trails





# Trails

Boardwalk/Bridge  
(1200 LF)

**Boardwalk/  
Pedestrian  
Bridge**





# Trails

Greenway

(6500 LF or 1.23 Miles)



**Boardwalk/  
Pedestrian  
Bridge**

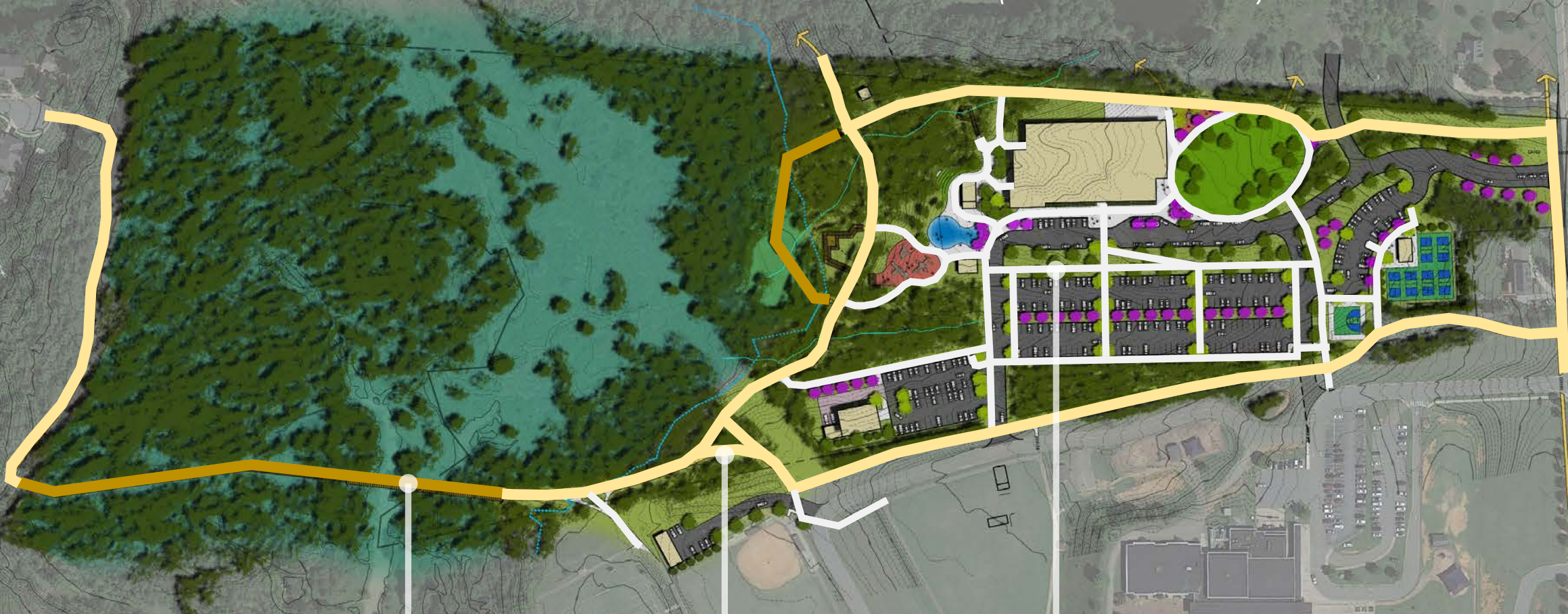
**10ft Multi-  
Use Trail**



# Trails

Sidewalk

(5600 LF or 1.06 Miles)



**Boardwalk/  
Pedestrian  
Bridge**

**10ft Multi-  
Use Trail**

**Concrete  
Sidewalk**



# Final Concept

## PROGRAMMING- TOP ITEMS MET: 22 (23 w/ Dog Park Option)

### A First Survey Top 4 (closed 10/18/20)

#### Top Outdoor Programming Results

1. Walking/Jogging/Hiking/Biking/Nature Trails
2. Playground (Traditional + Adventure)
3. Outdoor Courts (Tennis, Pickleball, Basketball)
4. Splash Pad

#### Top Indoor Programming Results

1. Basketball/Open Gym/Volleyball
2. Walking/Jogging Track
3. Indoor Fitness
4. Arts/Crafts/Cultural Art

### B Second Survey Top 5 (closed 11/10/20)

#### Top Outdoor Programming Results

1. Greenways/Trails/Boardwalks
2. Adventure/Obstacle Playground
3. Open Lawn/Event Space
4. Splash Pad
5. Playground (Traditional + Adventure)

#### Top Indoor Programming Results

1. Indoor Gym (Basketball, Volleyball, Pickleball, etc.)
2. Walking/Jogging Track
3. Community/Multi-Purpose Room
4. Classroom Space (Arts & Crafts, Camps, etc.)
5. Activity Studio (Dance, Gymnastics, Karate, etc.)

The following lists are the top programming results/ ideas that were received through the various online public project surveys and focus groups during the project's discovery and assessment stage which drove the programming for the design concepts.

- Highlighted blue items are applied in the concept
- ~~Red / strikethrough~~ items are not included in the concept

### C Focus Group Ideas (Fall 2020)

#### Top Outdoor / Indoor Programming Results

- Recreation Forest Space
- Demonstration Garden(s) + Outdoor Ed.
- Nature Center
- Open Space
- Trails
- Themed Playground
- Basketball Court(s) (Indoor & Outdoor)
- Cultural Arts
- Indoor Classrooms (i.e. Cooking, Fitness, Cultural Classes)
- Space for Children & Students & Special Needs
- Community Event Space
- Splash Pads
- Athletic Courts & Fields
- Picnic Shelters
- Accessible
- Rec Center
- ~~Disc Golf~~
- Indoor Multi-Sport
- ~~Senior Center (Cabarrus County)~~
- Library/ "Book Vending Machine"
- Dog Park (option w/o PS)
- Meeting Event/ Facility
- Pickleball/Tennis

## PROGRAMMING WORKSHEET



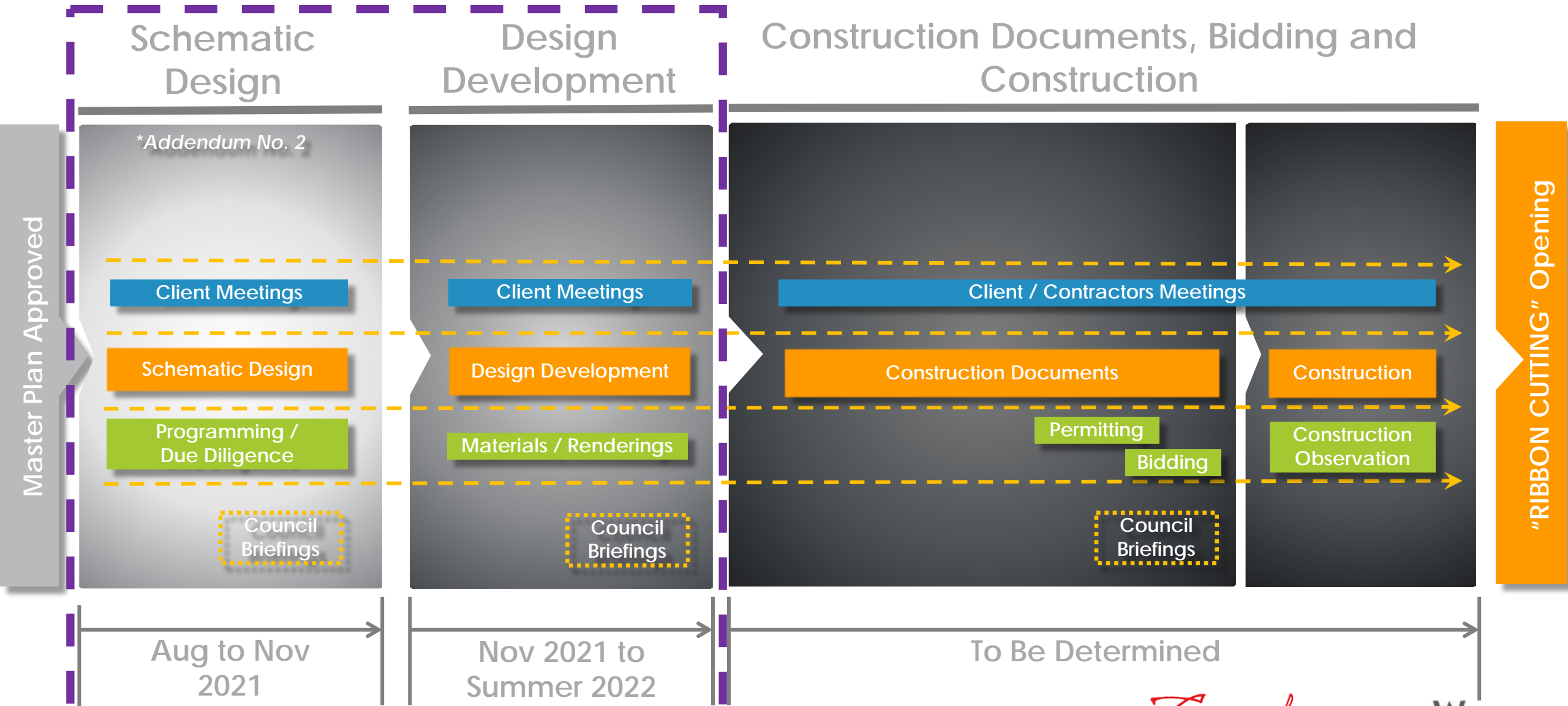




# J.E. "Jim" Ramseur Park Next Steps



# JIM RAMSEUR PARK PLAN DEVELOPMENT PROCESS



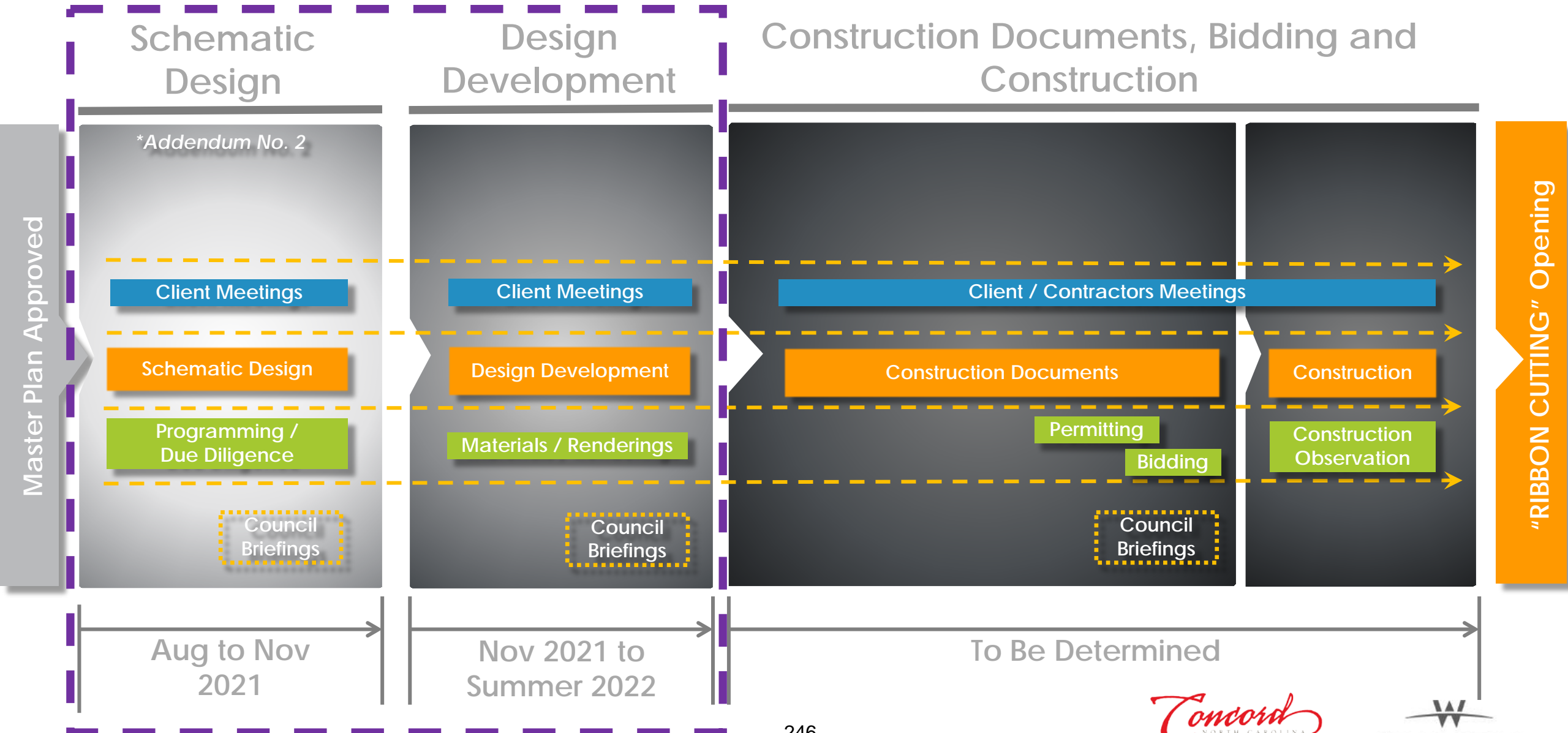


# J.E. "Jim" Ramseur Park





# JIM RAMSEUR PARK PLAN DEVELOPMENT PROCESS



# ADDENDUM

**Addendum No.2**  
**05/04/2021**

This Addendum No. 2 is attached to and made part of the Standard Form of Agreement for Professional Services dated June 16, 2020, (City PO # 129664 dated 7/14/2020), as executed by and between the City of CONCORD and Woolpert North Carolina PLLC. The following modifications are identified and made, and become effective as of \_\_\_\_\_ [Date]:

- Schematic Design and Fee, Attachment A

The parties agree to amend the Standard Form of Agreement for Professional Services dated June 16, 2020, (City PO # 129664 dated 7/14/2020) by way of this Addendum No. 2, as shown above and/or attached hereto. *Except as expressly contained and amended herein, all other terms, agreements and conditions, as contained and set forth in the Contract are hereby affirmed and ratified.*

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

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

CITY OF CONCORD:

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

City Manager

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

Woolpert North Carolina PLLC

By: 

Signature of President/Vice President/Manager/Partner

Printed Name: Andrew R. Pack, PLA, ASLA

Title: Vice President

Date: 5.26.2021

ATTEST BY:

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

ATTEST: 

BY: 

Signature of Vice President, Secretary, or other officer

Printed Name: Flint Holbrook, PE, PH

Title Senior Vice President

APPROVED AS TO FORM:

Attorney for the City of Concord

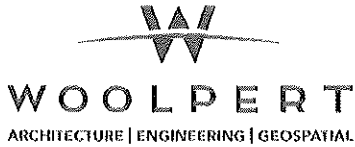
**APPROVAL BY CITY FINANCE OFFICER**

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

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Signature





# Addendum No. 2

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

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

**Date:** May 4, 2021

**Subject:** Northwest Community Park – Design Services (Addendum No 2)

The following scope of work is for the continuation of the PRE-DESIGN due diligence planning and schematic design for the proposed park including a recreation center. The design team will work in conjunction with the proposed Police Station programming and schematic design efforts in Addendum No. 2 with the City.

## I. MISCELLANEOUS PRE-DESIGN DUE DILIGENCE SERVICES

### A. Wetlands - \$ 18,500

#### **Task 1 Waters of the U.S. and Wetlands Delineations**

The services rendered under this task will consist of the field delineation of the boundaries of jurisdictional waters of the U.S., i.e., the on-site streams and wetlands, on the subject property as well as at potential utility tie-in locations off-site. Waters of the U.S. on-site will be marked in the field with numbered plastic surveyor's tape by Woolpert's sub consultant (STV) personnel for subsequent U.S. Army Corps of Engineers (USACE) and N.C. Division of Water Resources (DWR) verification. Woolpert's sub consultant (STV) will record the approximate locations of waters of the U.S., including wetlands, on field maps. STV will also map the locations of waters of the U.S. utilizing a Global Positioning System (GPS) unit capable of sub-foot accuracy.

Woolpert's sub consultant (STV) services under this task will also include an assessment of on-site stream channels to document, using USACE and DWR guidance, the functional status and quality of the jurisdictional stream channel(s) on the project site. This assessment will include observations along selected stream segments, field sampling with a dip net at various stream locations, and the completion of stream assessment forms. The functional assessment, i.e., determining whether a stream would be considered intermittent or perennial, and quality or 'aquatic importance' of a channel will play an integral role in subsequent permitting and/or mitigation requirements.

#### **Task 2 Waters of the U.S. Boundary Verification/Jurisdictional Determination (JD)**

Woolpert's sub consultant (STV) personnel will prepare the necessary documentation to request a site visit by a representative of the Wilmington District USACE and DWR to verify the delineated jurisdictional boundaries of waters

Woolpert North Carolina, PLLC  
11301 Carmel Commons Boulevard, Suite 300  
Charlotte, NC 28226  
704.525.6284

of the U.S., as well as the aquatic importance of any on-site streams. Woolpert's sub consultant (STV) will prepare a Request for Jurisdictional Determination (JD) packet which will include, at a minimum, the Jurisdictional Determination Form, cover letter, all appropriate data forms (including Wetland Determination Data Form; NCSAM; NCWAM, and; NCDWR Stream Identification forms), photographs, and figures/mapping. A file of the unverified wetland/waters GPS-approximated potential jurisdictional boundaries will be prepared for planning purposes. The JD packet will be submitted to the USACE and Woolpert's sub consultant (STV) will coordinate and conduct a field verification site visit with the USACE and DWR. Following the agency review, any changes in the jurisdictional boundaries will be incorporated into the mapping and a final verified jurisdictional boundary map will be completed. Note: consideration should be given to having the verified jurisdictional boundaries surveyed by conventional means/PLS as a precursor to any permit application.

An overlay of the USACE-verified waters of the U.S. boundaries and the anticipated construction limits will provide an accurate depiction of project stream and wetland impacts and allow the determination of an appropriate Section 404/401 permitting strategy. A senior staff member of Woolpert's sub consultant (STV) will attend meetings with the design team to discuss our findings as well as implications on future planning, design, and permitting efforts. The next step would include the Section 404/401 Nationwide Permit (projected fee effort at \$ 17,250.00) would be reviewed.

### **Task 3 Federally-Protected Plant Survey**

The U.S. Fish & Wildlife Service (USFWS) has requested a survey for the possible presence of federally protected plants on the subject property wherever appropriate habitat exists. The overlapping optimal survey window for the protected plants is late August to October (first frost). Woolpert's sub consultant (STV) will conduct the requisite survey in the fall of 2021 and provide a letter report to the USFWS of our findings. The USFWS response to our findings report would then accompany our Section 404 permit application.

### **B. Building Programming - \$ 15,000**

Woolpert will perform a program identification assessment. This assessment will review how well the City aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. Woolpert's team will provide insight into recreation program trends and help the City narrow down its wants and needs. Utilizing the previous community input, the team will review the local demographics, local service providers to help define the local market for any duplication. The team will identify the recommended core programs for the proposed buildings (recreation center and associated park facilities). The team will meet with the City park and recreation staff to further define the program and establish specific spaces and relationships. This will lead to a detailed list of key activities and programs for participants, as well as the potential size of the core program. The end result of the programming effort would include a space needs assessment and a spreadsheet summary of program areas and staffing requirements including a concept bubble diagram floorplan of defined spaces. Another optional scoping item in addition to the programming, would be to include a Financial Plan/Pro-Forma for the building, which is not currently part of the scope of services.

### **C. Building Rendering - \$ 5,000**

The Woolpert team will provide a perspective view rendering of the proposed recreation center for the project. This rendering will be a computer-generated rendering/ graphic and would likely be the front or street view elevation of the proposed building. This rendering will be a conceptual graphic only to help with the overall vision of the proposed facility to the community. This effort will be completed during the schematic design phase/ task.

### **D. Pedestrian Bridge Due Diligence ("No Rise" Feasibility/ Assessment) - \$ 7,500**

Woolpert will gather and review readily available documents related to Clarks Creek, the proposed pedestrian bridge, related flood and drainage studies, and regulatory agency requirements. Data may include the following:

- FEMA FIS and any supporting Hydrologic and Hydraulic models
- Soils mapping
- GIS planimetrics, building footprints, landuse, etc.
- GIS topography
- Any local drainage and watershed studies
- Use of the existing field survey data (prepared under separate addendum)

Woolpert will review the FEMA flood maps/ panels, current HEC-RAS data and review scenarios of the width and projected elevations of a proposed pedestrian bridge/ boardwalk within the existing floodplain using various modeling software. The team will provide recommendation of feasibility of the bridge/ boardwalk and provide a summary of findings and opportunities/ constraints, next steps, etc. If a bridge or boardwalk appears to be feasible, then the team to review necessary scope to prepare and develop a hydraulic model to meet the “no rise”/ “letter of map revision process”, etc. This is currently not in the scope of services.

**E. Utility/Pump Station Feasibility and Assessment - \$ 7,500**

Woolpert will review any existing as-builts or maintenance information the city/county may have on the existing pump station located on the Odell Athletic fields property. The team will then review the feasibility of the use of the existing (or replacement) with the proposed facilities with the new park and prepare an analysis of alternative options and costs associated with incorporating water, sanitary sewer and other utility access to the site.

**F. Geotechnical Sub-surface Investigation - \$ 15,000**

Terracon (as a sub-consultant to Woolpert’s contract with the City) will provide geotechnical subsurface exploration services to evaluate the general soil conditions for the proposed grading operation, park drive, parking lots and several of the recreational center that can be accessed without clearing. Scope includes mobilization of a drill rig, and soil test borings with standard split spoon sampling in locations where the drilling rig can obtain access without difficulty. Laboratory testing on select samples to determine engineering and construction properties of the soils will be performed (moisture content, classification, strength). The memorandum soils report will include a summary of the exploration and laboratory findings and preliminary recommendations for foundations, pavements and site development based on the data obtained. Additional geotechnical services if needed will be summarized and provided within the memorandum.

Borings to vary to depths of 5 to 20 feet below existing grades (or auger refusal, if shallower) and the locations of the soil test borings will be determined and based upon the schematic grading plan. It is anticipated that 15 to 20 borings to be performed. Rock coring is not planned, nor soil investigation for any road widening are included in this scope of services.

The scope/fee is based on the site being accessible to our ATV-mounted drilling equipment and Terracon providing layout of the borings. Services does not include tasks associated with site clearing, wet ground conditions, and tree or shrub clearing. In addition, so disturbance of the existing crop/ grass may occur due to site accessibility and soil conditions. The geotechnical team will keep disturbance to a minimum.

## **II. SCHEMATIC DESIGN DOCUMENTS**

The following describes the next steps in the progression of the design services for the park project from the master planning scope into the schematic design phase. Design Development and construction documents are not included in this addendum but is anticipated to be provided in fore coming addendums/ task orders.



## Task 1 – Start-up Project Meeting, Programming and Schematic Design Services

- A. Start-Up Project Meeting:** Woolpert will assist with a start-up design meeting and potential site reconnaissance with the City's "Project Team/Committee" that will include representatives from the City and others that have an interest in the proposed park/ recreational center project. Woolpert will meet with the team to outline the current design schedule, permitting items, ongoing programming and review probable construction costs for the project. The meeting will cover the following information:
- **Project Issues / Challenges.** The team shall brainstorm potential issues and challenges with the project. In addition, the Team will review the current master plan (as prepared as final) and discuss any potential changes to the layout that may need to be incorporated into the construction documents and permitting.
  - **Discuss design responsibilities for the "Project Team"**
  - **Project Schedule**
  - **Project Construction Budget**
  - **Discuss the ongoing branding, architectural style of the buildings**
  - **Identification of any City standards to be incorporated into the design for the project, i.e., lighting, utility connections, and other site / building elements.**
- B. Schematic Design:** Incorporating the programming, after the start-up, the design team will update (if necessary) the existing layout site plan to continue to explore the desired site programming for the park development. In addition, the design team will prepare one concept for a schematic floor plans for the proposed buildings of the recreation center, restroom buildings and proposed shelters. The team will review and prepare an Opinion of Probable Construction Costs associated with the proposed Schematic Design Plans. The team will assess all associated costs with the project – "turn key" construction, contingencies, permits, other soft costs, etc. At this point, any add alternates (if deemed necessary) will be identified with the City in order to protect the base bid of the project. In the event the add alternates exceed the project budget at any stage of the design process, the team and the City shall review as a scope change to the contract and negotiate any scope/fee adjustments or review reducing the scope of the construction of the project moving forward into the next design stage (i.e. design development, construction documents).
- **Schematic Site Plan and Programming:** Woolpert's design team will coordinate with the programming of the site at the start-up meeting and prepare an updated concept layout for park development. The team will also perform site / zoning due diligence (i.e. fire code, dumpster screening, etc.) for the parcel as necessary for designer signed and sealed documents.
  - **Schematic Grading Plan:** Using the current topography obtained by Woolpert's subconsultant, the team prepare a schematic grading plan to review the proposed grades and cut & fill on the site. It is the intent to prepare a schematic grading plan that balances the earthwork on site. The team will also coordinate the programming of the site and review offsite trail connections and any potential steep slopes or site retaining walls that may pose difficulty during construction for erosion control or encroachment on the existing buffers, stream channels and floodplain/wetlands.
  - **Schematic Building Programming:** Woolpert's project architect / team will lead with a programming exercise (as noted above in pre-design due diligence services) to further outline the programming requirements for the proposed buildings for the project.
  - **Building Rendering:** Typical buildings elevations will be rendered in color. No aerial "birdseye" views of the buildings nor site will be prepared. A building rendering will be prepared for the Recreation Center only as noted above.
- C. Review Meeting(s):** Woolpert has budgeted the following client meetings for this phase of the project:
1. Startup Meeting
  2. Technical Meeting (wetlands / utilities/ pedestrian bridge updates)
  3. Programming Meeting (site)
  4. Programming Meeting (buildings)
  5. Follow-up Program Confirmation Meeting (site/bldgs)
  6. Schematic Design Review Meeting

**Deliverables for Task 1 (PDF's):**

- Start-up meeting minutes
- "Risk / Mitigation" Matrix.
- Design Schedule
- Schematic Design Plans (1 concept)
- Building Rendering
- Opinion of Probable Cost
- Progress Meeting Minutes

### **III. ADDITIONAL SERVICES**

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

1. Providing design development, construction documents, permitting, and construction administration.
2. Conduct any services for staffing / recreation center business plan analysis / proforma.
3. Conducting stakeholder, focus group, community/workshops meetings or presentations.
4. Providing utility capacity studies and current as-built utility verification not already stipulated in the scope of services.
5. Providing environmental investigations not already stipulated in the scope of services.
6. Providing additional rendered drawings or models of the project not already stipulated in the scope of services.
7. Providing surveying services in connection with the project not already stipulated in the scope of services.
8. Providing any geotechnical, environmental engineering services not already stipulated in the scope of services. .
9. Providing any design services or coordination with adjoining property owners or offsite infrastructure (i.e. utilities, roadway).
10. Providing additional drawings / maps for the project not already stipulated in the scope of services.
11. Providing services resulting from significant changes in the extent of the project.
12. Providing any other services not otherwise included in this Addendum / Agreement or not customarily furnished in accordance with generally accepted architectural/engineering/planning practices.
13. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the City in conjunction therewith.
14. Design of Environmental Graphics, Branding or Project Signage beyond what is required for Code Compliance.
15. Any effort associated with Furniture, Fixture and Equipment (FFE) design, selection, bidding etc.
16. Design of telecommunications, data, audio/video, security, public address, and other specialty systems.
17. Design of systems or following special design guidelines, including providing analysis or documentation, required to meet LEED certifications.
18. Major design changes after each design submittal phase has been accepted, or after we have substantially completed our design within a phase. Minor design changes are considered a part of the design process and will be incorporated into the design for no additional fee.

### **IV. TIME FRAME & SCHEDULE**

Woolpert shall perform the services as outlined in this proposal as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved. For the purpose of this Agreement, the following schedule is in force, beginning with the date that Woolpert receives written notice to proceed from the City. In addition, a timeline been determined for each phase of the project for which Woolpert's fees shall be valid without need of re-negotiation due to unforeseen time delays. The following schedule is an anticipated schedule and is subject to change.

This schedule will be further discussed, reviewed and redefined at the startup meeting.

<b>Task</b>	<b>Project Timeline</b>
• Award of Consultant Contract (Notice to Proceed).....	(July 2021) TBD
<b>Project Due Diligence/ Other Misc. Services (2-3 months)</b>	
• Project Start-up Team Meeting .....	(July 2021) TBD
• Waters of the U.S. and Wetlands Delineations/ JD .....	(start July 2021) TBD
• Building Programming .....	(start July 2021) TBD
• Building Rendering (after schematic design is completed) .....	TBD
• Pedestrian Bridge Due Diligence (“No Rise” Feasibility/ Assessment) .....	(start July 2021) TBD
• Utility/Pump Station Feasibility and Assessment .....	(start July 2021) TBD
• Geotechnical Sub-surface Investigation .....	(start August 2021) TBD
<b>Construction Documents -Schematic Design (3-4 months)</b>	
• Site and Architectural Schematic Design Drawings .....	(August – October 2021) TBD
• Project Team Meetings- six (6) .....	TBD
- Review Schematic Design Drawings	
- Evaluate the Probable Cost Estimates	
- Review Project Schedule	

It is anticipated that an Addendum No. 4 will be issued in September 2021 for the next phase of Design Development. This is to begin in November 2021 for a 5 to 6 month effort including Section 404/401 Nationwide Permit process, Traffic Impact Assessment (TIA) and any other pre-design services necessary or needed for the progression of the construction documents for the park.

## V. LUMP SUM SUMMARY

The following is a breakdown of the costs for this addendum:

Waters of the U.S. and Wetlands Delineations / JD / Protected Plant Survey .....	\$18,500.00
Building Programming .....	\$15,000.00
Building Rendering .....	\$ 5,000.00
Pedestrian Bridge Due Diligence (“No Rise” Feasibility/ Assessment) .....	\$7,500.00
Utility/Pump Station Feasibility and Assessment .....	\$7,500.00
Geotechnical Sub-surface Investigation .....	<u>\$15,000.00</u>
Sub Total .....	\$65,500.00
 Schematic Design Documents .....	 <u>\$345,000.00</u>
<b>Total.....</b>	<b>\$ 413,500.00</b>





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	

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

Item	Material no.	Designation	Qty.	Unit of measure	Price (USD) / Unit	Value (USD)
<b>General:</b>						
		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	<b>Transformer Services</b>	1	<b>PU</b>		
		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	<b>Set consisting of following items 30 to 40:</b>				
		<b>ON-LOAD TAP-CHANGER VACUTAP® UTT-LTX: UTT-LTX-1320-15</b>				
		<b>Reactor-type tap-changer Accessories</b>				
		<b>Pcs</b>	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	
		<b>Transformer data:</b>		
		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 <sub>tap</sub> -tap	95.30 V	
		Max. rated through current	1,181.00 A	
		<b>Voltages:</b>		
		Test voltages	according to Technical Data	
30	BRMUT000	<b>ON-LOAD TAP-CHANGER VACUTAP® UTT-LTX: UTT-LTX-1320-15</b>		
	1	<b>Pcs</b>		
40	BRMVAC00	<b>Reactor-type tap-changer Accessories</b>		
	1	<b>Pcs</b>		
		<b>Design:</b>		
		Tap changer design	33 positions / 32 steps	
		Number of positions	33	



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

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

<b>50</b>	<b>D04033</b>	<b>Returnable Storage Tank</b>		
	<b>1</b>	<b>Pcs</b>		
<b>60</b>	<b>1001535400</b>	<b>DRIVE SHAFTS FOR UTT-LTX</b>		
	<b>1</b>	<b>Pcs</b>		
		<b>Drive shafts:</b>		
		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	
<b>70</b>	<b>1001535300</b>	<b>TAPMOTION ED200L FOR UTT-LTX</b>		
	<b>1</b>	<b>Pcs</b>		
<b>80</b>	<b>77421300</b>	<b>MPreC 10psi / 685-SM10NS1A1LM</b>		
	<b>1</b>	<b>Pcs</b>		
		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	
<b>90</b>	<b>74887900</b>	<b>ANSI FEM.CONN.+CABLE_3PIN_300"</b>		
	<b>1</b>	<b>Pcs</b>		
<b>100</b>	<b>SERVICERM</b>	<b>Spare part(s) / Modification:</b>		
	<b>1</b>	<b>MESSKO PRD MOUNTING HARDWARE</b>		
		<b>Pcs</b>		
		<b>General:</b>		
		Corresponding message	300518102	
		Corresponding equipment number	MRC012155	
		Corresponding product	Messko-Products	
		Component assembly, detail	PRD mounting hardware	
<b>110</b>	<b>77012002</b>	<b>MTO-1FOOOA0516G1CALORA059C0200</b>		
	<b>1</b>	<b>Pcs</b>		
		Product	MTO-oil level indicator	
		Article designation	MTO-STF160/1CO/RM	
		Switching capacity	15A/250VAC or 0.25A/220VDC	
		<b>Indicator:</b>		
		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	
		<b>Flange:</b>		
		Special option	not provided	
		mounting flange	RM	
		Type of drive	Radial, straight design	
		Support tube length	59 mm	
		<b>Float:</b>		
		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	
<b>120</b>	<b>74887900</b>	<b>ANSI FEM.CONN.+CABLE_3PIN_300"</b>		
	<b>1</b>	<b>Pcs</b>		
<b>130</b>	<b>77138800</b>	<b>RM- GASKET (OIL GAGE) 50114100</b>		
	<b>1</b>	<b>Pcs</b>		
<b>140</b>	<b>40007400</b>	<b>HEXAGON HEAD SCREW</b>		
	<b>4</b>	<b>Pcs</b>		
<b>150</b>	<b>1012982600</b>	<b>SEALING WASHER TYPE A</b>		
	<b>4</b>	<b>Pcs</b>		
<b>160</b>	<b>1012689900</b>	<b>MTRAB-1SAA4NTLPNNNNN03</b>		
	<b>1</b>	<b>Pcs</b>		
		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 1/2" - 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	
<b>170</b>	<b>77251301</b>	<b>CIRCUIT BREAKER SIEMENS 1 POLE 15 AMP, D</b>		
	<b>1</b>	<b>Pcs</b>		
<b>180</b>	<b>58190501</b>	<b>END CLAMP</b>		
	<b>2</b>	<b>Pcs</b>		
<b>190</b>	<b>77115500</b>	<b>DIN RAIL PERFORATED - NS 35/ 7,5</b>		
	<b>4</b>	<b>"</b>		
<b>200</b>	<b>RMMATERIAL</b>	<b>SERVICE MATERIAL FOR OLTC MR0000000</b>		
	<b>1</b>	<b>Pcs</b>		
		Equipment Description:	Dummy Equipment Service	
		<b>General:</b>		
		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 <b>**ITEMS WITH MATERIAL NUMBER SET, SETRM, SETERSATZ, SERVICERM OR BRMEL CANNOT BE RETURNED**</b>	
			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.	
<b>270</b>	<b>79970000</b>	<b>FLEETSCAN2D</b>		
	<b>1</b>	<b>Pcs</b>		

<b>Item</b>	<b>Material no.</b>	<b>Designation</b>	<b>Price (USD) / Unit</b>	<b>Value (USD)</b>
		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.		

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<b>Item</b>	<b>Material no.</b>	<b>Designation</b>	<b>Qty.</b>	<b>Unit of measure</b>	<b>Price (USD) / Unit</b>	<b>Value (USD)</b>
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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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<b>Item</b>	<b>Material no.</b>	<b>Designation</b>	<b>Qty.</b>	<b>Unit of measure</b>	<b>Price (USD) / Unit</b>	<b>Value (USD)</b>
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2549 North 9th Avenue  
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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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<b>Item</b>	<b>Material no.</b>	<b>Designation</b>	<b>Qty.</b>	<b>Unit of measure</b>	<b>Price (USD) / Unit</b>	<b>Value (USD)</b>
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<b>280</b>	<b>79920000</b>	<b>Beckwith Controller and Installation</b>	<b>1</b>	<b>PU</b>		
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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:

<b>Total of items</b>	<b>159,888.25</b>
<b>Delivery costs</b>	<b>550.43</b>
<b>Final amount</b>	<b>160,438.68</b>

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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.**

---

<b>INCOTERMS:</b>	EXW Humboldt, TN
<b>Terms of payment:</b>	30 days after date of invoice
<b>Terms of delivery:</b>	The delivery and/or service is based on enclosed "REINHAUSEN MANUFACTURING, INC. STANDARD SALES TERMS AND CONDITIONS".
<b>Validity period:</b>	08/08/2021
<b>Price agreement:</b>	The offer with the stipulated prices applies to orders made within the above mentioned validity period and for deliveries until 12/31/2021
<b>Delivery time:</b>	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.

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Concord NC 28026

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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

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# Enclosures

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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.

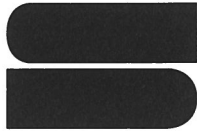
**Auxiliary Equipment and Personnel:** Buyer shall supply all necessary auxiliary equipment (e.g., lifting devices, oil containers, oil pumps, scaffolding, etc.) and personnel. Buyer is also responsible for obtaining auxiliary personnel to drain tap changer oil, handle tap changer oil, vacuum fill tap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



# Southeastern Consulting Engineers, Inc.

July 26, 2021

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

Ref.: Two Power Transformers

Dear Alex:

The City received sealed proposals on July 21, 2021, from five suppliers solicited for providing two power transformers that will be installed in existing substations. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendor submitted the lowest responsive and compliant bid:

### Schedule I & II – Power Transformers

Virginia Transformer Corporation  
220 Glade view Drive, NE  
Roanoke, VA 24012  
Order # G212503A  
Delivery 25-26 Weeks

Schedule	Description	Quantity	Unit Price	Total Price
I	43.8 – 13.2 kV, 20/27 MVA	1	\$706,134.00	\$706,134.00
II	101.25-13.2 kV, 22.4/29.8/37.3 MVA	1	\$806,475.00	\$806,475.00
	Offloading	0	Not Accepted	Not Accepted
	Commissioning	2	\$17,500.00	<u>\$35,000.00</u>
	<b>Total Sch. I &amp; 2</b>			<b>\$1,547,609.00</b>

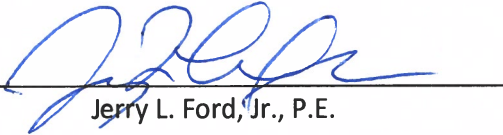
We recommend that the City accept Virginia Transformer's proposal and issue a purchase order in the amount shown above. If you have any questions, please do not hesitate to contact us.



Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By



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

JLF/lc

cc: Scott Chunn  
Andrea Cline

**BID TABULATION**  
Two Power Transformers

City of Concord  
Concord, North Carolina

Date: July 21, 2021  
Time: 1:30 PM, EST

<u>Bidder</u>	<u>Delta Star</u>	<u>Virginia Transformer</u>	<u>WEG</u>	<u>ABB</u>	<u>SPX</u>
<b><u>Schedule I</u></b>					
43.8-13.2KV, 20/27 MVA					
Power Transformer (1)	\$ <u>783,851.00</u>	\$ <u>706,134.00</u>	\$ <u>732,878.00</u>	\$ <u>868,830.00</u>	\$ <u>No Quote</u>
Offloading (1)	<u>18,000.00</u>	<u>18,000.00</u>	<u>10,500.00</u>	<u>27,300.00</u>	
On Site Commissioning (1)	<u>3,285.00</u>	<u>17,500.00</u>	<u>22,145.00</u>	<u>31,000.00</u>	
<b>Total, Schedule I</b>	<b>\$ <u>805,136.00</u></b>	<b>\$ <u>741,634.00</u></b>	<b>\$ <u>765,523.00</u></b>	<b>\$ <u>927,130.00</u></b>	<b>\$ <u>                    </u></b>
Manufacturer	<u>Delta Star</u>	<u>VTC</u>	<u>WEG</u>	<u>ABB</u>	
Delivery	<u>32-36 Weeks</u>	<u>25-26 Weeks</u>	<u>40-42 Weeks</u>	<u>42-46 Weeks</u>	
<b><u>Schedule II</u></b>					
101.25-13.2 KV,					
22.4/29.87/37.33 MVA					
Power Transformer (1)	\$ <u>901,554.00</u>	\$ <u>806,475.00</u>	\$ <u>893,235.00</u>	\$ <u>918,145.00</u>	\$ <u>965,066.00</u>
Offloading (1)	<u>16,800.00</u>	<u>18,000.00</u>	<u>15,500.00</u>	<u>27,300.00</u>	<u>35,262.00</u>
On Site Commissioning (1)	<u>3,285.00</u>	<u>17,500.00</u>	<u>33,135.00</u>	<u>31,000.00</u>	<u>21,800.00</u>
<b>Total, Schedule II</b>	<b>\$ <u>921,639.00</u></b>	<b>\$ <u>841,975.00</u></b>	<b>\$ <u>941,870.00</u></b>	<b>\$ <u>976,445.00</u></b>	<b>\$ <u>1,025,758.00</u></b>
Manufacturer	<u>Delta Star</u>	<u>VTC</u>	<u>WEG</u>	<u>ABB</u>	<u>SPX</u>
Delivery	<u>32-36 Weeks</u>	<u>25-26 Weeks</u>	<u>40-42 Weeks</u>	<u>42-46 Weeks</u>	<u>54-58 Weeks</u>
Applicable Price Terms					



## FINANCE ROUTING SHEET

Date: 7/23/2021

Department: Electric

### Award Information

Awarded To: VTC

Project Number: \_\_\_\_\_

Bid Amount: \$723,634

Bid Number: 2486

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

### Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$723,634

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 7220-5550000

### Comments

Schedule I of formal bid received 7/21/2021 for Sub F transformer replacement transformer.





## FINANCE ROUTING SHEET

Date: 7/23/2021

Department: Electric

### Award Information

Awarded To: VTC

Project Number: \_\_\_\_\_

Bid Amount: \$823,975

Bid Number: 2486

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

### Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$823,975

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 7220-5550000

### Comments

Schedule II of formal bid received 7/21/2021 for spare 100 kV transformer.

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

DATE: July 23, 2021

FORMAL BID: Yes

BID DATE: July 21, 2021

DEPARTMENT: Electric Systems, Sub F  
transformer SCHEDULE I

BIDDERS	AMOUNT	DELIVERY
VTC	\$741,634	25-26 Weeks
WEG	\$765,523	40-42 Weeks
Delta Star	\$805,136	32-36 Weeks
ABB	\$927,130	42-46 Weeks

RECOMMENDATION: VTC


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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) \_\_\_\_\_

DEPARTMENT HEAD: 

DATE: 7/23/2021

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:



DATE: 8/2/2021

COMMENTS: \_\_\_\_\_

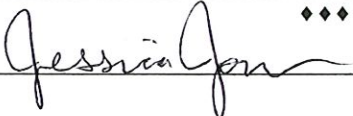
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PURCHASING OFFICIAL: 

DATE: 7/27/21

COMMENTS: \_\_\_\_\_

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FINANCE DIRECTOR: 

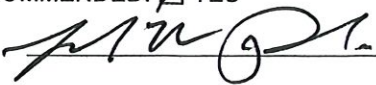
DATE: 8/3/21

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES

DATE: \_\_\_\_\_

CITY MANAGER: 

DATE: 8/3/21

COMMENTS: \_\_\_\_\_

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

DATE: July 23, 2021

FORMAL BID: Yes

BID DATE: July 21, 2021

DEPARTMENT: Electric Systems 100 kV  
Transformer SCHEDULE II

BIDDERS	AMOUNT	DELIVERY
VTC	\$841,975	25-26 Weeks
Delta Star	\$921,639	32-36 Weeks
WEG	\$941,870	40-42 Weeks
ABB	\$976,445	42-46 Weeks
SPX	\$1,025,758	54-58 Weeks

RECOMMENDATION: VTC

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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) \_\_\_\_\_

DEPARTMENT HEAD: 

DATE: 7/23/2021

COMMENTS: \_\_\_\_\_

◆◆◆◆◆


ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:



DATE: 8/2/2021

COMMENTS: \_\_\_\_\_


◆◆◆◆◆

PURCHASING OFFICIAL: 

DATE: 7/26/21

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

FINANCE DIRECTOR: 

DATE: 8/3/21

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES

DATE: \_\_\_\_\_

CITY MANAGER: 

DATE: 8/3/21

COMMENTS: \_\_\_\_\_



**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2105  
SOUTH AND NORTH GRAVEL PARKING LOT PAVING  
JULY 2021  
PROJECT NO.: 2203-2105**

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

---

**Scope of Services:** Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide engineering, design and bidding services for South and North Gravel Parking Lot Paving project at the Concord-Padgett Regional Airport in Concord, North Carolina. The intent of this project is to pave the existing lot and install grassed islands and landscaping to meet City of Concord development standards. The project will include a bituminous asphalt pavement overlay of the existing aggregate, drainage modifications for grassed islands, erosion control devices, perimeter security fence relocation and access control system, and other items to complete the project. Pavement design will be dependent on the subsurface geotechnical investigation. This scope includes design and bidding as depicted in the civil tasks listed in Exhibit 'A'.

**Time Schedule:**

As agreed, upon by both parties.

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

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

**Special Services**

**Task 1 –Geotechnical Investigation**

Geotechnical Investigation will include a maximum of 22 test borings within the proposed construction site. Proposed boring depths will extend to approximately 5. feet Representative samples of soils from the test borings will be retained for visual classification and laboratory testing. Laboratory testing will include but not be limited to Modified Proctor Compaction (ASTM D-1557, Laboratory CBR Tests (ASTM D-1883, Atterberg limits tests ASTM D-431, Grainsize– Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216). Field CBR tests will be performed at all test borings using a Kessler dynamic cone penetrometer. Upon completion of the field and laboratory investigation, vide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data will be provided. The report will include a discussion of conditions found and will include recommendations for design CBR values.

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

Task 2 – Topographic Survey


The topographic survey will cover approximately 6 acres that include the proposed construction site of the south gravel parking lot paving area. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement edge elevations will be surveyed at 25-foot stations at 25 foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 3 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The south gravel lot paving (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$140,442.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$21,050.00**. The total value of this Work Authorization shall not exceed **\$161,492.00** without additional authorization.

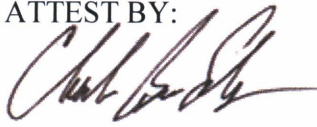
**CITY OF CONCORD:**

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

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

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

ATTEST BY:  
  
\_\_\_\_\_  
City Clerk

ATTEST BY:  
 \_\_\_\_\_  
Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

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



**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Jessica Jones, Director of Finance



EXHIBIT 'A'

SUMMARY OF FEES

**SOUTH AND NORTH GRAVEL PARKING LOT PAVING - (DESIGN/BIDDING)**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2105

July 20, 2021

DESCRIPTION	ESTIMATED COST
<b>BASIC SERVICES</b>	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 12,010.00
DESIGN PHASE (04)	\$ 105,273.00
BIDDING PHASE (05)	\$ 15,991.00
	\$ -
<b>SUBTOTAL</b>	<b>\$ 133,274.00</b>
<b>EXPENSES</b>	\$ 7,168.00
<b>SUBTOTAL</b>	<b>\$ 7,168.00</b>
<b>SPECIAL SERVICES</b>	
SUBCONSULTANTS	\$ 21,050.00
	\$ -
<b>SUBTOTAL</b>	<b>\$ 21,050.00</b>
<b>TOTAL</b>	<b>\$ 161,492.00</b>

## EXHIBIT 'A'

### MANHOOR ESTIMATE

#### SOUTH AND NORTH GRAVEL PARKING LOT PAVING - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2105

July 20, 2021

#### PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	AD5 \$ 80	AD3 \$ 66
Preliminary project review w/Owner	12	0	0	0	0	0	2	0	0	0
Develop project scope/contract/revisions	2	4	4	0	0	0	2	0	1	0
Coordinate with subconsultants	0	6	0	0	0	0	6	0	0	1
Determine project approach	4	4	0	0	0	0	2	0	0	0
Develop preliminary estimate	0	2	0	0	0	0	4	2	0	0
Meetings with Airport (2)	0	8	0	0	0	0	2	0	1	1
<b>MANHOOR TOTAL</b>	<b>18</b>	<b>24</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>2</b>	<b>2</b>	<b>2</b>

#### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	18	\$ 4,500
Project Manager	PM	\$ 205	24	\$ 4,920
Senior Planner	SP	\$ 151	4	\$ 604
Engineer V	E5	\$ 172	-	\$ -
Engineer IV	E4	\$ 139	-	\$ -
Engineer II	E2	\$ 105	-	\$ -
Engineer I	E1	\$ 80	18	\$ 1,440
Technician V	T5	\$ 127	2	\$ 254
Admin. Assistant IV	AD5	\$ 80	2	\$ 160
Admin. Assistant III	AD3	\$ 66	2	\$ 132
	Total		70	
<b><i>SUBTOTAL</i></b>				<b>\$ 12,010.00</b>

#### DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50
Postage	LS	\$ 50	1	\$ 50
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100	1	\$ 100
Mileage (1 Trip @ 60 miles/trip)	MI	\$ 0.56	60	\$ 34
<b><i>SUBTOTAL</i></b>				<b>\$ 234.00</b>

#### SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Ground Surveying	LS	\$ 10,750.00	1	\$ 10,750.00
Geotechnical Investigation	LS	\$ 10,300.00	1	\$ 10,300.00
<b><i>SUBTOTAL</i></b>				<b>\$ 21,050.00</b>

**TOTAL PRELIMINARY COST: \$ 33,294.00**

## EXHIBIT 'A'

### MANHOUR ESTIMATE

#### SOUTH AND NORTH GRAVEL PARKING LOT PAVING - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2105

July 20, 2021

DESIGN PHASE (04)

DESCRIPTION	PRIN	PM	E5	E4	E2	E1	T5	AD5	AD3
	\$ 250	\$ 205	\$ 172	\$ 139	\$ 105	\$ 80	\$ 127	\$ 80	\$ 66
<b>PLANS</b>									
Cover Sheet	0	2	0	0	0	2	0	0	0
Quantities & General Notes	0	2	0	0	4	4	0	0	0
Construction Safety & Phasing Plan	2	6	0	0	8	12	4	0	0
Geometric Plans	0	4	0	0	12	20	12	0	0
Grading and Paving Plans	4	12	0	0	36	60	36	0	0
Marking Plans	0	2	0	0	6	10	6	0	0
Marking Details	0	1	0	0	2	4	2	0	0
Fencing and Access Control Plans	0	2	0	6	12	16	10	0	0
Fencing and Access Control Details	0	2	0	2	6	8	6	0	0
Landscape Plans	2	8	0	20	38	36	36	0	0
Landscape Details	0	2	0	4	12	6	6	0	0
Miscellaneous Details	0	1	0	0	4	10	6	0	0
<b>DESIGN</b>									
Coordination Meetings w/Owner	12	12	0	0	0	0	4	0	2
Sequence of construction	2	6	0	0	4	6	0	0	0
Pavement design	0	1	0	0	4	6	2	0	0
Grading design	2	6	0	0	10	26	20	0	0
Drainage design	1	4	0	0	8	6	4	0	0
Landscape design	2	6	0	12	16	16	8	0	0
FAA 7460 filing	0	1	0	0	1	2	0	0	0
City submittals	0	4	0	0	4	6	0	0	2
Specifications	0	6	0	0	0	12	0	16	0
Quantities and construction estimate	0	2	0	0	6	12	8	0	0
Quality assurance	6	12	0	0	0	0	0	0	0
Revisions	0	2	0	0	6	12	12	0	4
<b>MANHOUR TOTAL</b>	<b>33</b>	<b>106</b>	<b>0</b>	<b>44</b>	<b>199</b>	<b>292</b>	<b>182</b>	<b>16</b>	<b>8</b>

#### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	33	\$ 8,250
Project Manager	PM	\$ 205	106	\$ 21,730
Engineer V	E5	\$ 172	-	\$ -
Engineer IV	E4	\$ 139	44	\$ 6,116
Engineer II	E2	\$ 105	199	\$ 20,895
Engineer I	E1	\$ 80	292	\$ 23,360
Technician V	T5	\$ 127	182	\$ 23,114
Admin. Assistant IV	AD5	\$ 80	16	\$ 1,280
Admin. Assistant III	AD3	\$ 66	8	\$ 528
		Total	880	

*SUBTOTAL* \$ 105,273.00

#### DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
<i>SUBTOTAL</i>				<i>\$ 967.00</i>

**TOTAL DESIGN AIP ELIGIBLE COST:** **\$ 106,240.00**



**EXHIBIT 'A'**

**MANHOUR ESTIMATE**

**SOUTH AND NORTH GRAVEL PARKING LOT PAVING - (DESIGN/BIDDING)**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2105

July 20, 2021

**BIDDING PHASE (05)**

DESCRIPTION	PRIN \$ 250	PM \$ 205	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	AD5 \$ 80	AD3 \$ 66
Coordinate advertisement	0	1	0	0	1	0	0	1	0
Distribute bid documents	0	0	0	0	2	2	0	2	2
Prebid meeting & prep	0	6	0	4	2	0	2	0	0
Bidder question & answers	2	2	0	10	16	8	0	2	2
Prepare addenda	2	4	0	10	16	8	4	2	4
Bid opening, tabulation	0	1	0	2	0	2	0	0	1
Review bids	0	2	0	0	0	4	0	0	0
Recommendation of award	0	1	0	0	1	0	0	0	1
<b>MANHOUR TOTAL</b>	<b>4</b>	<b>17</b>	<b>0</b>	<b>26</b>	<b>38</b>	<b>24</b>	<b>6</b>	<b>7</b>	<b>10</b>

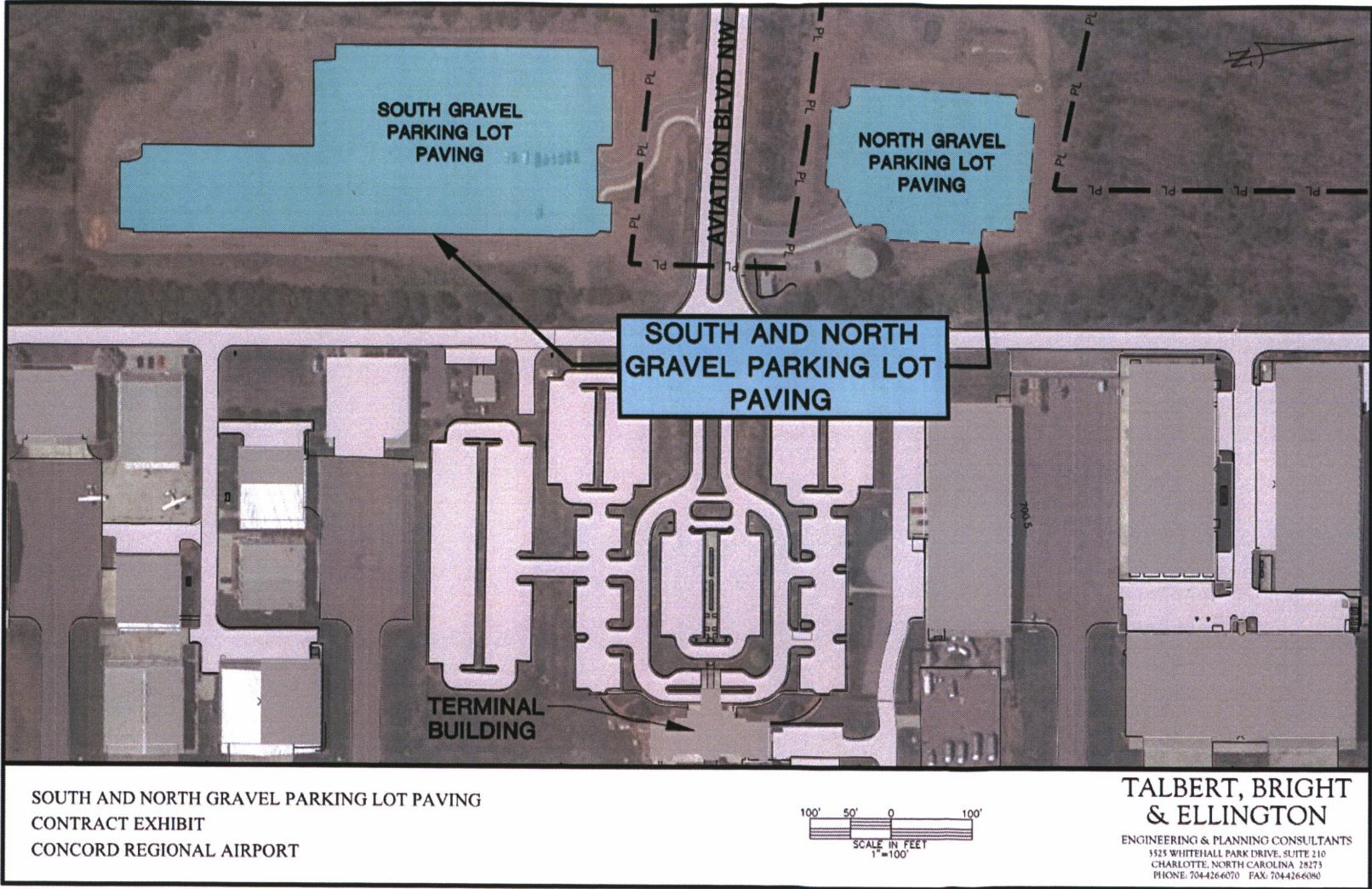
DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	4	\$ 1,000
Project Manager	PM	\$ 205	17	\$ 3,485
Engineer V	E5	\$ 172	0	\$ -
Engineer IV	E4	\$ 139	26	\$ 3,614
Engineer II	E2	\$ 105	38	\$ 3,990
Engineer I	E1	\$ 80	24	\$ 1,920
Technician V	T5	\$ 127	6	\$ 762
Admin. Assistant IV	AD5	\$ 80	7	\$ 560
Admin. Assistant III	AD3	\$ 66	10	\$ 660
	<b>Total</b>		<b>132</b>	
<b>SUBTOTAL</b>				<b>\$ 15,991.00</b>

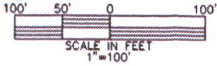
DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 200	1	\$ 200.00
Copying	LS	\$ 1,800	1	\$ 1,800.00
Reproduction	LS	\$ 1,400	1	\$ 1,400.00
Advertisement	LS	\$ 1,800	1	\$ 1,800.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
<b>EXPENSE DESCRIPTION</b>				<b>\$ 5,967.00</b>

**TOTAL BIDDING AIP ELIGIBLE COST: \$ 21,958.00**



SOUTH AND NORTH GRAVEL PARKING LOT PAVING  
 CONTRACT EXHIBIT  
 CONCORD REGIONAL AIRPORT



**TALBERT, BRIGHT  
 & ELLINGTON**  
 ENGINEERING & PLANNING CONSULTANTS  
 3525 WHITEHALL PARK DRIVE, SUITE 210  
 CHARLOTTE, NORTH CAROLINA 28273  
 PHONE: 704-426-6070 FAX: 704-426-6080

EXHIBIT 'A'



CAPITAL 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 project ordinance is hereby ordained:

SECTION 1. The project authorized is the **Long-Term Parking Upgrade**.

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

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4501680	Transfer from Aviation	320,906	482,906	162,000
451-4501680				
<b>Total</b>				<b>162,000</b>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6300-5800449	Long- Term Parking Upgrade	0	162,000	162,000
6300-5800449				
<b>Total</b>				<b>162,000</b>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of August, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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





Bid Tabulation Sheet Summary - General Services Dr 12" WL - City of Concord Project No. 2020-076 Bid No. 2491  
Bids Received July 13, 2021, 10:00 AM

			CONTRACTOR:		State Utility Contractors		Appalachian Sitework Inc.		Carolina Siteworks Inc.	
			ADDRESS:		PO Box 5019 Monroe NC 28111		76 Riley Ridge Waynesville, NC 28785		300 Wade Dr. China Grove, NC 28023	
Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Base Bid</b>										
1	WSACC 01025	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 12,300.00	\$ 12,300.00	\$ 37,945.00	\$ 37,945.00
2	NCDOT 801	Construction Surveying	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,100.00	\$ 5,100.00
3	SP-01	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00	\$ 4,000.00	\$ 4,000.00
4	NCDOT 200	Clearing and Grubbing	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 31,700.00	\$ 31,700.00	\$ 21,200.00	\$ 21,200.00
5	SP-02	Rock Removal	100	CY	\$ 175.00	\$ 17,500.00	\$ 50.00	\$ 5,000.00	\$ 150.00	\$ 15,000.00
6	WSACC 01025	12" Restrained DIP	950	LF	\$ 200.00	\$ 190,000.00	\$ 99.30	\$ 94,335.00	\$ 89.20	\$ 84,740.00
7	WSACC 01025	12" DIP Bends 11-1/4 degree	1	EA	\$ 1,150.00	\$ 1,150.00	\$ 1,041.85	\$ 1,041.85	\$ 850.00	\$ 850.00
8	WSACC 01025	12" DIP Bends 22-1/2 degree	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 1,059.80	\$ 4,239.20	\$ 870.00	\$ 3,480.00
9	WSACC 01025	12" DIP Bends 45 Degree	4	EA	\$ 1,300.00	\$ 5,200.00	\$ 1,101.15	\$ 4,404.60	\$ 900.00	\$ 3,600.00
10	WSACC 01025	6" Restrained DIP	25	LF	\$ 198.00	\$ 4,950.00	\$ 80.60	\$ 2,015.00	\$ 66.00	\$ 1,650.00
11	WSACC 01025	6" DIP Bends 45 Degree	2	EA	\$ 450.00	\$ 900.00	\$ 265.25	\$ 530.50	\$ 462.00	\$ 924.00
12	WSACC 01025	12"x12"x6" DIP Tee	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,695.25	\$ 1,695.25	\$ 940.00	\$ 940.00
13	WSACC 01025	12" Gate Valve with Box	2	EA	\$ 3,400.00	\$ 6,800.00	\$ 3,598.10	\$ 7,196.20	\$ 3,911.00	\$ 7,822.00
14	WSACC 01025	6" Gate Valve with Box	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 1,869.60	\$ 1,869.60	\$ 1,558.00	\$ 1,558.00
15	WSACC 01025	Hydrant Assembly (incl. GV)	1	EA	\$ 6,700.00	\$ 6,700.00	\$ 6,888.50	\$ 6,888.50	\$ 6,591.00	\$ 6,591.00
16	WSACC 01025	2" Commercial Water Service - Bored HDPE (City to Provide Meter Box)	2	EA	\$ 11,500.00	\$ 23,000.00	\$ 6,060.00	\$ 12,120.00	\$ 7,439.00	\$ 14,878.00
17	WSACC 01025	2" Commercial Water Service, incl. relocation of ex. Meter Box and Backflow Preventer	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 8,917.00	\$ 8,917.00	\$ 3,632.00	\$ 3,632.00
18	SP-03	Plumbing Permit and Requirements for Reconnecting Water Services	3	EA	\$ 850.00	\$ 2,550.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00
19	SP-04	12" Connection to Ex. 12" Water Main - Tapping Sleeve & Valve	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 17,133.10	\$ 17,133.10	\$ 11,841.00	\$ 11,841.00
20	SP-04	12" Connection to Ex. 12" Water Main - Transition Fittings	1	EA	\$ 6,700.00	\$ 6,700.00	\$ 5,163.15	\$ 5,163.15	\$ 2,750.00	\$ 2,750.00
21	SP-04	6" Connection to Ex. 6" Water Main - Transition Fittings	1	EA	\$ 5,700.00	\$ 5,700.00	\$ 4,037.85	\$ 4,037.85	\$ 1,162.00	\$ 1,162.00
22	SP-05	Pump Around Operation	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 23,600.00	\$ 23,600.00	\$ 4,735.00	\$ 4,735.00
23	NCDOT 250	Removal of Existing Asphalt Pavement	50	SY	\$ 15.00	\$ 750.00	\$ 7.50	\$ 375.00	\$ 15.00	\$ 750.00
24	NCDOT 520	Aggregate Base Course	300	TN	\$ 30.00	\$ 9,000.00	\$ 25.00	\$ 7,500.00	\$ 38.00	\$ 11,400.00
25	NCDOT 545	Incidental Stone Base	100	TN	\$ 40.00	\$ 4,000.00	\$ 25.00	\$ 2,500.00	\$ 38.00	\$ 3,800.00
26	SP-06	Flowable Fill (Excavatable)	25	CY	\$ 200.00	\$ 5,000.00	\$ 155.00	\$ 3,875.00	\$ 250.00	\$ 6,250.00
27	NCDOT 654	Asphalt Plant Mix, Pavement Repair	20	TN	\$ 375.00	\$ 7,500.00	\$ 185.00	\$ 3,700.00	\$ 350.00	\$ 7,000.00
28	NCDOT 867	Chain Link Fence Reset	40	LF	\$ 55.00	\$ 2,200.00	\$ 35.00	\$ 1,400.00	\$ 45.00	\$ 1,800.00
29	NCDOT 1530	Remove Water Meter	2	EA	\$ 350.00	\$ 700.00	\$ 1,900.00	\$ 3,800.00	\$ 250.00	\$ 500.00
30	NCDOT 1530	Remove Fire Hydrant	1	EA	\$ 500.00	\$ 500.00	\$ 1,900.00	\$ 1,900.00	\$ 250.00	\$ 250.00
31	NCDOT 1605	Temporary Silt Fence	900	LF	\$ 3.00	\$ 2,700.00	\$ 5.06	\$ 4,554.00	\$ 3.75	\$ 3,375.00
32	SP-07	Silt Fence Outlet	6	EA	\$ 325.00	\$ 1,950.00	\$ 215.00	\$ 1,290.00	\$ 250.00	\$ 1,500.00
33	SP-08	Storm Drain Inlet Protection	1	EA	\$ 500.00	\$ 500.00	\$ 69.55	\$ 69.55	\$ 300.00	\$ 300.00
34	SP-09	Coir Fiber Matting	150	SY	\$ 6.00	\$ 900.00	\$ 16.27	\$ 2,440.50	\$ 7.50	\$ 1,125.00
35	NCDOT 1631	Matting for Erosion Control (Biodegradable Netting)	2000	SY	\$ 2.00	\$ 4,000.00	\$ 2.90	\$ 5,800.00	\$ 2.50	\$ 5,000.00
36	NCDOT 1660	Seeding and Mulching	3000	SY	\$ 1.00	\$ 3,000.00	\$ 1.50	\$ 4,500.00	\$ 1.00	\$ 3,000.00
37	SP-10	(3) 2" Schedule 80 PVC Conduits	700	LF	\$ 22.00	\$ 15,400.00	\$ 32.80	\$ 22,960.00	\$ 35.13	\$ 24,591.00
38	SP-10	24"x36"x36" Tier 22 Handhole	3	EA	\$ 3,800.00	\$ 11,400.00	\$ 2,300.00	\$ 6,900.00	\$ 1,500.00	\$ 4,500.00
<b>Estimated Base Cost</b>						\$420,250.00		\$346,500.85		\$310,289.00
<b>10% Contingency</b>						\$42,025.00		\$34,650.09		\$31,028.90
<b>Total Estimated Cost</b>						<b>\$462,275.00</b>		<b>\$381,150.94</b>		<b>\$341,317.90</b>
<b>Bid Security (5%)</b>						Yes		Yes		Yes
<b>Addendum 1 Acknowledged</b>						Yes		Yes		Yes
<b>Irregularities (see highlighted areas on form)</b>						None.		None.		None.

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



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

1. Name of development: N/A
2. Name and address of owner(s)/developer(s): 9722 Dewitt Road  
Cedric O. Harris
3. Owner(s)/developer(s) telephone: 704-699-1550 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: S. Kimrey  
S. Dyer
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:  
Cedric Harris 704-699-1550
8. Telephone number of person to whom comments should be sent: \_\_\_\_\_  
Fax: \_\_\_\_\_  
3219 Penny Earley Lane Kannapolis NC 28083
9. Location of property: 9722 Dewitt Road
10. Cabarrus County P.I.N.#: 46801956520000
11. Current zoning classification: \_\_\_\_\_
12. Total acres: 1.003 Total lots proposed: \_\_\_\_\_
13. Brief Description of development: building new home
14. Proposed Construction Schedule asap
15. Type of Service requested water tap

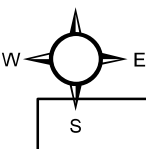
7/27/2021  
Date

Cedric O. Harris  
Signature of Owner/Agent

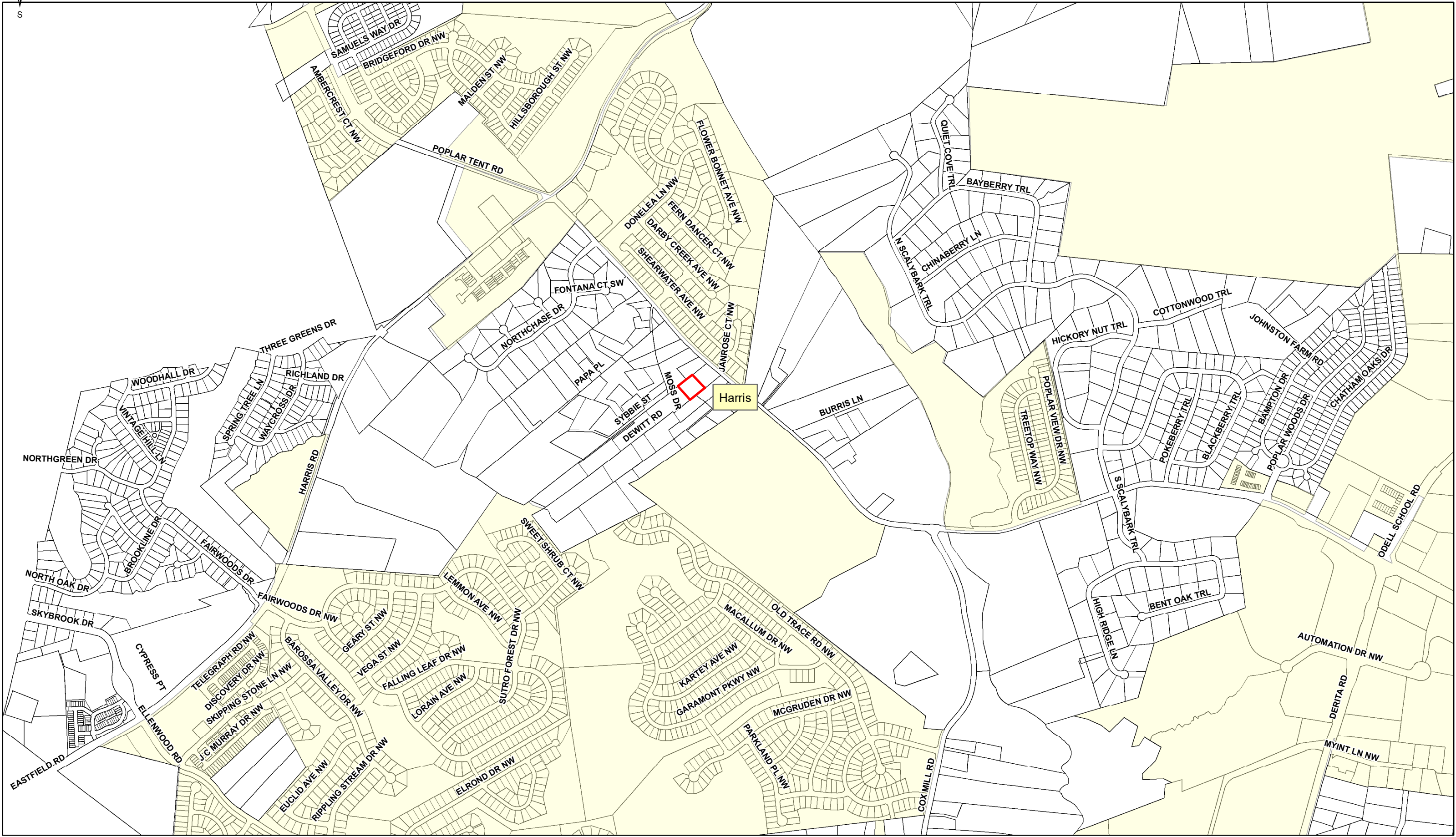
Cedric O. Harris  
Name (printed)

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

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



# Preliminary Application





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: N/A
2. Name and address of owner(s)/developer(s): SANDRA S. DIFFEE  
1041 COX MILL RD. CONCORD, NC 28027
3. Owner(s)/developer(s) telephone: 980-280-5469 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: CLYDE N. BLANTON
5. Surveyor/engineer's telephone: ? Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): N/A
7. Name and address of person to whom comments should be sent: SANDRA S. DIFFEE  
1041 COX MILL RD. CONCORD, NC 28027
8. Telephone number of person to whom comments should be sent: 980-280-5469  
Fax: \_\_\_\_\_
9. Location of property: 1041 COX MILL RD. CONCORD, NC 28027
10. Cabarrus County P.I.N.#: 4680-54-0995-0000
11. Current zoning classification: LDR
12. Total acres: 9.76 Total lots proposed: 1
13. Brief Description of development: SINGLE FAMILY DWELLING
14. Proposed Construction Schedule N/A - existing home
15. Type of Service requested CONNECT TO CITY WATER SUPPLY

6/6/21  
Date

Sandra S. Diffie  
Signature of Owner/Agent

SANDRA S. DIFFEE  
Name (printed)

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

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

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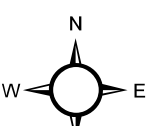
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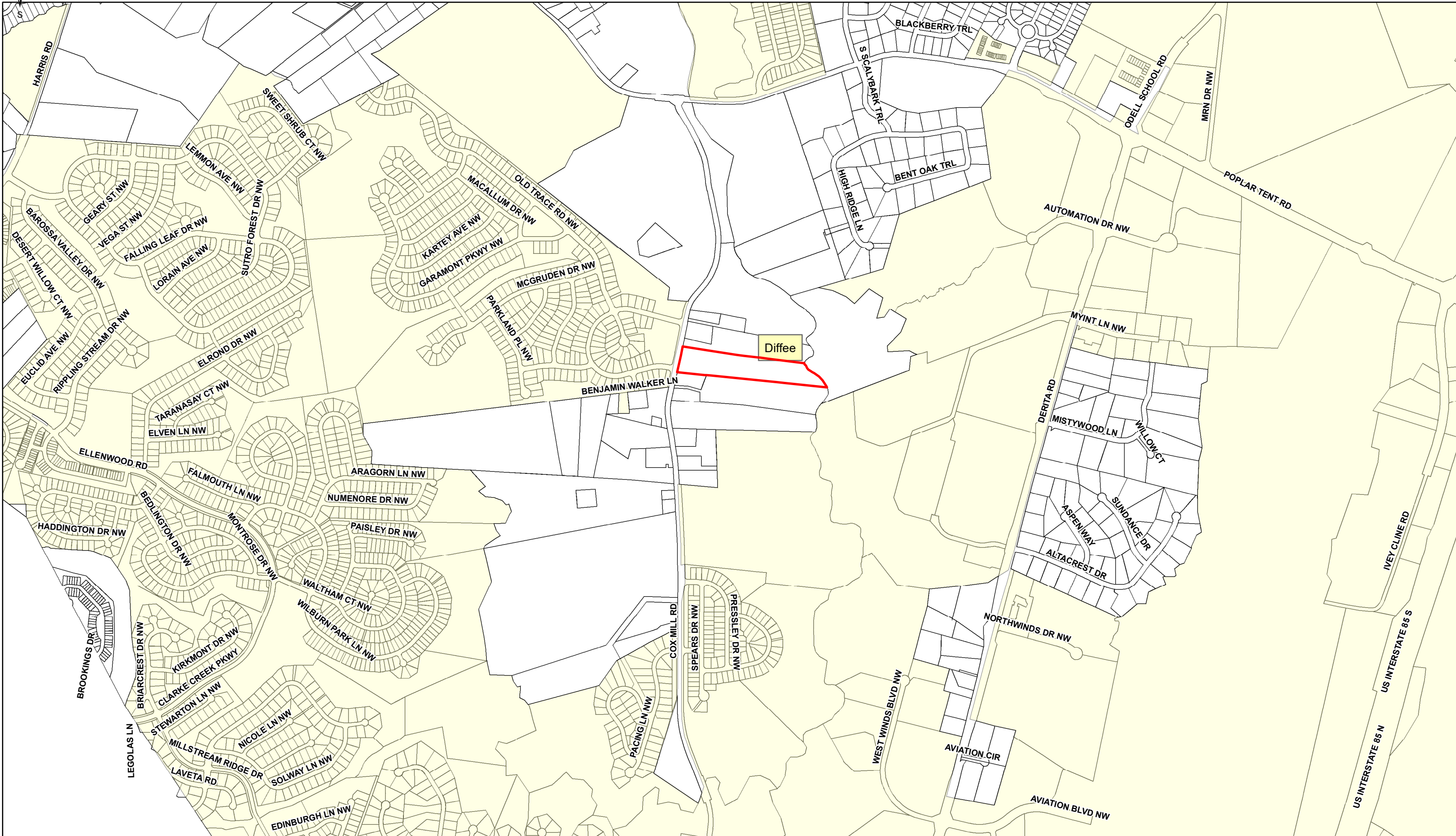
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# Preliminary Application





AN ORDINANCE AMENDING FY 2021-22 APPROVED FEES, RATES AND CHARGES SCHEDULE AS ADOPTED IN THE FY 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10<sup>th</sup> day of June, 2021, adopt a City budget for the fiscal year beginning July 1<sup>st</sup>, 2021 and ending on June 30<sup>th</sup>, 2022, as amended; and

WHEREAS, the City desires to amend the ordinance as it relates to the Schedule of Fees, Rates and Charges;

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 fees, rates and charges are hereby amended as follows:

**Transit System - Concord/Kannapolis Rider**

Credit/Debit Card Processing Fee \$~~1.00~~

**Water Connection Charges**

Volume Charges

Other Volume Charges

Water Usage through Detector Meters on Fire Lines \$5.33 per 1,000 gallons outside rate

**Wastewater Collection System Use Fees**

Volume Charges

Outside City

Flat-Rate Customers ~~\$27.56~~ \$32.78 per month

This Ordinance amendment shall be effective upon adoption.

Adopted this 12th day of August 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

\_\_\_\_\_  
Kim Deason, City Clerk

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

<b><u>Current Payment Standards</u></b>	<b><u>Bedroom(s) Size</u></b>	<b><u>Requested Payment Standard</u></b>
850	1 Bedroom	935
970	2 Bedroom	1,067
1280	3 Bedroom	1408
1650	4 Bedroom	1815
1880	5 Bedroom	2068

ORD. #

AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10<sup>th</sup> day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, 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	9,149,109	9,168,909	19,800
<b>Total</b>				<b>19,800</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4910-5194000	Contract Services	87,081	106,881	19,800
<b>Total</b>				<b>19,800</b>

Reason: To appropriate unspent funds from FY 2021 for the art committee.

Adopted this 12th day of August, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



**CAPITAL PROJECT ORDINANCE  
US601/Flowes Store Improvements**

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

SECTION 1. The project authorized is the US601/Flowes Store Improvements.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
423-4338600				
423-4338600	CMAQ Grant	5,236,043	3,869,321	<u>(1,366,722)</u>
				<b>(1,366,722)</b>

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

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8600-5811257				
8600-5811257	US601/Flowes Store	4,079,873	2,713,151	<u>(1,366,722)</u>
8600-5811240				
8600-5811240	US 29 Bridge 66 & 69	15,553	16,995	<u>1,442</u>
8600-5811073				
8600-5811073	Future Improvements	4,220,402	4,218,960	<u>(1,442)</u>
				<b>(1,366,722)</b>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of August, 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

Range Netting

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 Range Netting.

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 the project:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7550-5811404	Range Netting	\$100,000	\$102,745	\$2,745
7550-5811404				
475-4501650	Transfer Golf Fund	\$0	\$2,745	\$2,745
475-4501650				

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 12th day of August, 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 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10<sup>th</sup> day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, 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	
<b>Total</b>				
 <u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7501-5987000	Transfer to Golf Projects	0	2,745	2,745
7501-5990001	Approp to Ret Earnings	106,132	103,387	(2,745)
<b>Total</b>				<b>0</b>

Reason: To transfer operating funds to the range netting project to cover the additional money needed to complete the project.

Adopted this 12th day of August, 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 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10<sup>th</sup> day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, 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	
<b>Total</b>				
		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4190-5992000	Contingency	443,839	440,839	(3,000)
4110-5470040	Donations	0	3,000	3,000
<b>Total</b>				<b>0</b>

Reason: To fund donation for memorial honoring LTC Parker and authorize use of the contingency funds.

Adopted this 12th day of August, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



# City of Concord Title VI Plan

Adopted May 13, 2021  
Concord City Council  
Updated 7/14/2021

# City of Concord Title VI Plan



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## Introduction

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

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

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

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

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

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

- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English-speaking ability

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

\*\*Any City of Concord co-worker who has experienced discrimination or harassment or has a human rights concern may file a discrimination complaint with the Human Resources Department and follow current harassment procedures as outlined in the Personnel Manual.

## Authorities in Summary

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

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

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

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

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

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

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

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

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

**Executive Order No. 12898:** Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low-income populations. (Environmental justice seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including



racial, ethnic or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal and commercial operations or the execution of federal, state, local and municipal program and policies).

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

## Definitions

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

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

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

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

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

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

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

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

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

## Areas of Practice

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

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

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

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

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

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

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



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

## Staffing and Organization/Implementation

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

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

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

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

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

## Title VI Nondiscrimination Complaint Process

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

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

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

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

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



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

Council Resolution

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

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

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

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

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

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

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

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

Adopted this \_\_th day of \_\_\_\_\_, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

### Title VI Nondiscrimination Policy Statement

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

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

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

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

\_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

\_\_\_\_\_  
Date



## Notice of Nondiscrimination and Accessibility Rights

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

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

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

You may also visit [www.concordnc.gov](http://www.concordnc.gov)

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

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

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

## EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

City of Concord  
Title VI Complaint Form

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



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

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

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

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

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

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

--

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

--

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

--

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

**COMPLAINANT'S SIGNATURE**

**DATE**

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

**FOR OFFICE USE ONLY**

Date Complaint Received: \_\_\_\_\_

Processed by: \_\_\_\_\_

Referred to: \_\_\_\_\_

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

## **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein.

The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
  
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505 0271 Expiration Date: November 30, 2021 2



4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation

of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

## **8.1 HIRING PROCEDURE POLICY**

### **A. Proponent:**

The proponent for the hiring procedure policy is the Director of Human Resources.

### **B. Purpose:**

The purpose of this policy is to provide guidelines for the hiring process.

### **C. Procedure:**

(1) When a position vacancy occurs, a requisition will be created in the City's online recruitment system by the Department and routed for approval to the Department Director and, if applicable, to the Assistant City Manager with final approval from the City Manager. Once all requisition approvals are completed in the system, the job will be posted by Human Resources to the City's website and advertised electronically via job boards and social media sites. Unless otherwise requested by the Department Director, applications will be accepted for a period of ten (10) days. Directors may work with HR to advertise in other locations in addition to the City's website (i.e. professional publications, association websites, etc.) so as to gain broader visibility on the vacancy and ensure that any applications received from outside locations are properly routed into the City's applicant tracking system.

(2) Applications are only accepted for current job vacancies and applications must be submitted online through the City's online employment application portal. An applicant applying for more than one job vacancy must submit a separate application for each open position. Current employees must also apply for all job vacancies online via the City's internal employment application portal.

(3) Human Resources will review each application to determine if the applicant meets the minimum qualifications based on either the minimum education and experience noted in the job posting or based on the equivalency as outlined in the education and experience equivalency matrix. A list of qualified candidates will be provided to the corresponding Department Director and/or designated hiring manager(s) denoting the qualifying status. The Department Director and/or the designated hiring manager(s) will only have access to the qualified candidate list within the City's online recruitment system.

The Department will conduct the employment screenings of the qualified candidates and by using a combination of approved questions from Human Resources and department specific questions, the department will conduct subsequent interviews with the qualified candidates. Human Resources will be available to participate in interviews at the request of the department. Once a candidate for the position has been selected for employment, a Personnel Action Notice (PAN) should be submitted to Human Resources for processing as well as all interview notes and/or documents for every candidate who participated in the interview process for the position.

In instances where the selected candidate for hire meets the minimum qualifications based on equivalency, the Department Director should submit a letter of justification outlining the rationale for the selection along with the PAN.

(4) Once the PAN is received, Human Resources will contact the selected candidate and upon satisfactory completion of the applicable pre-employment screenings, an offer of employment will be made. Please note, only Human Resources can communicate offers of employment. Once the offer is accepted Human Resources will notify the Department Director. Non-selected applicants and non-selected qualified candidates will receive notification via the City's online recruitment system that the position has been filled.

(5) Please note that once a position is filled, applicants must reapply to be considered for future vacancies; however, if specified by state statute or if the same job classification opens within 60 days after it has been filled, the department may go back to the same applicant pool and contact candidates who previously applied.



## **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.

## **Phishing**

Users often receive fraudulent emails/texts referred to as “phishing”. Phishing is a type of social engineering where an attacker sends a fraudulent ("spoofed") message designed to trick a human victim into revealing sensitive information to the attacker or to deploy malicious software on the victim's infrastructure like ransomware. City coworkers receive mandatory training, no less than 4 times a year, regarding fraudulent email messages. City coworkers should not open these messages.

When an employee opens a link or attachment in a phishing message and/or provides sensitive information requested by the message, the user is in violation of the City's Computer Network, Email and Internet Access Policy as stated above. The following steps should be followed to address an employee's violations over a 12-month period, beginning with the first violation.

1. **First failure** – auto generated email about the failure with a link to a short, 1-3 minute required refresher training. A verbal warning will be issued.
2. **Second failure** – auto generated email with a link to a required more in-depth training video (5 minutes) that includes a quiz at the end. At this point the employee should be issued a written warning with a clear understanding that the next violation will result in suspension of one day.
3. **Third failure** – auto generated email is sent that requires the employee to complete a more intensive training; computer may lock and access to the network may be blocked until the training is completed. A third failure will result in suspension of one day and at this point the employee's performance will be evaluated to determine if termination is warranted.

In some cases a coworker may appeal the failed test when the department head feels the phishing message was too difficult to identify. The appeal should be presented to the City Manager for approval.

## **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 July 8, 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 30<sup>th</sup>”
- 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>





# Quarterly Council Report

**UTILITY EXTENSIONS/ADDITIONS PERMITTED**

April 1- June 30, 2021

## SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **April 1- June 30, 2021**, are as follows:

### **WATER:**

*The **City of Concord** initiated water distribution system extensions permitted by the City of Concord's delegated permitting 1,821 linear feet of 2-inch water lines and other appurtenances to replace the existing water mains located on located on Gold St. NW from the intersection of Bay Ave. to Cabarrus Ave., Crowell Drive SW. and Vee Avenue SW, and Crowell Dr. NW and intersection with Cedar Dr. NW to provide services to existing customers, with a zero increase to the existing average domestic and industrial water demand, of treated water from the City of Concord's existing potable water distribution system.*

*The **Developer** initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 6,030 linear feet of 12-inch water main, 22 linear feet of 10-inch water main, 14,581 linear feet of 8-inch water main, 2,275 linear feet of 6-inch water main, 1,399 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve 313 4-bedroom single family units and a clubhouse and swimming pool, 110 3-bedroom single family townhome lots, 3 single family residential homes, a 20,500 sq. ft. gas station, fast food restaurant, and commercial area, a 7,647 sq. ft. restaurant, and a 75,040 sq. ft. commercial self-storage warehouse, with a total domestic and commercial water demand of 199,580 GPD, of treated water from the City of Concord's existing potable water distribution system.*

### **SEWER:**

*The **City of Concord** initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 57.4 linear feet of 12-inch sanitary sewer, 112.73 linear feet of 10-inch sanitary sewer, and manholes and other appurtenances to serve the existing customers and a proposed redevelopment project with 35,291 sq. ft. of commercial space and 138 one-bedroom and 29 two-bedroom apartment units located off/on of Spring St. SW, with a total wastewater discharge of 41,430 GPD.*

*The **Developer** initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 172 linear feet of 18-inch sanitary sewer, 260 linear feet of 15-inch sanitary sewer, 8,104 linear feet of 12-inch sanitary sewer, 16,251 linear feet of 8-inch sanitary sewer with manholes and other appurtenances to serve 313 4-bedroom single family units and a clubhouse and swimming pool 20,500 sq. ft. gas station, fast food restaurant, and commercial area, a 4,630 sq. ft. service garage and oil change, 75,040 sq. ft. commercial self-storage warehouse, Hendrick Commercial Truck Center and Hendrick Storage Building with a total domestic and commercial wastewater discharge of 160,684 GPD.*

*\*Attributes associated with the reissued permits, including the asset linear footage, water demand, and wastewater flow totals are excluded in the quantities for the Modified permits noted as "Renewal" and, "Correction".*

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of April to the 30th of June, 2021**:*

**Water Distribution System Extensions:  
April 1- June 30, 2021**

Date Issued:	April 19, 2021
Project Title:	<b>Gold St. NW-Howerton Ave. 2” Waterline Replacement</b>
Project #	2020-050
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) <a href="mailto:bacht@concordnc.gov">bacht@concordnc.gov</a>
Description:	Construction of approximately 1,019 linear feet of 2-inch water lines with 5 in-line valves and other appurtenances to replace the existing water main located on Gold St. NW from the intersection of Bay Ave. to Cabarrus Ave. with zero increase to the existing average domestic water demand.

Date Issued:	April 19, 2021
Project Title:	<b>Crowell Drive-Vee Ave 2” Waterline Replacement</b>
Project #	2020-056
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) <a href="mailto:bacht@concordnc.gov">bacht@concordnc.gov</a>
Description:	Construction of approximately 526 linear feet of 2-inch water lines with 2 in-line valves and other appurtenances to replace the existing water main located off of Crowell Drive SW. and Vee Avenue SW. with zero increase to the existing average domestic and industrial water demand.

Date Issued:	April 19, 2021
Project Title:	<b>Crowell Dr. NW-Cedar Dr. NW 2” Waterline Replacement</b>
Project #	2020-057
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) <a href="mailto:bacht@concordnc.gov">bacht@concordnc.gov</a>
Description:	Construction of approximately 276 linear feet of 2-inch water lines with 1 in-line valve and other appurtenances, to replace the existing water main located on Crowell Dr. NW and intersection with Cedar Dr. NW, with zero increase to the existing average domestic water demand.



Date Issued:	April 29, 2021
Project Title:	<b>Kensley East Subdivision</b>
Project #	2021-023
Developer:	Niblock Homes, LLC William T. Niblock, Member 759 Concord Parkway N, Suite 20 Concord, NC 28027 P) 704-788-4818 E) <a href="mailto:wniblock@niblockhomes.com">wniblock@niblockhomes.com</a>
Description:	Construction of approximately 384 linear feet of 8-inch water lines with 1 in-line valves, 246 linear feet of 2-inch water lines with 1 in-line valves, 2 hydrants, and other appurtenances to provide potable water to 13 single family 4-bedroom residents located off/on of Eva Drive between Lucky Drive and Red Bud Place with an average domestic water demand of 5,200 GPD.

Date Issued:	May 10, 2021
Project Title:	<b>Odell Corners Phase 1-Commerical &amp; Roadway Improvements</b>
Project #	2018-013A
Developer:	Odell 73 Investments, LLC Justin Mueller, Manager 51 Union Street South, Suite 100 Concord, NC 28025 P) 704-578-5688 Email) <a href="mailto:justin@sdgcarolinas.com">justin@sdgcarolinas.com</a>
Description:	Construction of approximately 1,843 linear feet of 12-inch water lines with 5 in-line valves, 344 linear feet of 8-inch water lines with 3 in-line valves, 52 linear feet of 6-inch water lines with 1 in-line valve, 4 hydrants, and other appurtenances to provide potable water to serve a 20,500 sq. ft. gas station, fast food restaurant, and commercial area located off of Odell School Road and Davidson Hwy (Hwy 73), with a commercial water demand of 7,650 GPD.

Date Issued:	May 10, 2021
Project Title:	<b>Odell Corners Phase 2-Residential Townhomes</b>
Project #	2018-013B
Developer:	Odell 73 Investments, LLC Justin Mueller, Manager 51 Union Street South, Suite 100 Concord, NC 28025 P) 704-578-5688 Email) <a href="mailto:justin@sdgcarolinas.com">justin@sdgcarolinas.com</a>
Description:	Construction of approximately 15 linear feet of 8-inch water lines with 1 in-line valve, master meter vault, and other appurtenances to provide potable water to serve 110 3-bedroom single family townhome lots located off of Odell School Road, with an average domestic water demand of 44,000 GPD.

Date Issued:	May 10, 2021
Project Title:	<b>BJ's Restaurant &amp; Brewhouse</b>
Project #	2020-014
Developer:	Mall at Concord Mills Limited Partnership, A Delaware Limited Partnership Attn: Mark Lingelbach, Agent 225 West Washington Street Indianapolis, IN 46204 P) 317-263-7992 Email) <a href="mailto:MLingelbach@simon.com">MLingelbach@simon.com</a>
Description:	Construction of approximately 12 linear feet of 6-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to a 7,647 sq. ft. Restaurant located on Concord Mills Blvd. with an average commercial water demand of 12,200 GPD.

Date Issued:	May 10, 2021
Project Title:	<b>Sycamore at Christenbury Commons Apartments- Phase 1 Mod 1- Correction *</b>
Project #	2020-062
Developer:	Sycamore at Christenbury, LLC Christopher McGrath, Senior Executive VP 255 South 17th Street, 20th Floor Philadelphia, PA 19103 P) 215-772-1100 Email) <a href="mailto:christopher@switzenbaum.com">christopher@switzenbaum.com</a>
Description:	Construction of approximately 412 linear feet of 8-inch water lines with 5 in-line valves, 64 linear feet of 6-inch water lines with 2 in-line valves, 1 hydrant, and other appurtenances to provide potable water to 275 Multi-family apartment units, an amenity center with a 100 sq. ft. fitness center, office, and pool located off of Cox Mill Rd. and Christenbury Prkwy, with an average domestic and commercial water demand of 115,856 GPD.

Date Issued:	May 14, 2021
Project Title:	<b>Kasen Bluff Subdivision Mod 1-Renewal-Change of Ownership *</b>
Project #	2002-036
Developer:	Daryl Suther, Owner 2200 Old Salisbury Rd. Concord, NC 28025 P) 704-786-5197 E) <a href="mailto:hanknumb@gorsw.com">hanknumb@gorsw.com</a>
Description:	Construction of approximately 415 linear feet of 8-inch water lines with 1 in-line valve, 287 linear feet of 2-inch water lines, 1 hydrant, and other appurtenances to serve 11 single family 3-bedroom lots, located off Honeycutt Drive, with an average domestic water demand of 4,400 GPD.

Date Issued:	June 4, 2021
Project Title:	<b>38 Meadowview Ave. SW Waterline Extension</b>
Project #	2021-017
Developer:	Gary W. Laton, LLC Gary W. Laton, Managing Member PO Box 1129 Concord, NC 28026 P) 704-791-6692 E) <a href="mailto:garywlatonllc@gmail.com">garywlatonllc@gmail.com</a>
Description:	Construction of approximately 122 linear feet of 2-inch water lines and other appurtenances to provide potable water to 3 single family residential homes located off of Meadowview Ave. with an average domestic water demand of 1,200 GPD.

Date Issued:	June 23, 2021
Project Title:	<b>Highway 29 Mini-Storage</b>
Project #	2019-058
Developer:	Mini Storage Depot on Concord Pkwy, LLC Lance A. Swank, Manager 3900 Edison Lakes Parkway, Suite 201 Mishawaka, IN 46545 P) 574-247-3215 Email) <a href="mailto:cpatterson@thesterlinggrp.com">cpatterson@thesterlinggrp.com</a>
Description:	Construction of approximately 228 linear feet of 8-inch water lines with 2 in-line valves, 1 hydrant, and other appurtenances to provide potable water to serve a 75,040 sq. ft. commercial self-storage warehouse located off/on of Concord Parkway, with a commercial water demand of 150 GPD.

Date Issued:	June 29, 2021
Project Title:	<b>Annsborough Park Subdivision</b>
Project #	2019-048
Developer:	M/I Homes of Charlotte, LLC Cody Simoneaux, VP of Land Development 5350 77 Center Drive, Suite 100 Charlotte, NC 28217 P)704-597-4538 E) <a href="mailto:csimoneaux@mihomes.com">csimoneaux@mihomes.com</a>
Description:	Construction of approximately 4,146 linear feet of 12-inch water lines with 7 in-line valves, 22 linear feet of 10-inch water lines, 13,610 linear feet of 8-inch water lines with 26 in-line valves, 2,211 linear feet of 6-inch water lines with 8 in-line valves, 1,031 linear feet of 2-inch water lines with 4 in-line valves, 38 hydrants, and other appurtenances to provide potable water to serve 300 4-bedroom single family units and a clubhouse and swimming pool located off/on of Odell School road with an average domestic water demand of 128,430 GPD.



Date Issued:	June 29, 2021
Project Title:	<b>Oaklawn Townhome Subdivision Mod 1- <del>Renewal- Change of Ownership</del> *</b>
Project #	2020-012
Developer:	Oaklawn Project I, LLC Mark Brady, Member 10100 Innovation Drive, Suite 410 Dayton, OH 45342 P) 937-291-1223 Email) <a href="mailto:patrick.quinn@ddcmgmt.com">patrick.quinn@ddcmgmt.com</a>
Description:	Construction of approximately 3,787 linear feet of 8-inch water lines with 16 in-line valves, 395 linear feet of 2-inch water lines with 2 in-line valves, 6 hydrants, and other appurtenances to provide potable water to 189 single family Townhome lots located off of Harris Road with an average domestic water demand of 75,600 GPD.

Date Issued:	June 30, 2021
Project Title:	<b>Sign Industrial</b>
Project #	2020-092
Developer:	DOSA, LLC Donald Newton, Sr., Managing Member 77 McCachern Blvd. SE, Ste. 1 Concord, NC 28025 P) 704-792-1900 Email) <a href="mailto:premiersr77@gmail.com">premiersr77@gmail.com</a>
Description:	Construction of approximately 41 linear feet of 12-inch water lines with 1 in-line valves, and other appurtenances to serve 12,500 sq. ft. flex office space for 30 employees located off of Sign Drive NW with an average industrial water demand of 750 GPD.

**Wastewater Distribution System Extensions:  
April- June 30, 2021**

Date Issued:	April 28, 2021
Project Title:	<b>30 Market Street Sewer Relocation</b>
Project #	2018-058
Developer:	City of Concord- Water Resources Attn: Thomas A. Bach, Engineering Manager PO Box 308 Concord, NC 28026 P) 704-920-5344 Email) <a href="mailto:bacht@concordnc.gov">bacht@concordnc.gov</a>
Description:	Construction of approximately 57.40 linear feet of 12-inch sanitary sewer, 112.73 linear feet of 10-inch sanitary sewer with 1 manhole and other appurtenances to serve the existing customers and a proposed redevelopment project with 35,291 sq. ft. of commercial space and 138 one-bedroom and 29 two-bedroom apartment units located off/on of Spring St. SW, with a total wastewater discharge of 41,430 GPD.

Date Issued:	April 29, 2021
Project Title:	<b>Kensley East Subdivision</b>
Project #	2021-023
Developer:	Niblock Homes, LLC William T. Niblock, Member 759 Concord Parkway N, Suite 20 Concord, NC 28027 P) 704-788-4818 E) <a href="mailto:wniblock@niblockhomes.com">wniblock@niblockhomes.com</a>
Description:	Construction of approximately 963.55 linear feet of 8-inch sanitary sewer with 7 manholes and other appurtenances to serve 13 single family 4-bedroom residents located off/on of Eva Drive between Lucky Drive and Red Bud Place, with a domestic wastewater discharge of 6,240 GPD.

Date Issued:	May 10, 2021
Project Title:	<b>Odell Corners Phase 1-Commerical</b>
Project #	2018-013A
Developer:	Odell 73 Investments, LLC Justin Mueller, Manager 51 Union Street South, Suite 100 Concord, NC 28025 P) 704-578-5688 Email) <a href="mailto:justin@sdgcarolinas.com">justin@sdgcarolinas.com</a>
Description:	Constructed wastewater collection system and other appurtenances that will serve a 20,500 sq. ft. gas station, fast food restaurant, and commercial area located off of Odell School Road and Davidson Hwy (Hwy 73), with a commercial wastewater discharge of 7,650 GPD.

Date Issued:	May 10, 2021
Project Title:	<b>Sycamore at Christenbury Commons Apartments- Phase 1 Mod 1- Correction *</b>
Project #	2020-062
Developer:	Sycamore at Christenbury, LLC Christopher McGrath, Senior Executive VP 255 South 17th Street, 20th Floor Philadelphia, PA 19103 P) 215-772-1100 Email) <a href="mailto:christopher@switzenbaum.com">christopher@switzenbaum.com</a>
Description:	Construction of approximately 94 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve 275 Multi-family apartment units, an amenity center with a 100 sq. ft. fitness center, office, and pool located off of Cox Mill Rd. and Christenbury Prkwy, with a zero increase in the domestic wastewater flow. <i>The domestic wastewater discharge of 67,285 GPD will be allocated in the NCDEQ private sewer permit- Revised flow from the previously approved domestic and commercial wastewater discharge of 105,685 GPD</i>

Date Issued:	May 14, 2021
Project Title:	<b>Kasen Bluff Subdivision Mod 1-Renewal *</b>
Project #	2002-036
Developer:	Daryl Suther, Owner 2200 Old Salisbury Rd. Concord, NC 28025 P) 704-786-5197 E) <a href="mailto:hanknumb@gorsw.com">hanknumb@gorsw.com</a>
Description:	Construction of approximately 514.49 linear feet of 8-inch sanitary sewer with 4 manholes and other appurtenances to serve 11 single family 3-bedroom home lots located off of Honeycutt Drive, with a domestic wastewater discharge of 3,960 GPD.

Date Issued:	May 28, 2021
Project Title:	<b>Express Oil-Concord Mod 1- Additional Flow</b>
Project #	2020-082
Developer:	Express Oil Change, LLC R. Kent Fezell, Executive VP of Development 1880 Southpark Drive Birmingham, AL 35244 P) 205-943-5770 E) <a href="mailto:KFezell@expressoil.com">KFezell@expressoil.com</a>
Description:	Previously constructed wastewater collection system extension consisting of additional sewer flow only to serve a 4,630 sq. ft. Service garage and oil change located off of George W. Liles Parkway, with an additional wastewater discharge of 424 GPD. <i>This is additional flow to the previously allocated flow of 3,600 GPD approved under 7-Eleven Coddle Market 2019-055.</i>



Date Issued:	June 23, 2021
Project Title:	<b>Highway 29 Mini-Storage</b>
Project #	2019-058
Developer:	Mini Storage Depot on Concord Pkwy, LLC Lance A. Swank, Manager 3900 Edison Lakes Parkway, Suite 201 Mishawaka, IN 46545 P) 574-247-3215 Email) <a href="mailto:cpatterson@thesterlinggrp.com">cpatterson@thesterlinggrp.com</a>
Description:	Construction of approximately 337.27 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve a 75,040 sq. ft. commercial self-storage warehouse located off/on of Concord Parkway, with a commercial wastewater discharge of 150 GPD.

Date Issued:	June 23, 2021
Project Title:	<b>Hendrick Storage Building-Auto Plaza Mod 1- Revised Summary</b>
Project #	2020-088
Developer:	HSREI, LLC Scott Ennis, Vice President 6000 Monroe Road Charlotte, NC, 28212 P) 704-567-3635 Email) <a href="mailto:james.woodruff@hendrickauto.com">james.woodruff@hendrickauto.com</a>
Description:	Consisting of abandonment of approximately 81.66 linear feet of 8-inch public sewer main and the existing manhole and one manhole addition to serve the Hendrick Commercial Truck Center and Hendrick Storage Building located off/on of Hendrick Auto Plaza NW, with zero additional flow. <i>The additional commercial wastewater flow of 3,300 gpd for the Hendrick Commercial Truck Center and Hendrick Storage Building will be allocated in the NCDEQ private sewer permit.</i>

Date Issued:	June 29, 2021
Project Title:	<b>Annsborough Park Subdivision</b>
Project #	2019-048
Developer:	M/I Homes of Charlotte, LLC Cody Simoneaux, VP of Land Development 5350 77 Center Drive, Suite 100 Charlotte, NC 28217 P)704-597-4538 E) <a href="mailto:csimoneaux@mihomes.com">csimoneaux@mihomes.com</a>
Description:	Construction of approximately 172 linear feet of 18-inch sanitary sewer with 1 manhole, 260 linear feet of 15-inch sanitary sewer with 1 manhole, 8,104 linear feet of 12-inch sanitary sewer with 36 manholes, 14,995 linear feet of 8-inch sanitary sewer with 100 manholes and other appurtenances to serve 300 4-bedroom single family units and a clubhouse and swimming pool located off/on of Odell School road, with a domestic wastewater discharge of 145,470 GPD.

Date Issued:	June 29, 2021
Project Title:	<b>Oaklawn Townhome Subdivision Mod 1- Renewal- Change of Ownership *</b>
Project #	2020-012
Developer:	Oaklawn Project I, LLC Mark Brady, Member 10100 Innovation Drive, Suite 410 Dayton, OH 45342 P) 937-291-1223 Email) <a href="mailto:patrick.quinn@ddcmgmt.com">patrick.quinn@ddcmgmt.com</a>
Description:	Construction of approximately 4,294 linear feet of 8-inch sanitary sewer with 24 manholes and other appurtenances to serve 189 single family 3-bedroom townhomes located off of Harris Road, with a domestic wastewater discharge of 68,040 GPD.

Date Issued:	June 30, 2021
Project Title:	<b>Sign Industrial</b>
Project #	2020-092
Developer:	DOSA, LLC Donald Newton, Sr., Managing Member 77 McCachern Blvd. SE, Ste. 1 Concord, NC 28025 P) 704-792-1900 Email) <a href="mailto:premiersr77@gmail.com">premiersr77@gmail.com</a>
Description:	Construction of approximately 36.64 linear feet of 8-inch sanitary sewer with 1 manhole and other appurtenances to serve 12,500 sq. ft. flex office space for 30 employees located off of Sign Drive NW, with an industrial wastewater discharge of 750 GPD.

**Tax Report for Fiscal Year 2020-2021**

**FINAL REPORT**

**June**

**Property Tax Receipts- Munis**

2020 BUDGET YEAR	159,756.74
2019	44,034.38
2018	4,533.20
2017	642.58
2016	175.20
2015	350.07
2014	225.71
2013	249.11
2012	277.92
2011	267.54
Prior Years	980.50
Interest	17,736.21
Refunds	
	<hr/>
	229,229.16

**Vehicle Tax Receipts- County**

2020 BUDGET YEAR	484,720.89
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	150.49
Penalty & Interest	4,587.03
Refunds	
	<hr/>
	489,458.41

**Fire District Tax - County**

2019 BUDGET YEAR	1,387.52
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	720,075.09

423:Vehicle Tag Fee-Transportation Impr Fund	37,461.70
100:Vehicle Tag Fee	152,086.60
292:Vehicle Tag Fee-Transportation Fund	37,461.70
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	227,010.00

Privilege License	125.63
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<hr/>
	125.63

Oakwood Cemetery current	1,150.00
Oakwood Cemetery endowment	0
Rutherford Cemetery current	4,208.35
Rutherford Cemetery endowment	1,566.65
West Concord Cemetery current	1,674.96
West Concord Cemetery endowment	1,600.04
<b>Total Cemetery Collections</b>	<hr/>
	10,200.00

<b>Total Collections</b>	<hr/>
	\$ 957,410.72



<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	12,604.23
Discovery Penalty	2,904.33
<b>Total Amount Invoiced - Monthly</b>	<u>15,508.56</u>
<b>Total Amount Invoiced - YTD</b>	63,359,412.06

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	350.28
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>350.28</u>

<b>Adjusted Amount Invoiced - monthly</b>	15,158.28
<b>Adjusted Amount Invoiced - YTD</b>	62,964,864.97

Current Levy Collected	159,756.74
Levy Collected from previous years	51,736.21
Penalties & Interest Collected	17,736.21
Current Month Write Off - Debit/Credit	
<b>Total Monthly Collected</b>	<u>229,229.16</u>
<b>Total Collected - YTD</b>	63,549,276.10

**Total Collected - net current levy -YTD** 62,893,269.14

Percentage of Collected -current levy 99.89%

Amount Uncollected - current year levy 71,595.83

Percentage of Uncollected - current levy 0.11%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of Jun 2021**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>350.28</b>
CONCORD DOWNTOWN	\$	-

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>124.41</b>
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	110,967	110,967	0.0048	532.64	280.00	
2017	0	108,145	108,145	0.0048	519.10	225.52	
2018	0	310,362	310,362	0.0048	1,489.74	567.54	
2019	0	641,589	641,589	0.0048	3,079.63	897.94	
2020	462,384	992,435	1,454,819	0.0048	6,983.13	933.33	
2021	0	0	0	0.0048	0.00	0.00	
<b>Total</b>	<b>462,384</b>	<b>2,163,498</b>	<b>2,625,882</b>		<b>\$ 12,604.23</b>	<b>\$ 2,904.33</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	

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 6/30/2021

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP BANCO SANTADER 0 11/19/2021	05970RYK5	5,000,000.00	4,997,723.61	11/19/2021	0.110	1.33	N/A	99.954472	142
CP BCI MIAMI 0 9/20/2021	05990CWL4	5,000,000.00	4,993,611.10	9/20/2021	0.230	1.33	N/A	99.872222	82
CP CHESHAM 0 11/23/2021	16536HYPO	5,000,000.00	4,996,125.00	11/23/2021	0.150	1.33	N/A	99.9225	146
CP CHESHAM 0 7/29/2021	16536HUV1	5,000,000.00	4,994,972.20	7/29/2021	0.200	1.33	N/A	99.899444	29
CP COLLAT V CO LLC 0 12/22/2021	19424HZN3	5,000,000.00	4,996,966.67	12/22/2021	0.120	1.33	N/A	99.939333	175
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.33	N/A	99.873444	268
CP CREDIT SUISSE 0 9/14/2021	2254EAW9	5,000,000.00	4,997,666.67	9/14/2021	0.140	1.33	N/A	99.953333	76
CP ING US FUNDING 0 2/14/2022	4497W1BE5	5,000,000.00	4,994,022.22	2/14/2022	0.160	1.33	N/A	99.880444	229
CP JP MORGAN 0 10/18/2021	46640PXJ7	5,000,000.00	4,994,900.00	10/18/2021	0.170	1.33	N/A	99.898	110
CP MACQUARIE BANK 0 8/17/2021	55607KVH6	5,000,000.00	4,995,525.00	8/17/2021	0.180	1.33	N/A	99.9105	48
CP NATIXIS NY 0 11/1/2021	63873JY12	5,000,000.00	4,995,038.90	11/1/2021	0.190	1.33	N/A	99.900778	124
CP SALVATION ARMY 0 10/14/2021	79584RXE3	5,000,000.00	4,993,875.00	10/14/2021	0.180	1.33	N/A	99.8775	106
CP TOYOTA MC0 7/23/2021	89233GUP9	5,000,000.00	4,998,181.94	7/23/2021	0.110	1.33	N/A	99.963639	23
CP TOYOTA MOTOR CREDIT 0 8/9/2021	89233GV94	5,000,000.00	4,993,648.61	8/9/2021	0.170	1.33	N/A	99.872972	40
Sub Total / Average Commercial Paper		70,000,000.00	69,935,929.14		0.163	18.65		99.90848	114
<b>FFCB Bond</b>									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.33	N/A	99.94	687
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.33	N/A	100	814
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	8/19/2022	0.200	1.33	N/A	100	415
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	7/21/2022	0.245	1.33	N/A	99.95	386
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.33	N/A	99.957	933
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.33	N/A	99.8	975
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.33	N/A	100	883
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.33	N/A	100	771
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.33	N/A	100	1,168
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.33	N/A	100	1,552
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.33	N/A	100	1,812
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.33	N/A	100	1,391
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.33	N/A	99.725	2,766
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.33	N/A	100	2,445
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.33	N/A	100	2,458
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.32	N/A	99.2	2,815
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.33	N/A	100	2,099
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	9/27/2022	1.700	1.33	N/A	100	454
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	9/27/2024	1.890	1.33	N/A	100	1,185
Sub Total / Average FFCB Bond		95,000,000.00	94,928,600.00		0.793	25.31		99.925188	1,368
<b>FHLB Bond</b>									
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.33	N/A	99.85	827
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.33	N/A	100	880
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.33	N/A	100	954
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.33	N/A	100	821



FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.33	N/A	100	1,059	
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.33	N/A	100	1,059	
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.33	N/A	100	1,073	
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.33	N/A	99.98	1,476	
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.33	N/A	100	1,034	
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.33	N/A	100	1,154	
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.33	N/A	99.98	1,573	
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.33	N/A	99.9	1,693	
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.33	N/A	100	1,714	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.33	N/A	99.725	2,239	
FHLB 1.02 3/30/2026-21	3130ALSX3	5,000,000.00	5,000,000.00	3/30/2026	1.020	1.33	N/A	100	1,734	
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	7/22/2024	1.770	1.33	N/A	100	1,118	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.33	N/A	100	3,046	
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	958	
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.33	N/A	100	1,674	
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.765	1.33	N/A	100	1,644	
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.33	N/A	100	1,764	
Sub Total / Average FHLB Bond		100,520,000.00	100,526,412.30		0.731	26.81		100.008731	1,424	
FHLMC Bond										
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.86	N/A	99.986726	726	
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	7/28/2022	0.250	1.33	N/A	100	393	
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.57	N/A	100.039854	800	
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.33	N/A	100	897	
FHLMC 0.3 9/28/2023-21	3134GWTL0	5,000,000.00	5,003,190.00	9/28/2023	0.273	1.33	N/A	100.0638	820	
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	659	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.33	N/A	100	1,840	
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	719	
Sub Total / Average FHLMC Bond		27,855,000.00	27,952,868.14		0.365	7.45		100.375392	915	
FNMA Bond										
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.99	N/A	100.076557	880	
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.33	N/A	100	912	
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.33	N/A	100	849	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.33	N/A	100	778	
FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	7/20/2023	0.400	1.33	N/A	100	750	
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	7/7/2023	0.420	1.33	N/A	100	737	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.33	N/A	100	1,154	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.33	N/A	100	1,511	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.33	N/A	100	1,517	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.33	N/A	100	1,475	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.33	N/A	100	1,947	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.33	N/A	100	2,318	
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	9/6/2022	1.568	0.08	N/A	99.499	433	
FNMA 1.875 4/5/2022	3135G0T45	1,545,000.00	1,535,169.39	4/5/2022	2.098	0.41	N/A	99.368699	279	
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/5/2022	1.511	1.03	N/A	101.379763	462	
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	4/12/2022	1.871	0.26	N/A	101.014	286	
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	568	
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.42	N/A	106.058	950	
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.34	N/A	107.99	804	
Sub Total / Average FNMA Bond		69,805,000.00	70,107,250.05		0.607	18.69		100.454415	1,130	
Local Government Investment Pool										
NCCMT LGIP	NCCMT599	50,958.60	50,958.60	N/A	0.010	0.01	N/A	100	1	
NCCMT LGIP	NCCMT481	1,217,278.47	1,217,278.47	N/A	0.010	0.32	N/A	100	1	

NCCMT LGIP	NCCMT271	102,821.07	102,821.07	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		1,371,058.14	1,371,058.14		0.010	0.37		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,194,111.24	10,194,111.24	N/A	0.150	2.72	N/A	100	1
Sub Total / Average Money Market		10,194,111.24	10,194,111.24		0.150	2.72		100	1
Total / Average		374,745,169.38	375,016,229.01		0.572	100		100.079267	1,029