



City Council Agenda

Thursday, December 09, 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

October 26, November 9, and November 10, 2021.

IV. Organization and Procedure of City Council

- A. Oath of Office administered to City Council Members
- B. Establishment of time and place for Council's regular meetings and work sessions
- C. Election of Mayor Pro-Tem for CY2022

V. Presentations

- 1. **Presentation to retiring Council Member Ella Mae P. Small.**
- 2. **Presentation of the 2021 Collection System of the Year Award to the City of Concord Water Resources Department. (Work Session)** The mission of the North Carolina Collection System of the Year Award is to identify and recognize the municipality that protects the public health and the natural beauty of the environment through pro-active practices of management, operations and maintenance beyond what is required of its NCDEQ collection system permit. Recipients of the award will have demonstrated that they perform quality collection system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their collection system in good working condition to minimize health hazards and property damage that occur due to sanitary sewer over flows during both wet weather and dry weather conditions. The award will honor the collection system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater collection system facilities.
- 3. **Recognition of City co-workers that assisted with street closures and maintenance before and after the holiday events held November 19th and 20th.**

VI. Unfinished Business

VII. New Business

A. Informational Items

- 1. **Presentation by Concord Youth Council President, Shriya Manchikatla.** The President of Concord Youth Council will provide an update to Council on the upcoming year and review this semester's accomplishments.
- 2. **Presentation of the Independent Auditor's report on the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2021.** G.S. 159-34 requires each unit of local government or public authority to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local government accounts. The auditor shall be selected by and report directly to the governing board. As a minimum, the required report shall include the financial statements as prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to the financial statements. A copy of the report was previously

distributed to you by the City Manager and the report is also available on the City's website.

- 3. Receive a CONNECT Beyond Project presentation (Work Session).** Project leaders for CONNECT Beyond will present highlights of the recently complete 12 county regional long range transit plan.

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

- 1. Conduct a public hearing and consider adopting an ordinance annexing +/- 74.019 acres located at 4862 Stough Rd. owned by H H Morrison Investments, LLC.** The request is for voluntary annexation of +/- 74.019 acres located at 4862 Stough Road in order to develop the property as a light industrial moving and storage facility. The property is zoned LI (Limited Industrial) in Cabarrus County and, if annexed, the petitioner intends to pursue a zoning classification of I-1 (Light Industrial). I-1 is the most compatible zoning in the City of Concord to the existing LI zoning in the County.

Recommendation: Conduct a public hearing and consider a motion to adopt the annexation ordinance and set the effective date for December 9th, 2021.

E. Presentations of Petitions and Requests

- 1. Consider adopting resolution of intent to schedule a public hearing on the matter of closing the right-of-way of an unopened portion of Lucky Dr.** The proposal includes the abandonment of the right-of-way for a portion of Lucky Drive that runs through the Red Hill Subdivision planned by Niblock Homes. Niblock Homes, LLC owns the land on both sides of the right of way to be abandoned. The General Statutes require that the City 1) post signs in two (2) places along the right-of-way, 2) send copies of the approved resolution of intent to all neighboring owners after adoption, and 3) advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirement would allow the hearing to be conducted at the January 13, 2022 meeting.

Recommendation: Motion to adopt a resolution of intent to set a public hearing for January 13, 2022.

- 2. Consider adopting an annexation agreement with the City of Midland.** NC General Statute 160A-59.23 specifies that two or municipalities can enter into annexation agreements in order to designate agreed-upon areas for consideration of future annexations. The Statutes allow for these agreements to be valid for a period of up to twenty (20) years. Concord has annexation agreements in effect with Charlotte, Huntersville, and all jurisdictions in Cabarrus County with the exception of Locust and Midland. Given the geographic proximity with Midland, it is advisable to enter into such an agreement. Staff has worked closely with Midland to craft an agreement that is consistent with boundaries reflected in the Central Area Plan. The agreement is similar to the agreements that the City has approved previously. Most notable points include: 1. The agreement is proposed to be valid for the maximum permissible period of twenty (20) years; 2. If either City wishes to annex across the "dividing line", the annexing City must notify the other at least 60 days prior to the hearing; 3. The noticed party may waive their right to annex such property after approval of City Council, and the waiver must be in writing; and 4. No notice is required if annexations are proposed on either City's respective side of the "dividing line". The agreement has been reviewed by Legal and Midland proposes to approve the agreement at their December 14th Council meeting. A map illustrating the boundary line is included in the materials.

Recommendation: Motion to adopt an annexation agreement with the City of Midland pursuant to GS 160A-59.23.

- 3. Consider authorizing the City Manager to negotiate and execute a contract with Sealand Contractors in the amount of \$11,464,038.74 to construct the Union Streetscape Improvements Project and adopt attached budget amendments for**

the total project funding. The 2016 Downtown Master Plan identified the completion of a new Union Streetscape as a catalytic project for downtown Concord. In June 2019, City Staff held a Streetscape Demonstration Project to gather public input and in October 2019, City Council approved the Conceptual Option #1 to extend the existing sidewalks to a full 22 ft. Following the RFQ process, the City awarded McGill Associates the Engineering Contract to complete Construction Documents for the project in March 2020. The project went out to bid in July 2021 with bids due in August and was rebid in September. The low bid was received from Sealand Contractors at \$12.54M. Following extensive efforts by Engineering, the bid was value engineered and reduced to \$11.46M including a \$1M contingency. This brings the total project cost, including funds already spent, to \$13,373,571.18.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Sealand Contractors in the amount of \$11,464,038.74 to construct the Union Streetscape Improvements Project and adopt a budget amendment for the total project funding.

- 4. Consider authorizing the City Manager to negotiate and execute a contract with Todd Bressi, as the Concord Public Art Master Plan consultant, in the amount of \$60,000.** The City of Concord Public Art Committee recommends nominee firm, Todd Bressi, Public Art Planning Consultant and his partners, Amina Cooper and Maya Curtis, for approval by City Council, to conduct and lead the City in a Public Art Master Planning process and to craft a resulting Master Plan. Contract would begin in December, 2021 with intended termination date of October 30, 2022.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Todd Bressi, as the Concord Public Art Master Plan consultant, in the amount of \$60,000.

- 5. Consider approving the Master Plan and Conceptual Design for the existing 21.45 acre Hartsell Park located at 60 Hartsell School Road, 65 Sunderland Road, and 30 Swink Street.** The Parks and Recreation Department will present a master plan and conceptual drawing for the 21.45-acre property, which includes Hartsell Recreation Center, Hartsell Ballfield Complex, and Hartsell Park. The park currently consists of the Hartsell Recreation Center, one large and two smaller baseball diamonds, pickleball courts, one outdoor basketball court, one reservable shelter with a playground, restroom, volleyball and open space areas, and three (3) separated parking areas off of Swink Street/Hartsell School Road, Old Charlotte Road, and Sunderland Road. The recreation center was recently updated in 2016, and a new playground installed in 2019, but the park has aged facilities and lacks pedestrian accessibility between the new elements. Parks and Recreation is seeking to create a new vision for the park, which first and foremost connects all park elements to each other, prioritizes renovations and new amenities and features, and considers appropriate phasing for park development over the next 5 to 10 years. City staff secured public input online, and received over 200 participants, 2,184 responses, and 117 comments. Staff will share the results of the public input, and recommended strategies and phasing for the park development.

Recommendation: Motion to approve and adopt the Master Plan and Conceptual Design for the existing 21.45 acre Hartsell Park.

- 6. Consider approving the acquisition of three properties along Three-mile Branch and Branchview Drive (PIN's 5621-75-3779, 5621-76-1858, 5621-67-9186) from Samuel Franklin Davis for future development of McEachern Greenway.** The parcels under consideration for acquisition (PIN's 5621-75-3779, 5621-76-1858, 5621-67-9186) would be developed as part of an extension to the McEachern Greenway, a critical linkage between the existing greenway, the David Phillips Activity Center, and Atrium Health. A new survey and appraisal have been completed for all three parcels. The total cost for acquisition of the 3.454 acres, including due diligence, is \$64,215.

Recommendation: Motion to approve the acquisition of three properties along Three-mile Branch and Branchview Drive (PIN's 5621-75-3779, 5621-76-1858, 5621-67-9186) from Samuel Franklin Davis for future development of McEachern Greenway for a total of \$64,215, which includes due diligence, and to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for approved property purchases.

7. **Consider approving the acquisition of 5 parcels (PIN's 5620-73-5202-0000, 5620-73-6142-0000, 5620-73-5069-0000, 5620,73-3239-0000, and 5620-72-4958-0000 - total of 2.443 acres) located near Caldwell Park and Melrose Drive SW along Irish Buffalo Creek, Caldwell Park and Melrose Drive in the amount of \$47,250 from Gerald Batts heirs, Dante Rogers, and Sherrie Rogers.** The 5 parcels under consideration for acquisition total 2.443 acres and would be developed as part of the Irish Buffalo Creek Greenway and the neighborhood connection from Melrose Drive to the greenway and Caldwell Park. The property is located adjacent to Caldwell Park and will assist the need for a pedestrian bridge to get to the west side of Irish Buffalo Creek for the greenway to continue upstream with less impact to citizens and personal property. The Irish Buffalo Creek greenway corridor is a key priority and a main spine for the Carolina Thread Trail (CTT). Once staff is able to get complete site control for this section of the greenway it could add approximately 1.49 miles of greenway trails.

Recommendation: Motion to approve the acquisition of 5 parcels (PIN's 5620-73-5202-0000, 5620-73-6142-0000, 5620-73-5069-0000, 5620,73-3239-0000, and 5620-72-4958-0000 - total of 2.443 acres) located near Caldwell Park and Melrose Drive SW along Irish Buffalo Creek, Caldwell Park and Melrose Drive in the amount of \$47,250 from Gerald Batts heirs, Dante Rogers, and Sherrie Rogers and to adopt budget ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for approved property purchases, including due diligence, for a total of \$57,225.

8. **Consider authorizing the Parks and Recreation Department to submit an application for Federal Congestion, Mitigation and Air Quality (CMAQ) Funding for Phase 1 of the Clarke Creek Greenway, the first phase of the Cox Mill Loop.** Clarke Creek Greenway provides significant connectivity benefits for residents in Highland Creek, Winding Walk, Allen Mills and Christenbury neighborhoods to the future Jim Ramseur Park, Cox Mill Elementary School, and Cox Mill High School. This project will include the bridge connection, as well as about 1 to 1.5 miles of new greenway trail. It is a high priority identified in the adopted City of Concord Open Space Connectivity Analysis. Funding has been identified in the City CIP process for design of the greenway in FY22, and CMAQ projects typically require at least a 20% local match for construction. \$1,515,158 is available this year according to the Cabarrus-Rowan MPO, which is the maximum amount of funding the City can apply for. The required match would be \$303,032, which has been identified as part of the FY23 CIP process. The application is to NCDOT and will go through the Cabarrus-Rowan MPO. The Congestion Mitigation and Air Quality Program began with the passage of the Clean Air Act Amendments by the US Congress in 1990. These amendments require measures to reduce vehicle emissions in non-attainment areas, which are urban environments that do not meet those emission standards, including the Charlotte-Mecklenburg Metropolitan Region. Bicycle and Pedestrian Projects are eligible for CMAQ funding if they directly reduce the number of vehicular trips to a destination and divert said trips to non-motorized modes. The application will provide calculations for reductions in Carbon Monoxide (CO), particulate matter, Nitrogen Oxide (NOx), and Volatile Organic Compounds (VOC).

Recommendation: Motion to authorize the Parks and Recreation Department to submit an application for Federal Congestion, Mitigation and Air Quality (CMAQ)

Funding for Phase 1 of the Clarke Creek Greenway to NCDOT through the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO).

9. **Consider authorizing the City Manager to negotiate and execute a contract with Ike's Construction, Inc for the construction of a pedestrian path between Swink St. SW and the Bill Stafford Picnic Shelter to provide connectivity between Hartsell Recreation Center Complex and Hartsell Park.** The project involves the construction of Hartsell Recreation Center Connector, a 1,456' long x 10' wide pedestrian path, that will connect the Swink St SW baseball fields and the Bill Stafford Picnic Shelter within the Recreation Center Complex. The project was bid under the informal bidding process. Bids were taken on November 22, 2021. Two (2) bids were received and Ike's Construction, Inc was the low bid in the amount of \$243,487.20. The original project consisted of connectivity between the Hartsell Ballfields and Hartsell Park. Working with Transportation on connectivity, the connection to Swink St. SW was added as a part of the connectivity plan and master plan process. The original budget was \$80,000; the additional funding source for the difference between the budget and actual project cost will come from reallocation of funds from the P&R Connectivity Plan of \$164,488.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Ike's Construction, Inc. in the amount of \$243,487.20 for the Hartsell Recreation Center connector, and to adopt a Park & Recreation Project amendment to allocate additional funds in the amount of \$164,488 from the P&R Connectivity Plan.

10. **Consider approving the updated Concord and Kannapolis Rider Transit Joint Interlocal Agreement.** The joint interlocal agreement between Concord and Kannapolis for the operation and administration of Rider Transit was last updated in 2008. The proposed changes in this update include: 1) wording and reference updates to reflect current titles, practices, and duties; 2) removed term limits from CKTC member positions; 3) clarified what constitutes a quorum and who can vote; 4) incorporated CCX cost sharing into this document; and 5) removed the Community Advisory Committee until a future date when the merger of Rider Transit and CCTS is completed. This update to the Concord and Kannapolis Rider Transit Joint Interlocal Agreement was approved by the Concord Kannapolis Transit Commission at their October 13, 2021 meeting.

Recommendation: Motion to City Council to approve this updated Rider Transit Interlocal Agreement.

11. **Consider authorizing the City Manager to sign a contract with Gillig LLC utilizing the Piedmont Authority for Regional Transportation (PART) consortium contract for the purchase of one (1) new 35' heavy duty hybrid electric diesel replacement bus for the Rider system and approve a project ordinance amendment.** Concord is a member of the PART consortium bus procurement contract that was established in 2020 for heavy duty 35' and 40' diesel and hybrid diesel electric buses. Rider Transit is seeking to purchase one (1) heavy-duty 35' hybrid bus using this contract to replace one of our existing buses that has met its FTA designated useful life. In August, Rider Transit was awarded a Surface Transportation Block Grant from the Cabarrus Rowan MPO specifically for the purpose securing this replacement bus, which has a current cost of \$767,849. Those funds (\$602,000) will cover 78.40% of the cost of this vehicle. The remaining 21.60% (\$165,849) will be split 50/50 between Concord and Kannapolis (\$82,924.50 each).

Recommendation: Motion to authorize the City Manager to sign a contract with Gillig LLC utilizing with a not to exceed maximum cost of \$767,849 and approve a project ordinance amendment.

12. **Consider authorizing the City Manager to negotiate an addendum to the contract with MetCon Inc. for design build services for the Electric Operations Center and approval of Capital Project Ordinances.** Metcon Inc. is currently under contract for

pre-construction services and site grading as related to the design and construction of the new Electric Operations Center. Building plans were developed and submitted to the City for review and were granted approval for permitting. Metcon staff developed bid specifications and accepted bids for all materials and sub-contractor efforts needed to complete construction of the building. Metcon compiled all the costs and formulated a guaranteed maximum price (GMP) of \$20,714,966 for completion of the Operations Center. The GMP will cover all materials and labor necessary to complete the structure. Anticipated completion is set for December 2022. Funding for completion of the building will come from existing project fund balance and requested Capital Project Ordinance transfer from capital reserve funds in the amount of \$10,140,814.

Recommendation: Motion to authorize the City Manager to negotiate and execute a GMP addendum to the contract with MetCon Inc. for building construction in the amount of \$20,714,966 and for approval of Capital Project Ordinances in the amount of \$10,140,814.

- 13. Consider authorizing the execution of the Interlocal Wastewater Capacity Allocation Agreement.** This interlocal agreement establishes the policy for wastewater allocation from WSACC to the four (4) municipalities. Cabarrus County is also a party to the agreement. The agreement has been approved by the WSACC Board as well as the County and the other three (3) municipalities.

Recommendation: Motion to authorize the execution of the Interlocal Wastewater Capacity Allocation Agreement.

- 14. Consider adopting the Sewer Allocation Policy.** This policy will set forth the sewer allocation process for development moving forward.

Recommendation: Motion to adopt the Sewer Allocation Policy.

- 15. Consider authorizing the City Manager to enter into an agreement with the Town of Midland for sewer allocation to the Rocky River Regional Wastewater Treatment Plant.** The City has entered into an interlocal agreement with the Water and Sewer Authority of Cabarrus County (WSACC) concerning wastewater capacity allocation to the Rocky River Regional Wastewater Treatment Plant (RRRWTP). The Town of Midland is not a member jurisdiction of WSACC since it does not own or operate the wastewater collection system. There is an area within Midland's jurisdiction that drains to the RRRWTP, therefore, it is necessary to enter into an agreement to allocate capacity to Midland.

Recommendation: Motion to authorize the City Manager to enter into an agreement with the Town of Midland for sewer allocation to the Rocky River Regional Wastewater Treatment Plant.

- 16. Consider a Preliminary Application from Hugh Morrison.** In accordance with City Code Chapter 62, Hugh Morrison has submitted a preliminary application to receive water service outside the City limits. The property is located at 4862 Stough Road and total area is approximately 74 acres. The applicant proposes to develop with a trailer storage operation. The current zoning is county industrial (LI). A septic system is proposed for use since sewer will be over 200 feet from the proposed development.

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

- 17. Consider appointing or reappointing two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2022.** The Centralina Regional Council Board of Delegates is comprised of elected officials from the counties and municipalities throughout the region. Each member government should appoint an elected official to serve on the Board of Delegates. It is suggested that each member government also appoint at least one other elected official to serve as an Alternate to attend Board of Delegates meetings in the Delegate's absence. Currently, Council Member Langford serves as the appointed member and Council Member Sweat serves as the alternate.

Recommendation: Motion to appoint two members (1 board member and 1 alternate) or reappoint the current members to serve on the Centralina Regional Council Board of Delegates for CY 2022.

- 18. Consider making appointments or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).** Each year, the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives and alternates. Currently, Council Member McKenzie serves as the appointed member to the TAC and Mayor Pro-Tem Crawford serves as the alternate. Transportation Director, Phillip Graham, serves as the appointed member to the TCC and Assistant City Manager, LeDerick Blackburn, serves as the alternate.

Recommendation: Motion to make appointments or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).

- 19. Consider making an appointment to the Concord/Kannapolis Transit Commission.** Currently, two Council Members are appointed to the Commission. Council Member Small is retiring, thus creating a vacancy. An appointment of a City Council Member should be made to fill the unexpired term of Council Member Small which ends 12/31/23.

Recommendation: Motion to make an appointment to the Concord/Kannapolis Transit Commission.

- 20. Consider making an appointment to the Public Art Advisory Committee.** Currently, two Council Members are appointed to the Committee. Council Member Small is retiring, thus creating a vacancy. An appointment of a City Council Member should be made to fill the vacancy.

Recommendation: Motion to make an appointment to the Public Art Advisory Committee.

VIII. Consent Agenda

- A. Consider authorizing the Police Department to apply for the FY2022 North Carolina Governor's Crime Commission Justice Assistance Grant.** The Concord Police Department is requesting to apply for the North Carolina Governor's Crime Commission FY 2022 Justice Assistance Grant. This grant is funded through the US Department of Justice Office of Justice Programs, Bureau of Justice Assistance. The North Carolina Governor's Crime Commission is the State Administrative Agency. The Police Department is seeking to apply for the Local Law Enforcement Block Grant that will grant up to \$24,500 for equipment and training that will support law enforcement functions and activities. The funds may also be used to support psychological testing of new officers.

Recommendation: Motion to authorize the Police Department to apply for the FY2022 North Carolina Governor's Crime Commission Justice Assistance Grant through the US Department of Justice Programs, Bureau of Justice Assistance.

- B. Consider accepting the donation of an enclosed trailer and supplies from Cabarrus Events Association to the City of Concord.** 2021 marked the last year Cabarrus Events Association will be conducting the Concord Christmas Parade. The Parks and Recreation Department will be taking over the duties of conducting the parade beginning in 2022. Cabarrus Events Association has donated an enclosed trailer and supplies needed for the parade to the Parks and Recreation Department. Fleet Services will take the necessary steps to transfer the trailer title from Cabarrus Events Association to the City of Concord.

Recommendation: Motion to accept the donation of an enclosed trailer and supplies from Cabarrus Events Association to the City of Concord.

- C. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Parkwood Baptist Church (PINs 5611-87-8992, 5611-88-4120, & 5611-88-5280) 1069 Central Drive. Access easements and SCM maintenance agreements are being offered by the owners.
- Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Parkwood Baptist Church.
- D. Consider accepting an offer of infrastructure at Poplar Cove Subdivision, The Mills at Rocky River PH 2C Map 1 and Map 2, Park View Estates Subdivision PH 1 and PH 2.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 13,781 linear feet of roadway.
- Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Poplar Cove Subdivision, The Mills at Rocky River PH 2C Map 1 and Map 2, Park View Estates Subdivision PH 1 and PH 2.
- E. Consider adopting ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete purchase of a permanent easement for \$65,020 from JLP Holdings LLC.** The easement is approximately 4 acres and adds approximately 1.23 miles of greenway from Dorton Park to the George Liles Greenway along Coddle Creek. This easement will provide connectivity from many surrounding neighborhoods and commercial areas to Dorton Park, and to the existing greenway along George Liles Parkway.
- Recommendation:** Motion to adopt the attached ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for a permanent easement, including due diligences, for \$65,020.
- F. Consider adopting a budget ordinance to amend the Parks and Recreation Future Projects Fund and the HH Greenway - Cannon Crossing Project Fund.** The amount of \$2,181 is needed to cover the payment of taxes from the acquisition of property located at 9546 Poplar Tent Rd. The property was purchased for greenway development and trail head parking as part of the HH Greenway, Cannon Crossing Phase.
- Recommendation:** Motion to adopt an ordinance to amend the Parks and Recreation Future Projects Fund and the HH Greenway - Cannon Crossing Project Fund.
- G. Consider adopting an American Rescue Plan Fund grant project budget amendment.** Staff is requesting the use of American Rescue Plan funds for an HR COVID Management System. The attached grant project budget amendment appropriates funding for this project.
- Recommendation:** Motion to adopt an American Rescue Plan Fund grant project budget amendment.
- H. Consider adopting ordinances to amend the General Capital Reserve Fund budget and the General Capital Project Fund budget for a transfer of capital reserves to the project fund.** The Solid Waste department is requesting that \$2,605,442 of capital reserve funds be transferred to the project fund. This will fund the upfront costs required for the purchase of solid waste equipment needed to bring service in house. The total cost of the equipment is \$5,555,209 with the balance to be funded in FY23. The lead time for this equipment has increased and the order needs to be placed in the current fiscal year to ensure the equipment is on site and ready prior to beginning in house service.
- Recommendation:** Motion to adopt ordinances to amend the General Capital Reserve Fund budget and the General Capital Project Fund budget for a transfer of capital reserves to the project fund.

- I. Consider adopting a General Capital Reserve Project ordinance to close completed transfers for FYE 2021.** Staff is requesting approval to close completed transfer for fiscal year 2021.
Recommendation: Motion to adopt a General Capital Reserve Project ordinance to close completed transfers for FYE 2021.
- J. Consider adopting a General Capital Projects fund ordinance to clean up amounts for West Concord Expansion.** Staff is requesting to combine the two West Concord project accounts into one as they are both for the same project.
Recommendation: Motion to adopt a General Capital Projects fund ordinance to clean up amounts for West Concord Expansion.
- K. Consider revising Article 8.16, Outside Employment Policy in the City's Personnel Policies and Procedures manual.** Staff recommends a revision to Article 8.16, Outside Employment Policy in the City's Policies and Procedures manual to allow approved outside employment requests to remain valid until there is a change in the outside employment status such as but not limited to changes in work hours; the scope of work; business type; etc. Co-workers are required to notify their immediate supervisor of any status changes related to their outside employment and submit an updated Outside Employment Approval Request form within 10 workdays of the status change. Failure to obtain prior approval for outside employment, or engaging in outside employment when such approval has been denied, may result in disciplinary action up to and including termination.
Recommendation: Motion to revise Article 8.16, Outside Employment Policy in the City's Personnel Policies and Procedures manual.
- L. Consider approving a change to the classification/compensation system to include the following classification: Electric Systems Operations Manager.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.
Recommendation: Motion to approve the addition of the: Electric Systems Operations Manager (Grade 113) with a salary range of \$77,478.48 (minimum) - \$102,659.00 (midpoint) - \$127,839.49 (maximum).
- M. Consider approving a change to the classification/compensation system to include the following classification: Logistics Officer I.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.
Recommendation: Motion to approve the addition of the Logistics Officer I: (Grade F2) with a salary range of \$43,315.17 (minimum) - \$55,226.84 (midpoint) - \$67,285.70 (maximum).
- N. Consider acceptance of the Tax Office reports for the month of October 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 October 2021.
- O. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of October 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 October 2021.
- P. Receive monthly report on status of investments as of October 31, 2021.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.
Recommendation: Motion to accept the monthly report on investments.

IX. 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

X. General comments by Council of non-business nature

XI. Closed Session (if needed)

XII. 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.



City Council

2022 Meeting Schedule

Location: 35 Cabarrus Ave, W, Concord, NC 28025

The Concord City Council meets every second Thursday of each month at 6:00 p.m.

A work session is held on the preceding Tuesday at 4:00 p.m.

****A 2nd Work Session will be held from 11:00 a.m. to 1:00 p.m. on Tuesday two weeks following the 1st Work Session ****

The meetings are held in the Council Room of City Hall located at 35 Cabarrus Avenue, West.

Month	Work Session date	Regular session date	2 nd Work Session date
January	11	13	25
February	8	10	22
March	8	10	22
April	12	14	26
May	10	12	24
June	7	9	21
July	12	14	26
August	9	11	23
September	6	8	20
October	11	13	25
November	8	10	22
December	6	8	20



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

Petition for Annexation into the Concord City Limits

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

Section B Submittal Deadlines

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

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

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name Stough Road Annexation and Rezoning

Street Address 4862 Stough Road

Cabarrus County Property Identification Number(s) list below

P.I.N. 5518749619

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site 74.019

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

Person to contact if there are questions about the petition

Name Chase Burton

Address 5950 Fairview Road, Suite 100 Charlotte, NC 28210

Phone 7045538881

Fax #

Email chburton@burtoneng.com

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov.

See attached Exhibit A

7522
0291

17027

BOOK 7522 PAGE 291

CABARRUS COUNTY
FILED
05/10/2007 3:21 PM
LINDA F. MCABEE
Register Of Deeds
By. [Signature] Deputy/Asst.
EXCISE TAX \$7023.00

**NORTH CAROLINA
GENERAL WARRANTY DEED**

Excise Tax: \$7,023.00

Recording Time, Book and Page:

Tax Map No.

Parcel Identifier No: 01-001-0020.20 & 01-001-0020.3

Mail after recording to: Anne W. Morrison, PO Box 145, Concord, NC 280260145

This instrument was prepared by: Anne W. Morrison

THIS DEED made this 8 day of May, 2007 by and between

GRANTOR

Glenn F. Stough, and wife Beverly Stough

GRANTEE

H H Morrison Investments, LLC, a North Carolina limited liability company, a 17.35% undivided interest, John H Morrison, Jr., individually, a 17.35% undivided interest, Hugh Holt Morrison Family LLC, a North Carolina limited liability company, a 3.025% undivided interest, John Harris Morrison Family LLC, a North Carolina limited liability company, a 3.025% undivided interest, DeweyHwy49, LLC, a North Carolina limited liability company, a 5% undivided interest, Truro Group, LLC, a North Carolina limited liability company, a 5% undivided interest, Orchard Hill I, LLC, a North Carolina limited liability company, a 20% undivided interest, Charles A James Properties, LLC, a North Carolina limited liability company, a 9.75% undivided interest, John J. Godbold, individually, a resident of South Carolina, a 9.75% undivided interest, Margaret Morrison Hamilton Family LLC, a North Carolina limited liability company, a 4.875% undivided interest, TWO BBB, LLC, a North Carolina limited liability company, a 4.875% undivided interest.
Property Address: W/S Stough Road, SR 1309, Concord, NC 28025

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

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

TRACT I:

Lying and Being in the Number One (1) Township, Cabarrus County, North Carolina, and being a 75.91 acre tract lying on the western side of SR 1309 and the eastern side of Coddle Creek, and being more particularly described as follows:

BEGINNING at a new iron pin in the western line of SR 1309, said point being the northeastern corner of the property, and running thence with SR 1309 S 24-07-28 E 223.69 feet to a new iron pin; thence leaving the western right of way of SR 1309 and running along the property line of Lonnie L. Stough (Book 274 Page 232, Cabarrus County Registry) S 49-05-19

20

*Y.S.
B.S.*

W a total of 321.50 feet to an existing iron pin; thence along the line of Sallie W. Stough (Book 239 Page 127 Cabarrus County Registry) S 40-25-19 W 308.50 feet to a new iron pin; thence S 4-13-35 E 300.26 feet to a new iron pin in stone pile; thence S 19-21-56 E a total of 214.83 feet to a 18" Oak; thence N 68-06-28 E 437.95 feet to an existing iron pin; thence along the western line of Myradan Pierce (Book 559 Page 321 Cabarrus County Registry) S 25-17-16 E 69.86 feet to an existing iron pin; thence S 25-23-02 E 487.50 feet to a new iron pin. Thence along the northern ptn of Glenn F. Stough (Book 547 Page 630 Cabarrus County Registry) S 37-01-11 W a total of 540.00 feet to a new iron pin; thence meandering along the centerline of Coddle Creek the following courses and distances: N 77-57-49 W 264.72 feet to a point; thence N 87-26-07 W 153.23 feet to a point; thence S 26-55-36 W 240.98 feet to a point; thence S 7-46-34 W 247.92 feet to a point; thence S 34-30-10 W 137.49 feet to a point; thence N 59-36-26 W 207.45 feet to a point; thence N 75-27-04 W 61.39 feet to a point; thence S 81-49-06 W 140.62 feet to a point; thence S 71-59-06 W 228.53 feet to a point; thence S 85-45-46 W 386.84 feet to a point; thence S 77-47-07 W 232.67 feet to a point; thence N 58-49-14 W 212.01 feet to a point; thence N 77-18-24 W 417.73 feet to a point; thence N 31-57-48 W 174.83 feet to a point; thence N 3-43-52 E 281.70 feet to a point; thence N 28-33-49 W 111.86 feet to a point; thence N 40-37-12 W 107.38 feet to a point; thence leaving Coddle Creek and running N 68-54-07 E a total of 1173.90 feet to a new iron pin; thence N 49-38-06 E a total of 1948.20 feet to a new iron pin in the western line of SR 1309, the point of BEGINNING, containing 75.91 acres more or less, as shown on an unrecorded map entitled "Survey of Lonnie L. Stough" by Joe Franklin III, June 1986.

TRACT II:

Lying and Being in the Number One (1) Township, Cabarrus County, North Carolina, and being a 2.12 acre tract lying on the western side of SR 1309 and the eastern side of Coddle Creek, and being more particularly described as follows:

*Y.S.
B.S.*

(OLD DESCRIPTION)

BEGINNING at an iron spike on the northeast bank of Coddle Creek, said point also located in the west boundary of a 15.5 acre tract deeded to Myradan Pierce and said point also located in the northern boundary of a 7.3 acre tract deeded to Edward L. Lippard; running thence along the creek N 35° W 115.7 feet to a point; continuing thence along the creek 63.3 feet to a point; said point also located in the northern boundary of the aforesaid Lippard tract; running thence N 37° E 514.7 feet to an iron spike, said spike also being the northeastern corner for L. L. Stough; running thence S 27° E 246 feet to a corner for a 75.82 acre tract deeded to Pierce Realty Company; running thence S 43 1/4 ° W 432 feet to an iron spike, point and place of Beginning, containing 2.12 acres, more or less. This is the same property conveyed to Glenn F. Stough and wife, Emma B. Stough from the State of North Carolina, in Deed Book 547, Page 680, Cabarrus County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 547/622, Page 630/391, CABARRUS County Registry.

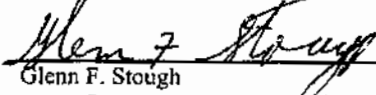
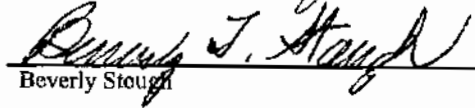
A map showing the above described property is recorded in Plat Book , Page , and referenced within this instrument.

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

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

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

_____ (Entity Name)	 _____ (SEAL) Glenn F. Stough
By: _____ Title: _____	 _____ (SEAL) Beverly Stough
By: _____ Title: _____	_____ (SEAL)
_____ Title: _____	_____ (SEAL)

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0293

BOOK 7522 PAGE 293

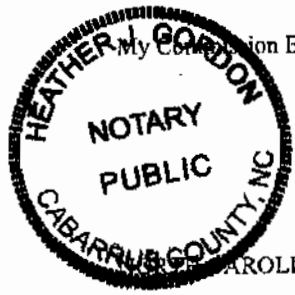
NORTH CAROLINA CABARRUS COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: name(s) of principal(s) Glenn F. Stough and wife, Beverly Stough, Grantor(s). Witness my hand and official stamp or seal, this the 10 day of MAY, 2007

My Commission Expires: 4-2-2012

Heather J. Gordon
Notary Public

Print Notary Name: Heather J. Gordon



NORTH CAROLINA CABARRUS COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: name(s) of principal(s) _____, Grantor(s). Witness my hand and official stamp or seal, this the _____ day of _____, _____

My Commission Expires: _____

Notary Public

Print Notary Name: _____

August 6, 2021

Ms. Starla Rogers
City of Concord Planning and Zoning Dept.
35 Cabarrus Ave
Concord, NC 28025

Re: Rezoning and Annexation for 4862 Stough Road

Dear Ms. Rogers,

On behalf of HH Morrison Investments, LLC, and all the other owners of the property at 4862 Stough Road, I, Hugh Morrison, permit Chase Burton to act as our agent for the annexation and rezoning of parcel. 5518-74-9619-0000.

Attached for your reference is a document signed by all the owners of the property giving me proper authority to execute on behalf of the ownership group.

Sincerely,

A handwritten signature in black ink that reads "Hugh Morrison" followed by a horizontal line.

Hugh Morrison

Attachment

CONSENT BY ALL OF THE MEMBERS OF
STOUGH ROAD CO-TENANCY
TO THE SALE OF 4862 STOUGH ROAD, CONCORD, NC

We, the undersigned, being all of the tenants of STOUGH ROAD CO-TENANCY hereby consent to the sale of 4862 Stough Road, Concord, Cabarrus County, North Carolina (the "Property").

In conjunction with the sale of the Property, the Co-Tenants hereby consent to the appointment of Hugh H. Morrison, co-tenant, to sign any and all documents for and on behalf of the Co-Tenancy up until the date of Closing, including but not limited to annexation documentation requested by the Purchaser. The Co-Tenancy agrees to be bound by the terms of the documents as if executed by each of the Co-Tenants of the Co-Tenancy.

This 29th day of July, 2021.

CO-TENANTS:

DocuSigned by:
John Morrison (SEAL)
JOHN H. MORRISON, JR., an individual

H H MORRISON INVESTMENTS, LLC
DocuSigned by:
Hugh H. Morrison (SEAL)
By: Hugh H. Morrison
Its: Manager

JOHN HARRIS MORRISON, JR. FAMILY LLC
DocuSigned by:
Harris Morrison (SEAL)
By: John H. Morrison, III
Its: Manager

MORRISON BROTHERS PROPERTIES, Inc.
DocuSigned by:
Hugh H. Morrison (SEAL)
By: Hugh H. Morrison
Its: Manager

HUGH HOLT MORRISON FAMILY LLC
DocuSigned by:
Hugh H. Morrison (SEAL)
By: Hugh H. Morrison
Its: Manager

DEWEYHWY49, LLC
DocuSigned by:
George Dewey (SEAL)
By: George S. Dewey IV
Its: Manager

TRURO GROUP, LLC
DocuSigned by:
Rich Barta (SEAL)
By: Richard A. Barta
Its: Manager

ORCHARD HILL I, LLC
DocuSigned by:
Robert S. Carter (SEAL)
By: Robert S. Carter
Its: Manager

CHARLES A. JAMES PROPERTIES, LLC
DocuSigned by:
Charles A. James (SEAL)
By: Charles A. James
Its: Manager

DocuSigned by:
John J. Godbold (SEAL)
JOHN J. GODBOLD, an individual

CONSENT BY ALL OF THE MEMBERS OF
STOUGH ROAD CO-TENANCY
TO THE SALE OF 4862 STOUGH ROAD, CONCORD, NC

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In conjunction with the sale of the Property, the Co-Tenants hereby consent to the appointment of Hugh H. Morrison, co-tenant, to sign any and all documents for and on behalf of the Co-Tenancy up until the date of Closing, including but not limited to annexation documentation requested by the Purchaser. The Co-Tenancy agrees to be bound by the terms of the documents as if executed by each of the Co-Tenants of the Co-Tenancy.

This 29th day of July, 2021.

CO-TENANTS:

JOHN H. MORRISON, JR., an individual (SEAL)

H H MORRISON INVESTMENTS, LLC

By: Hugh H. Morrison (SEAL)
Its: Manager

JOHN HARRIS MORRISON, JR. FAMILY LLC

By: John H. Morrison, III (SEAL)
Its: Manager

MORRISON BROTHERS PROPERTIES, Inc.

By: Hugh H. Morrison (SEAL)
Its: Manager

HUGH HOLT MORRISON FAMILY LLC

By: Hugh H. Morrison (SEAL)
Its: Manager

DEWEYHWY49, LLC

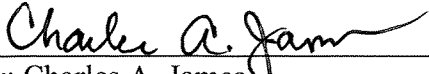
By: George S. Dewey IV (SEAL)
Its: Manager

TRURO GROUP, LLC

By: Richard A. Barta (SEAL)
Its: Manager

ORCHARD HILL I, LLC

By: Robert S. Carter (SEAL)
Its: Manager

CHARLES A. JAMES PROPERTIES, LLC


By: Charles A. James (SEAL)
Its: Manager

JOHN J. GODBOLD, an individual (SEAL)

MARGARET MORRISON HAMILTON FAMILY LLC

RED IRON PARTNERS, LLC F/K/A TWO BBB, LLC

DocuSigned by:
Margaret Hamilton (SEAL)

DocuSigned by:
Byron Burns (SEAL)

By: Margaret M. Hamilton
Its: Manager

By: Byron Bernard Burns, III
Its: Manager

912 QUEENS, LLC

DocuSigned by:
Matthew McDonald (SEAL)

By: Matthew G. McDonald
Its: Manager

Section D Annexation Petition

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

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

Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or

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

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

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

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

Signed this ___ day of _____, 20___ by the owners of the property described in Section C.

Owner's Signature(s)

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

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

Print Name HH MORRISON INVESTMENTS, LLC, its Manager, et al. Phone 704-425-6740
Address 167 CHURCH ST N., CONCORD, NC 28025
Signature Hugh Morrison Date 8/9/21

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

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

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

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

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

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

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

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

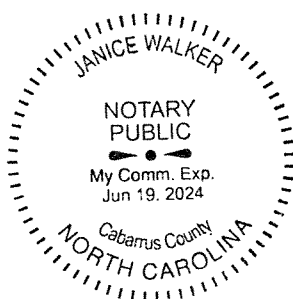
Witness my hand and official seal this 9 day of August, 2021.

Janice Walker
Notary Public

My commission expires June 19, 2024

[SEAL of Notary Public]

Notary's Stamp:



Section E Supplemental Information

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

Acreage of Area										74.019					
Current Population of Area															
Current Zoning of Area										L-1					
Desired City Zoning of Area										I-1					
Proposed Use (i.e. residential, commercial, or industrial)										Light Industrial					
Estimated Total Value of Residential Units for the Proposed Development															
Total Proposed Number of Dwelling Units															
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)															
Year 1		Year 2		Year 3		Year 4		Year 5							
Estimated Total Value of Business Units for the Entire Proposed Development															
Commercial Value						Industrial Value						Other (not-for-profit) Value			
Proposed Number of Commercial															
Year 1		Year 2		Year 3		Year 4		Year 5							
Proposed Number of Industrial															
Year 1	1	Year 2		Year 3		Year 4		Year 5							
Proposed Number of Other (not-for-profit)?															
Year 1		Year 2		Year 3		Year 4		Year 5							

Section E (continued) Supplemental Information

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

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

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

Section E (continued) Supplemental Information

Solid Waste Data

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

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

City Contact Information

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

Exhibit A

STOUGH ROAD
LEGAL DESCRIPTION (AS SURVEYED)

LYING AND BEING SITUATED IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT I:

LYING AND BEING IN THE NUMBER ONE (1) TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA, AND BEING A 74.019 ACRES TRACT LYING ON THE WESTERN SIDE OF SR 1309 (STOUGH ROAD) AND THE NORTHERN SIDE OF CODDLE CREEK, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR IN THE WESTERN LINE OF SR 1309 (STOUGH ROAD) SAID REBAR HAVING NC GRID COORDINATES OF NORTHING: 586,356.71 AND EASTING: 1,518,807.95, AND BEING THE NORTHERN CORNER OF TRACT I, AND RUNNING THENCE WITH SR 1309 (STOUGH ROAD) THENCE, S 24° 26' 44" E FOR A DISTANCE OF 230.16 FEET TO PIPE. THENCE LEAVING THE WESTERN RIGHT OF WAY OF SR 1309 (STOUGH ROAD) AND RUNNING ALONG THE PROPERTY LINE OF J N IDEAL TRANSPORT INC (BOOK 13276 PAGE 215, CABARRUS COUNTY REGISTRY), S 43° 53' 15" W FOR A DISTANCE OF 301.28 FEET TO A PIPE. THENCE, ALONG THE LINE OF LEWIS LEASING INC (BOOK 3563 PAGE 219 CABARRUS COUNTY REGISTRY) S 35° 15' 16" W FOR A DISTANCE OF 308.53 FEET TO A REBAR. THENCE, S 09° 22' 04" E FOR A DISTANCE OF 300.20 FEET TO A REBAR. THENCE, S 24° 30' 50" E FOR A DISTANCE OF 214.83 FEET TO A 20" OAK TREE. THENCE, N 62° 58' 00" E FOR A DISTANCE OF 438.45 FEET TO A REBAR. THENCE, ALONG THE WESTERN LINE OF GREG WISNIEWSKI (BOOK 6664 PAGE 30 CABARRUS COUNTY REGISTRY), S 29° 44' 45" E FOR A DISTANCE OF 53.85 FEET TO A REBAR. THENCE, ALONG THE WESTERN LINE OF LES TROIS FILLES LLC (BOOK 12877 PAGE 5 CABARRUS COUNTY REGISTRY) S 30° 33' 06" E FOR A DISTANCE OF 160.43 FEET TO A SET SPIKE. THENCE, ALONG THE WESTERN LINE OF HH MORRISON INVESTMENTS LLC (BOOK 13245 PAGE 72 CABARRUS COUNTY REGISTRY) S 30° 33' 06" E FOR A DISTANCE OF 81.84 FEET TO A REBAR. THENCE, ALONG THE WESTERN LINE OF DSV LLC (BOOK 13245 PAGE 246 CABARRUS COUNTY REGISTRY) S 47° 07' 56" W FOR A DISTANCE OF 72.50 FEET TO A REBAR. THENCE, S 08° 56' 25" W FOR A DISTANCE OF 65.93 FEET TO A REBAR. THENCE, S 08° 55' 00" W FOR A DISTANCE OF 575.81 FEET TO A POINT IN CODDLE CREEK. THENCE, MEANDERING ALONG THE CENTERLINE OF THE CREEK THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES: (1) N 83° 07' 57" W FOR A DISTANCE OF 264.72 FEET TO A POINT IN THE CREEK. (2) THENCE, S 87° 23' 45" W FOR A DISTANCE OF 153.23 FEET TO A POINT IN THE CREEK. (3) THENCE, S 21° 45' 28" W FOR A DISTANCE OF 240.98 FEET TO A POINT IN THE CREEK. (4) THENCE, S 02° 36' 26" W FOR A DISTANCE OF 247.92 FEET TO A POINT IN THE CREEK. (5) THENCE, S 29° 20' 02" W FOR A DISTANCE OF 137.49 FEET TO A POINT IN THE CREEK. (6) THENCE, N 64° 46' 34" W FOR A DISTANCE OF 207.45

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NOTES

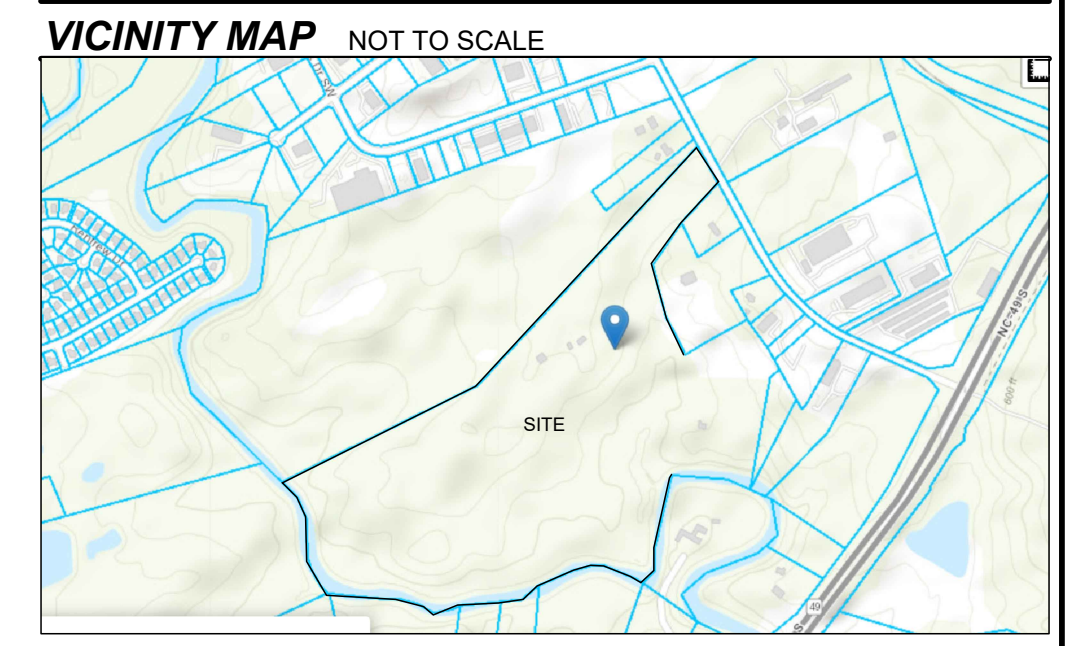
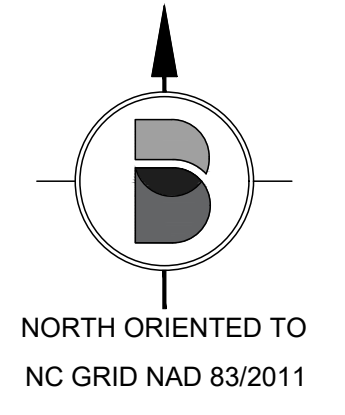
SET #4 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.
 AREAS COMPUTED BY COORDINATE METHOD.
 SUBJECT TRACT ADDRESS: 4862 STOUGH ROAD, CONCORD, NC 28025
 SUBJECT TRACT DEED REFERENCE: DB 9823 PG 330, DB 13245 PG 246 & 13245 PG 72
 SUBJECT TAX PARCEL: 55187496190000, 55189427190000 & 55189532070000
 SUBJECT TRACT ZONED: LI
 ZONING REQUIREMENTS:
 BUILDING
 MINIMUM SETBACK FRONT=
 MINIMUM SETBACK SIDE=
 MINIMUM SETBACK REAR=
 NO ZONING REPORT PROVIDED
 THE NCOS COORDINATES WERE ESTABLISHED BY USING A LEICA MODEL GS14 (GNSS) AND THE NORTH CAROLINA GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME NETWORK (RTN) UTILIZING THE NORTH CAROLINA CONTINUOUSLY OPERATING REFERENCE STATION (CORS)
 NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
 NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
 NO EVIDENCE OF CURRENT OR CONTEMPLATED RIGHT OF WAY OR ROADWAY DESIGN CHANGES FOUND.
 THE SUBJECT PROPERTY CONTAINS NO GAPS, GORES OR OVERLAPS.
 THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS DURING THE FIELD WORK.
 THE DIRECT ACCESS TO THE SUBJECT PROPERTY IS FROM STOUGH ROAD.
 THE DISTANCE FROM THE SUBJECT PROPERTY TO THE NEAREST INTERSECTING STREET NC-49 SOUTH IS 1780 FEET.
 THE AS SURVEYED LEGAL DESCRIPTION ON THE SURVEY DESCRIBES ALL OF THE REAL PROPERTY AS DESCRIBED IN THE COMMITMENT.

LEGEND

BC = BACK OF CURB	ST = STREET SIGN
CB = CURB INLET	UP = UTILITY POLE
CF = COMBINED GRID FACTOR	LP = LIGHT POLE
CAG = CURB AND GUTTER DIA = DIAMETER	CP = CABLE PEDESTAL
CMP = CORRUGATED METAL PIPE	EP = ELECTRIC PEDESTAL
DB = DEED BOOK	TP = TELEPHONE PEDESTAL
DI = DRAIN INLET	FP = FIBER OPTIC PEDESTAL
DIP = DUCTILE IRON PIPE	CM = COMMUNICATION MANHOLE
EC = EDGE OF CONCRETE	SM = SANITARY SEWER MANHOLE
EM = ELECTRIC METER	SD = STORM DRAIN MANHOLE
EP = EDGE OF PAVEMENT	FC = FIRE DEPARTMENT CONNECTION
FE = FINISHED FLOOR ELEVATION	FR = FURNACE SECTION
FEV = FURNACE ELEVATION	GM = GAS METER
GM = GAS METER	GT = GREASE TRAP
GT = GREASE TRAP	HP = HIGH DENSITY POLYETHYLENE PIPE
HP = HIGH DENSITY POLYETHYLENE PIPE	IN = INVERT
IN = INVERT	MB = MAP BOOK
MB = MAP BOOK	NAD = NORTH AMERICAN VERTICAL DATUM
NAD = NORTH AMERICAN VERTICAL DATUM	NCOS = NORTH CAROLINA GEODETIC SURVEY
NCOS = NORTH CAROLINA GEODETIC SURVEY	PL = PLAT BOOK
PL = PLAT BOOK	PDE = PERMANENT DRAINAGE EASEMENT
PDE = PERMANENT DRAINAGE EASEMENT	PG = PAGE
PG = PAGE	PSE = PERMANENT SLOPE EASEMENT
PSE = PERMANENT SLOPE EASEMENT	PVC = POLYVINYL CHLORIDE PIPE
PVC = POLYVINYL CHLORIDE PIPE	RCP = REINFORCED CONCRETE PIPE
RCP = REINFORCED CONCRETE PIPE	RTW = RIGHT OF WAY
RTW = RIGHT OF WAY	SDMH = STORM DRAINAGE MANHOLE
SDMH = STORM DRAINAGE MANHOLE	SSMH = SANITARY SEWER MANHOLE
SSMH = SANITARY SEWER MANHOLE	SW = SIDE WALK

C	= UNDERGROUND GAS
U	= UNDERGROUND COMMUNICATIONS
UE	= UNDERGROUND ELECTRIC
DU	= OVERHEAD UTILITY LINE
W	= WATER LINE
F	= FENCE
SD	= STORM DRAINAGE LINE
SS	= SEWER LINE
SS	= SEWER EASEMENT LINE
C	= CENTER LINE
TOB	= TOP OF BANK

	= 0.2% ANNUAL CHANCE FLOOD HAZARD CONTAINED IN CHANNEL, 0.2% ANNUAL CHANCE FLOOD HAZARD
	= ZONES AE, AE: 1% ANNUAL CHANCE FLOOD HAZARD CONDITIONS, FLOODWAY, 1% ANNUAL CHANCE FLOOD HAZARD CONDITIONS
	= ZONE AE, FLOODWAY, 1% ANNUAL CHANCE FLOOD HAZARD CONDITIONS, FLOODWAY, 1% ANNUAL CHANCE FLOOD HAZARD CONDITIONS

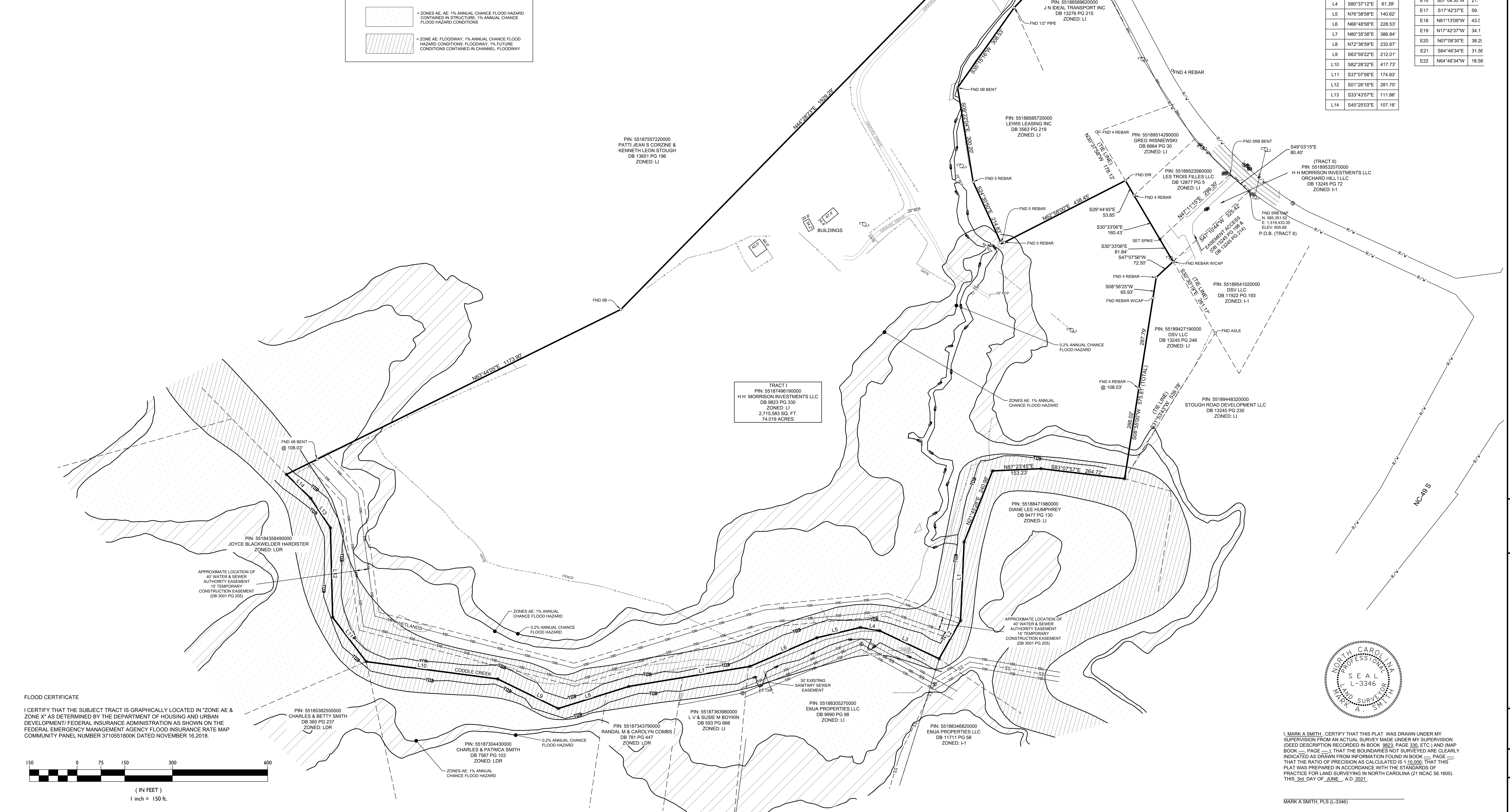


Line Table

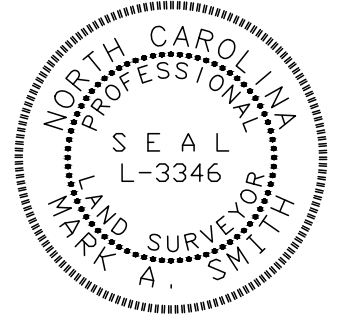
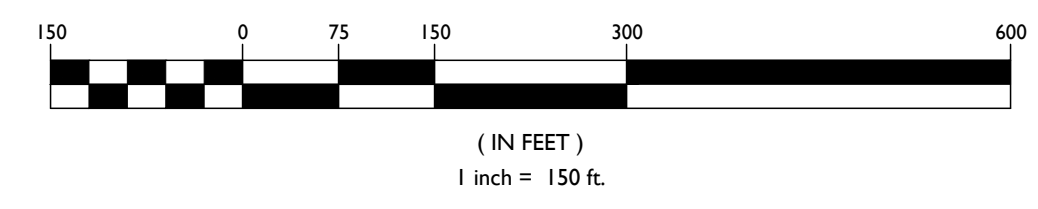
Line #	Direction	Length
L1	N02°38'26"E	247.92
L2	N29°20'02"E	137.49
L3	S64°48'34"E	207.45
L4	S80°37'12"E	61.39
L5	N76°38'58"E	140.62
L6	N66°48'58"E	228.53
L7	N80°35'38"E	386.84
L8	N72°36'59"E	232.67
L9	S63°59'22"E	212.01
L10	S82°28'32"E	417.73
L11	S37°07'56"E	174.83
L12	S01°28'16"E	281.70
L13	S33°43'57"E	111.86
L14	S45°29'03"E	107.16

Line Table

Line #	Direction	Lat
E16	S07°08'30"W	21.
E17	S17°42'37"E	59.
E18	N61°13'09"W	43.1
E19	N17°42'37"W	34.1
E20	N07°08'30"E	38.2
E21	S64°48'34"E	31.56
E22	N64°48'34"W	18.56

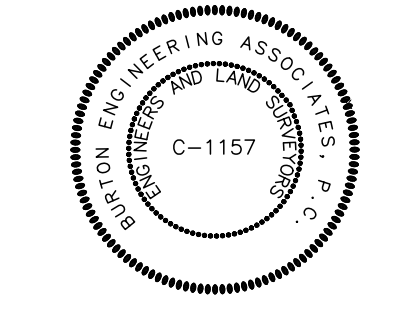


FLOOD CERTIFICATE
 I CERTIFY THAT THE SUBJECT TRACT IS GRAPHICALLY LOCATED IN 'ZONE AE & ZONE X' AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/ FEDERAL INSURANCE ADMINISTRATION AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3710551800K DATED NOVEMBER 16, 2018.



I, MARK A. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9823, PAGE 330, ETC.) AND (MAP BOOK PAGE ---) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ---, PAGE --- THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS: 3rd DAY OF JUNE, A.D. 2021.

BURTON ENGINEERING
 5950 FAIRVIEW RD STE 100
 CHARLOTTE NC 28210
 (T) 704.553.8881
 burtonengineering.com
 FIRM #C-1157



BOUNDARY SURVEY
 OWNER: H.H. MORRISON INVESTMENTS LLC
 NUMBER ONE TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA
MCGRATH RENTCORP
 5700 LAS POSITAS ROAD, LIVERMORE, CA 94551

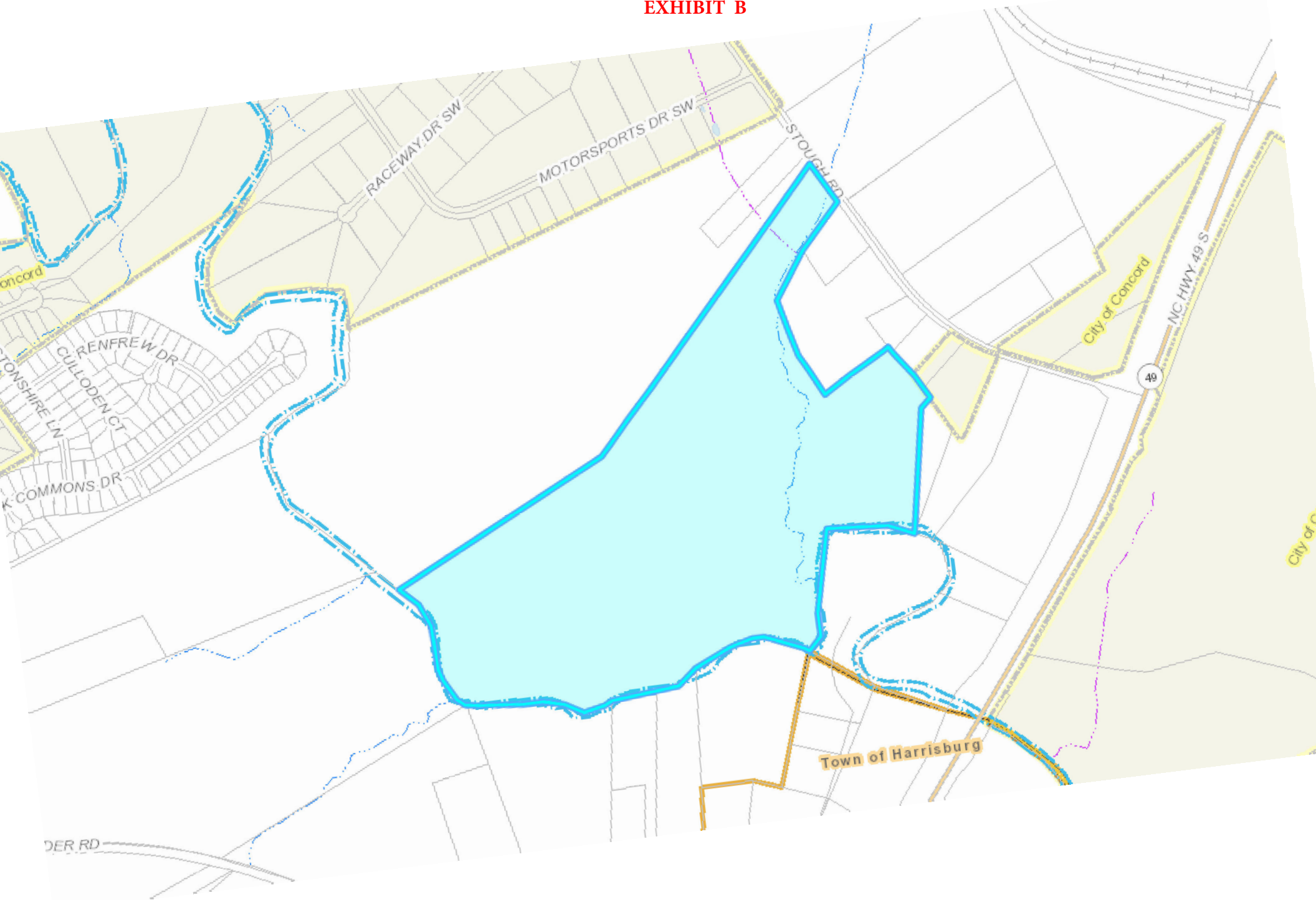
REVISIONS

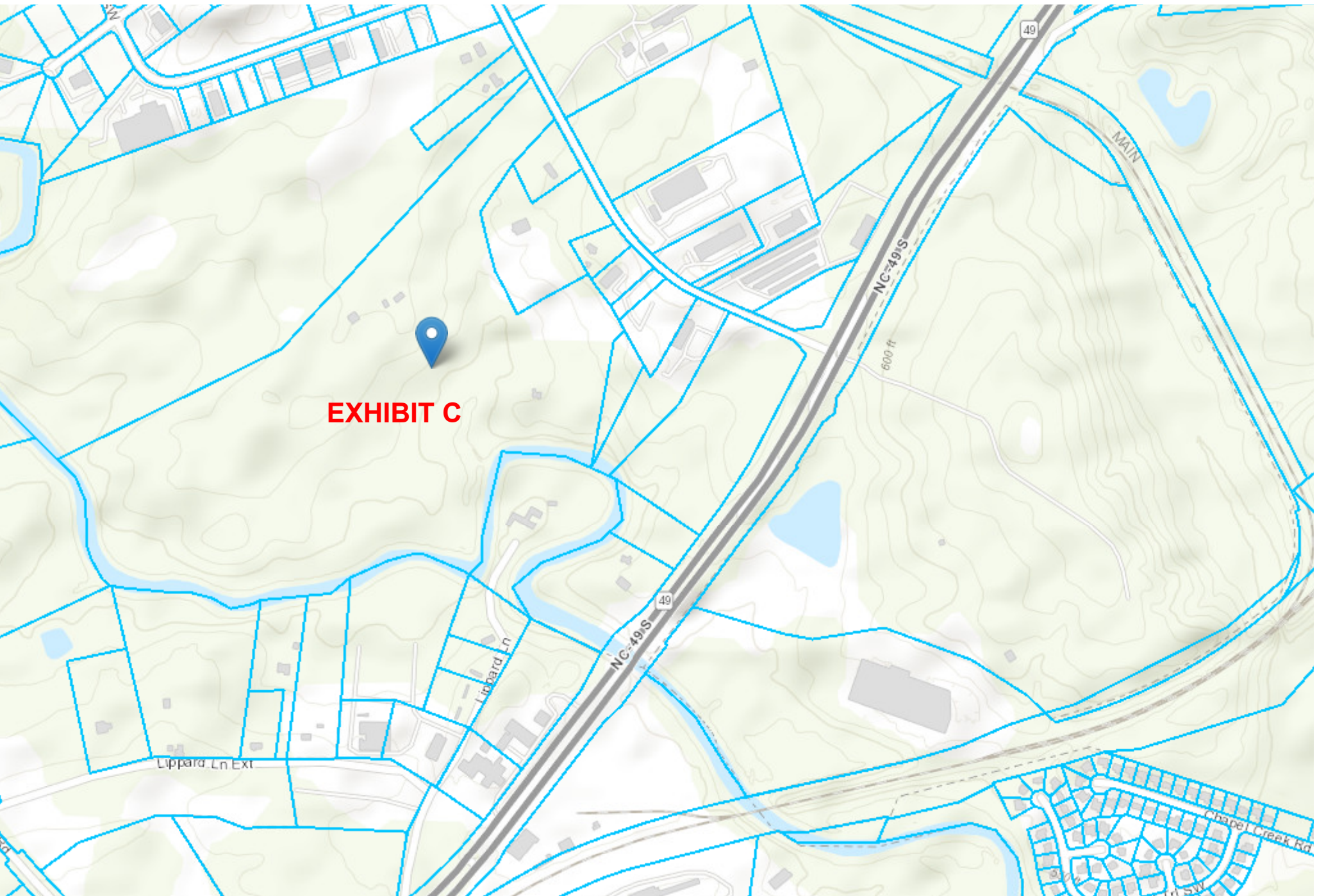
NO.	DATE	BY	DESCRIPTION
1	6/17/21	JCB	DRAWN BY
2	6/17/21	MAS	CHECK BY
3	6/17/21	JCB	DATE
4	6/17/21	JCB	SURVEY DATE

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PROJECT NUMBER
 021.614.003

EXHIBIT B





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

Account Name 1:	H H MORRISON INVSTMS LLC/ET AL	Account Name 2:	
Mailing Address:	805 TRADE ST NW	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	01-001 -0020.30	Plat Book:	00000
Plat Page:	00000	Land Units:	74.144
Units Type:	AC	Land Value:	AC
Building Value:	0	OBXF Value:	6600
Assessed Value:	1254970	Market Value:	1254970
Sale Year:	2011	Sale Month:	12
Sale Price:	0	Deed Book:	9823
Deed Page:	0330	Fire District:	JacksonPark
Zoning:	LI	Elementary School:	Wolf Meadow ES
Middle School:	C C Griffin MS	High School:	Central Cabarrus HS
Precinct Name:	undefined	Legal Description:	SW SIDE STOUGH RD
Floodway:		100 Yr Flood:	
500 Yr Flood:		Watershed	undefined
FIRM Panel Number	5518		

Account Name 1:	H H MORRISON INVSTMS LLC/ET AL	Account Name 2:	
Mailing Address:	805 TRADE ST NW	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	01-001 -0020.30	Plat Book:	00000
Plat Page:	00000	Land Units:	74.144
Units Type:	AC	Land Value:	AC
Building Value:	0	OBXF Value:	6600
Assessed Value:	1254970	Market Value:	1254970
Sale Year:	2011	Sale Month:	12
Sale Price:	0	Deed Book:	9823
Deed Page:	0330	Fire District:	JacksonPark
Zoning:	LI	Elementary School:	Wolf Meadow ES
Middle School:	C C Griffin MS	High School:	Central Cabarrus HS
Precinct Name:	undefined	Legal Description:	SW SIDE STOUGH RD
Floodway:		100 Yr Flood:	
500 Yr Flood:		Watershed	undefined
FIRM Panel Number	5518		

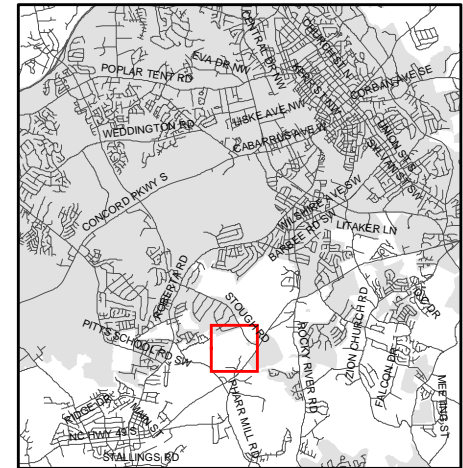
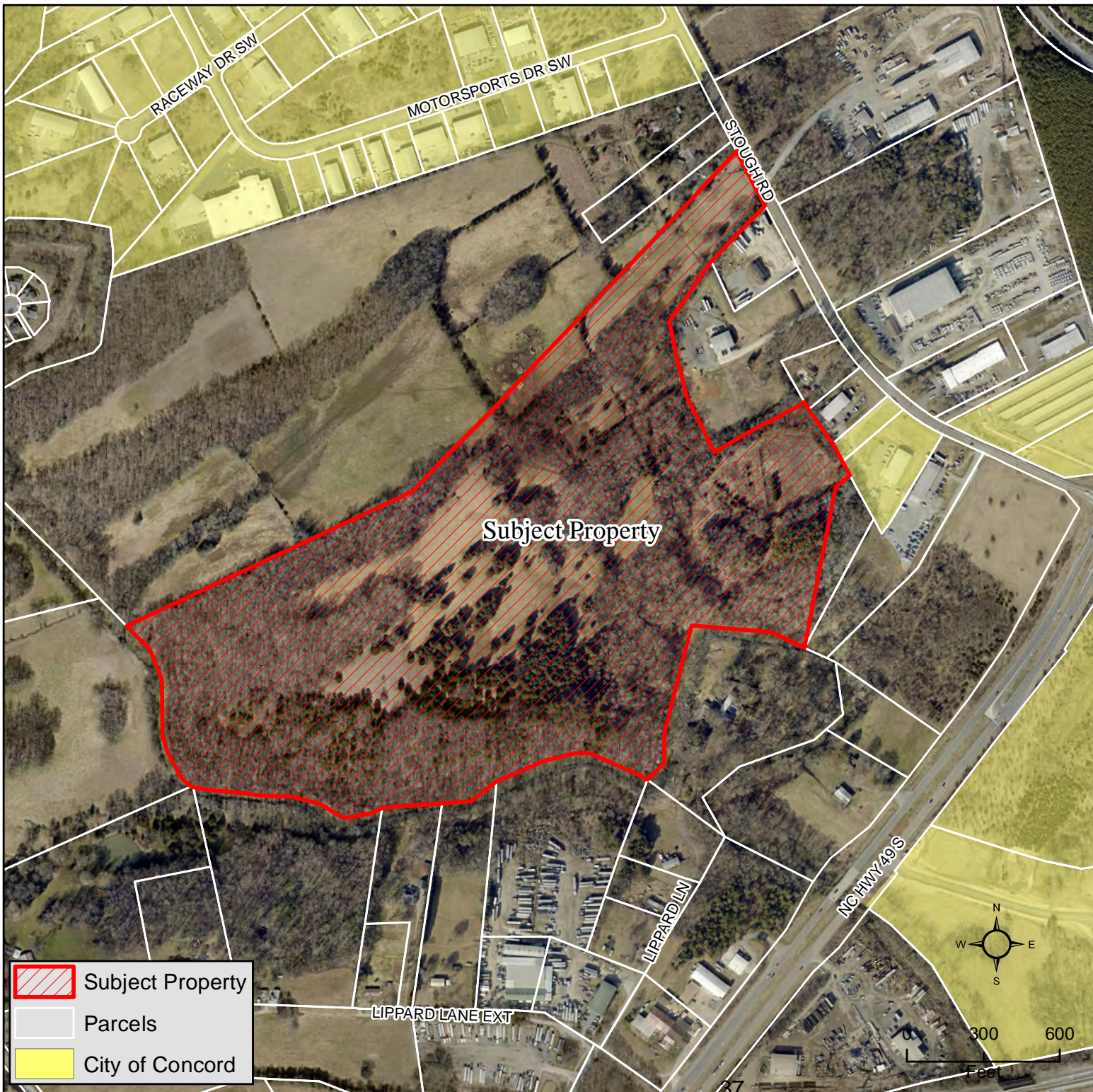
ANX-10-21 &

Z-25-21

**Annexation & Zoning
Map Amendment
Applications**

**Stough Rd
HH Morrison
Investments, LLC**

4862 Stough Rd
PIN: 5518-74-9619



Source: City of Concord
Planning Department

Disclaimer

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



STOUGH ROAD - TRAILER STORAGE

SITE PLAN

CHB	CHB
PT	CB
ENG	NM
DRAWN BY	DATE
	05.17.2021

REVISIONS

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PROJECT NUMBER
021.614.003

SP-1
Sheet 1 of 1

DRAWING INFORMATION

TRUE NORTH

Know what's below.
Call before you dig.

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AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 74.019 ACRES GENERALLY
LOCATED AT 4862 STOUGH RD., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Chase Burton, representing Burton Engineering, on December 9th, 2021 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at 35 Cabarrus Avenue, West on December 9th, 2021 after due notice by The Independent Tribune on November 28th, 2021; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 9th day of December 2021:

LYING AND BEING SITUATED IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT I:

LYING AND BEING IN THE NUMBER ONE (1) TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA, AND BEING A 74.019 ACRES TRACT LYING ON THE WESTERN SIDE OF SR 1309 (STOUGH ROAD) AND THE NORTHERN SIDE OF CODDLE CREEK, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR IN THE WESTERN LINE OF SR 1309 (STOUGH ROAD) SAID REBAR HAVING NC GRID COORDINATES OF NORTHING: 586,356.71 AND EASTING: 1,518,807.95, AND BEING THE NORTHERN CORNER OF TRACT I, AND RUNNING THENCE WITH SR 1309 (STOUGH ROAD) THENCE, S 24° 26' 44" E FOR A DISTANCE OF 230.16 FEET TO PIPE. THENCE LEAVING THE WESTERN RIGHT OF WAY OF SR 1309 (STOUGH ROAD) AND RUNNING ALONG THE PROPERTY LINE OF J N IDEAL TRANSPORT INC (BOOK 13276 PAGE 215, CABARRUS COUNTY REGISTRY), S 43° 53' 15" W FOR A DISTANCE OF 301.28 FEET TO A PIPE. THENCE, ALONG THE LINE OF LEWIS LEASING INC (BOOK 3563 PAGE 219 CABARRUS COUNTY REGISTRY) S 35° 15' 16" W FOR A DISTANCE OF 308.53 FEET TO A REBAR. THENCE, S 09° 22' 04" E FOR A DISTANCE OF 300.20 FEET TO A REBAR. THENCE, S 24° 30' 50" E FOR A DISTANCE OF 214.83 FEET TO A 20" OAK TREE. THENCE, N 62° 58' 00" E FOR A DISTANCE OF 438.45 FEET TO A REBAR. THENCE, ALONG THE WESTERN LINE OF GREG WISNIEWSKI (BOOK 6664 PAGE 30 CABARRUS COUNTY REGISTRY), S 29° 44' 45" E FOR A DISTANCE OF 53.85 FEET TO A REBAR. THENCE, ALONG THE WESTERN LINE OF LES TROIS FILLES LLC (BOOK 12877 PAGE 5 CABARRUS COUNTY REGISTRY) S 30° 33' 06" E FOR A DISTANCE OF 160.43 FEET TO A SET SPIKE. THENCE, ALONG THE WESTERN LINE OF HH MORRISON INVESTMENTS LLC (BOOK 13245 PAGE 72 CABARRUS COUNTY REGISTRY) S 30° 33' 06" E FOR A DISTANCE OF 81.84 FEET TO A REBAR. THENCE, ALONG THE WESTERN LINE OF DSV LLC (BOOK 13245 PAGE 246 CABARRUS COUNTY REGISTRY) S 47° 07' 56" W FOR A DISTANCE OF 72.50 FEET TO A REBAR. THENCE, S 08° 56' 25" W FOR A DISTANCE OF 65.93 FEET TO A REBAR. THENCE, S 08° 55' 00" W FOR A DISTANCE OF 575.81 FEET TO A POINT IN CODDLE CREEK. THENCE, MEANDERING ALONG THE CENTERLINE OF THE CREEK THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES: (1) N 83° 07' 57" W FOR A DISTANCE OF 264.72 FEET TO A POINT IN THE CREEK. (2) THENCE, S 87° 23' 45" W FOR A DISTANCE OF 153.23 FEET TO A POINT IN THE CREEK. (3) THENCE, S 21° 45' 28" W FOR A DISTANCE OF 240.98 FEET TO A POINT IN THE CREEK. (4) THENCE, S 02° 36' 26" W FOR A DISTANCE OF 247.92 FEET TO A POINT IN THE CREEK. (5) THENCE, S 29° 20' 02" W FOR A DISTANCE OF 137.49 FEET TO A POINT IN THE CREEK. (6) THENCE, N 64° 46' 34" W FOR A DISTANCE OF 207.45 FEET TO A POINT IN THE CREEK. (7) THENCE, N 80° 37' 12" W FOR A DISTANCE OF 61.39 FEET TO A POINT IN THE CREEK. (8) THENCE, S 76° 38' 58" W FOR A DISTANCE OF 140.62 FEET TO A POINT IN THE CREEK. (9) THENCE, S 66° 48' 58" W FOR A DISTANCE OF 228.53 FEET TO A POINT IN THE CREEK. (10) THENCE, S 80° 35' 38" W FOR A DISTANCE OF 386.84 FEET TO A POINT IN THE

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SECTION 2. Upon and after the 9th day of December, 2021 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 9th day of December 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Meeting Date

December 9th, 2021

Annexation Staff Report

Voluntary annexation petition of +/- 74.019 acres, owned by HH Morrison Investments LLC, and located at 4862 Stough Rd., in order to develop the property as a light industrial moving and storage facility with water and sewer connection. The property is zoned LI (Limited Industrial) in Cabarrus County and if annexed the petitioner intends to pursue a zoning classification of I-1 (Light Industrial). I-1 (Light Industrial) is the most compatible zoning in the City of Concord to the existing LI zoning in the County. Additionally, I-1 (Light Industrial) is consistent with the 2030 Land Use Category of Industrial Employment. The request is not for a conditional district, so all uses permitted within the I-1 (Light Industrial) zoning classification would be permitted. However, the applicant has appeared before the DRC committee with a site plan demonstrating the layout for an industrial moving and storage facility on the site. The bulk portion of the site would include storage of shipping containers with a small structure used as an office and for trailer repair. The draft site plan has been attached for reference. Any development of the subject property would require technical site plan review and approval and must meet the standards set forth in the CDO (Concord Development Ordinance) as well as other applicable regulations.

It should also be noted that the applicant and property owners have all signed the City's newly required Acknowledgement of Risk form, related to sewer limitations. Both are aware of sewer limitations and are willing to work around the situation until sewer could be made available in order to move the project forward. As shown on the draft site plan, the structure on the site would be small and according to the applicant, sewer usage would be very minimal. They estimate 10 employees for the first 5 years. Calculations amount to: 10 x 25gpd, establishing a +/- 250 gpd user for the subject site.

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



Petition for Closure of Right-of-Way
(Type or print in black ink)

Applicant: Niblock Homes, LLC Date: 10/26/2021
Applicant's address: 759 Concord Pkwy N, Suite 20, Concord, NC 28027

Applicant's telephone: Home: Work: (704) 788-4818
Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Portion of 40 ft. R/W of Lucky Drive NW (a.k.a. North Drive) as shown on MB 12 PG 38 and MB 7 PG 57.

List all adjoining property owners, other than applicant (use additional page, if necessary):
Name: Niblock Homes, LLC Name:
Address: 759 Concord Pkwy N, Suite 20 Address:
Concord, NC 28027
Name: Name:
Address: Address:

Reason for Petition for Closure of Right-of-Way:
Relocation of Lucky within the property as part of the Red Hill Subdivision

Signature(s) of applicant(s): [Signature] Date: 10/26/2021
William T. Niblock, Authorized Signer Date:
Date:
Date:

- Required Attachments/Submittals:
1. Legal petition (boundary description)
2. Tax map with subject right-of-way delineated
3. Filing fee (check payable to City of Concord) - see the Official Fee Schedule for the applicable fee.
4. Cabarrus County Land Records print-out of names and addresses of all immediately adjacent

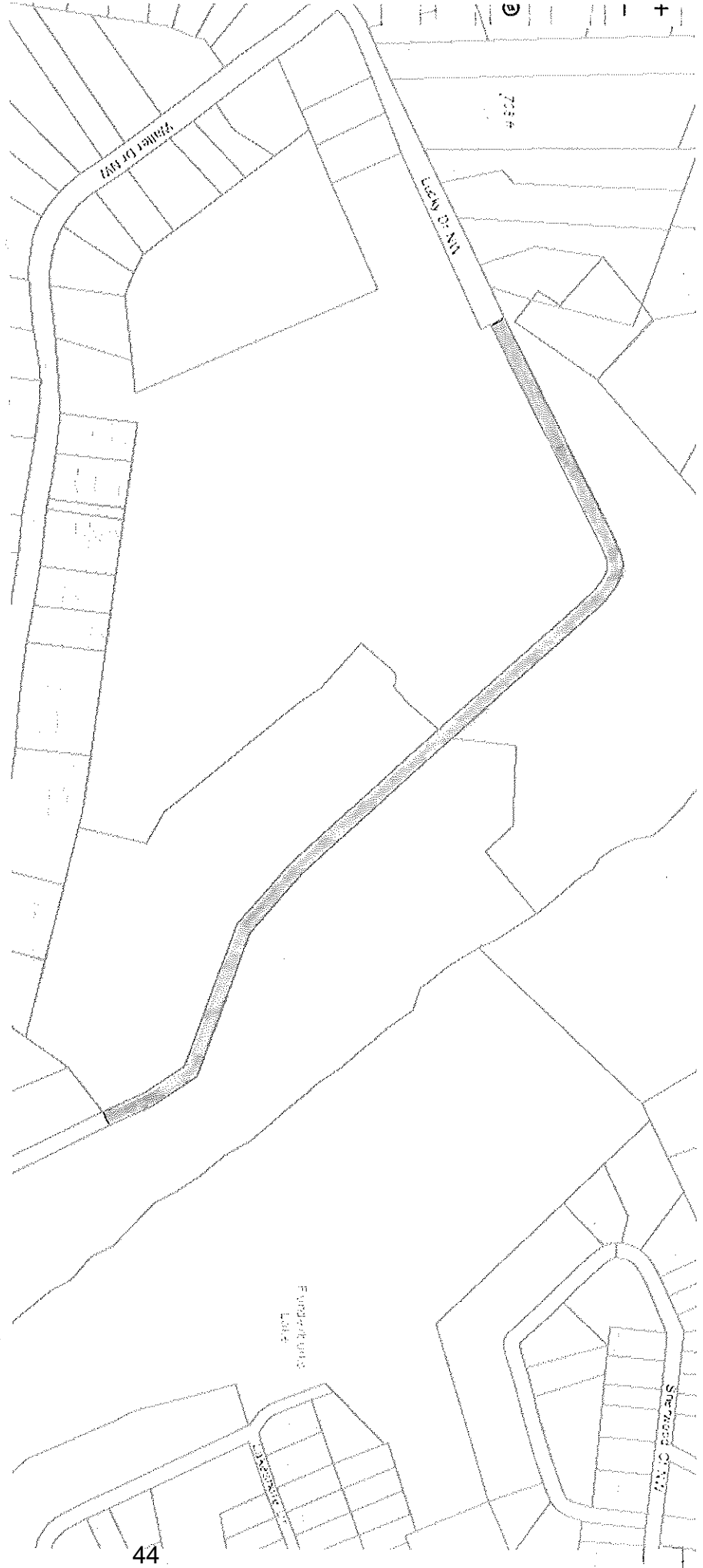
Please submit this application to the Planning & Neighborhood Development Department

Staff Use Only:
Fee: Received by: Date:

Planning & Neighborhood Development
35 Cabarrus Avenue W • P. O. Box 308 • Concord, NC 28025
Phone (704) 920-5152 • Fax (704) 920-6962 • www.concordnc.gov

Lucky Drive (aka North Drive) Abandonment

Beginning at a calculated point, said point being located on the southern right-of-way of Lucky Drive (40' Public R/W), said point having NC Grid Coordinates of N 611678.92 and E 1517230.18, said point also being located N 31°23'43" W 784.55 feet from NC Grid Control Point #1 (Grid Coordinates of N 611009.23 and E 1517638.89), said point being located N 53°08'58" E 8.90 feet from a ½" rebar, said point also being a common corner with Lot #1, Westover Map No. 3 (Map Bk. 12, Pg. 38), thence with the southern right-of-way of Lucky Drive (40' Public R/W) the following nine (9) calls: (1) N 23°33'10" W 119.45 feet to a bent 5/8" rebar; (2) N 32°58'02" W 124.29 feet to a RR Spike; (3) N 68°48'17" W 394.38 feet to a 5/8" rebar; (4) N 47°46'49" W 209.63 feet to a 5/8" rebar; (5) N 41°10'40" W 1025.73 feet to a 5/8" rebar; (6) N 78°57'28" W 82.86 feet to a 5/8" rebar; (7) N 89°23'36" W 39.09 feet to a 5/8" rebar; (8) S 69°34'05" W 244.66 feet to a bent 5/8" rebar; (9) S 66°20'30" W 398.69 feet to a calculated point, said point being located N 22°56'11" W 28.33 feet from a ½" rebar; thence N 22°56'11" W 40.03 feet to a calculated point, said point being located on the northern right-of-way of Lucky Drive (40' Public R/W); thence with the northern right-of-way of Lucky Drive (40' Public R/W) the following nine (9) calls: (1) N 66°24'53" E 397.15 feet to a 5/8" rebar; (2) N 69°28'21" E 255.38 feet to a 5/8" rebar; (3) S 89°08'00" E 49.85 feet to a 5/8" rebar; (4) S 78°49'10" E 100.04 feet to a 2" pipe; (5) S 41°13'02" E 1036.97 feet to a calculated point; (6) S 47°46'49" E 199.90 feet to a calculated point; (7) S 68°48'17" E 399.89 feet to a calculated point; (8) S 32°58'02" E 140.51 feet to a calculated point; (9) S 23°33'10" E 122.12 feet to a calculated point; thence crossing said road S 65°33'36" W 40.01 feet to the POINT AND PLACE OF BEGINNING and containing 2.438 AC.



7334

7334

Water Dr NW

Water Dr NW

Water Dr NW

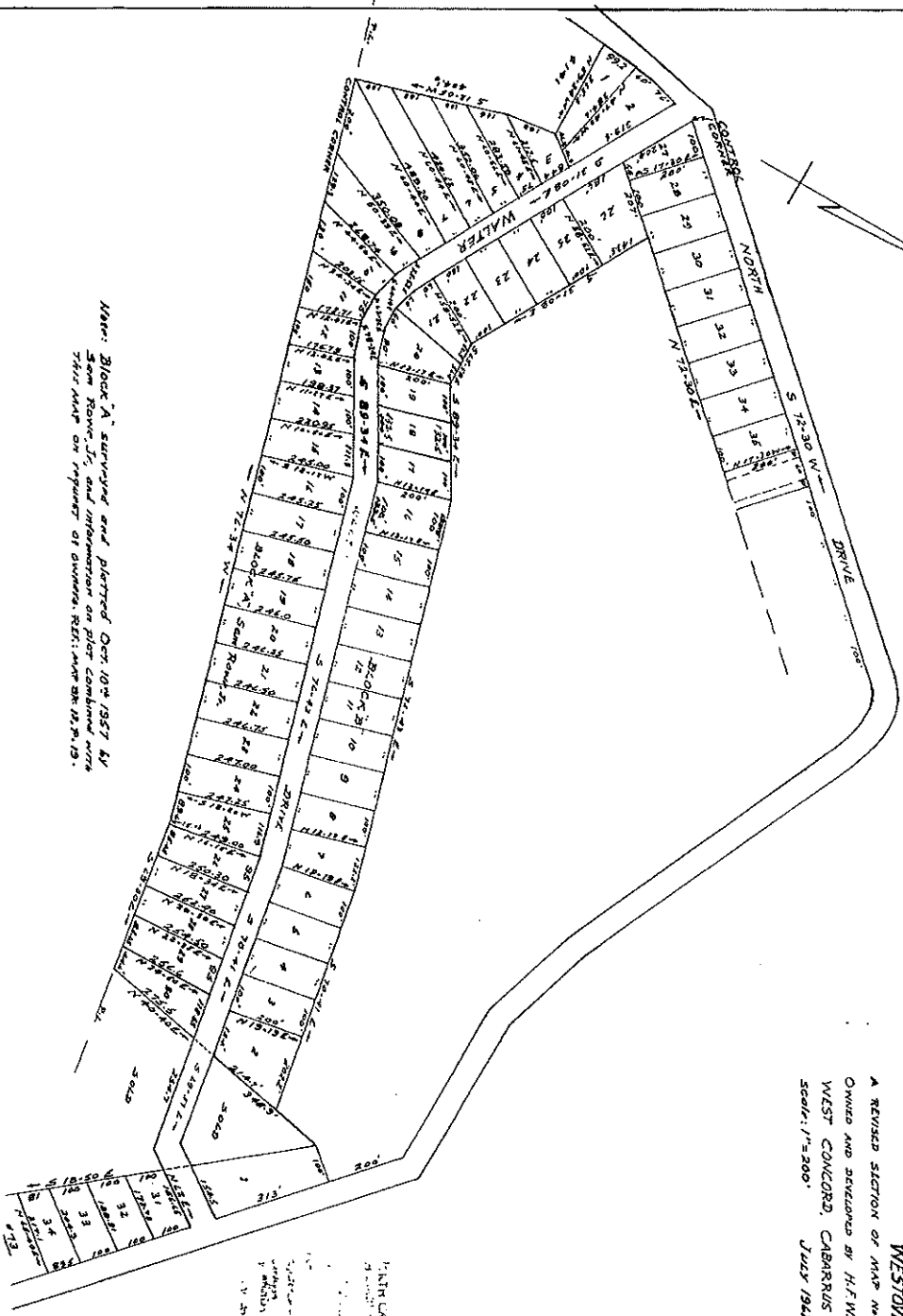
Fundamentals Dr

Seward Dr NW

Book 12 page 38

28
38

WESTOVER
A REVISION SECTION OF MAP No. 3 OF WESTOVER, BLOCK 25
OWNED AND DEVELOPED BY H.F. WALTER / A.F. WALTER
WEST CONCORD, CABARRUS COUNTY, N. C., No. 2 Twp.
Scale: 1/4"=200' JULY 1942 A.C. BROWN, R.L.S.

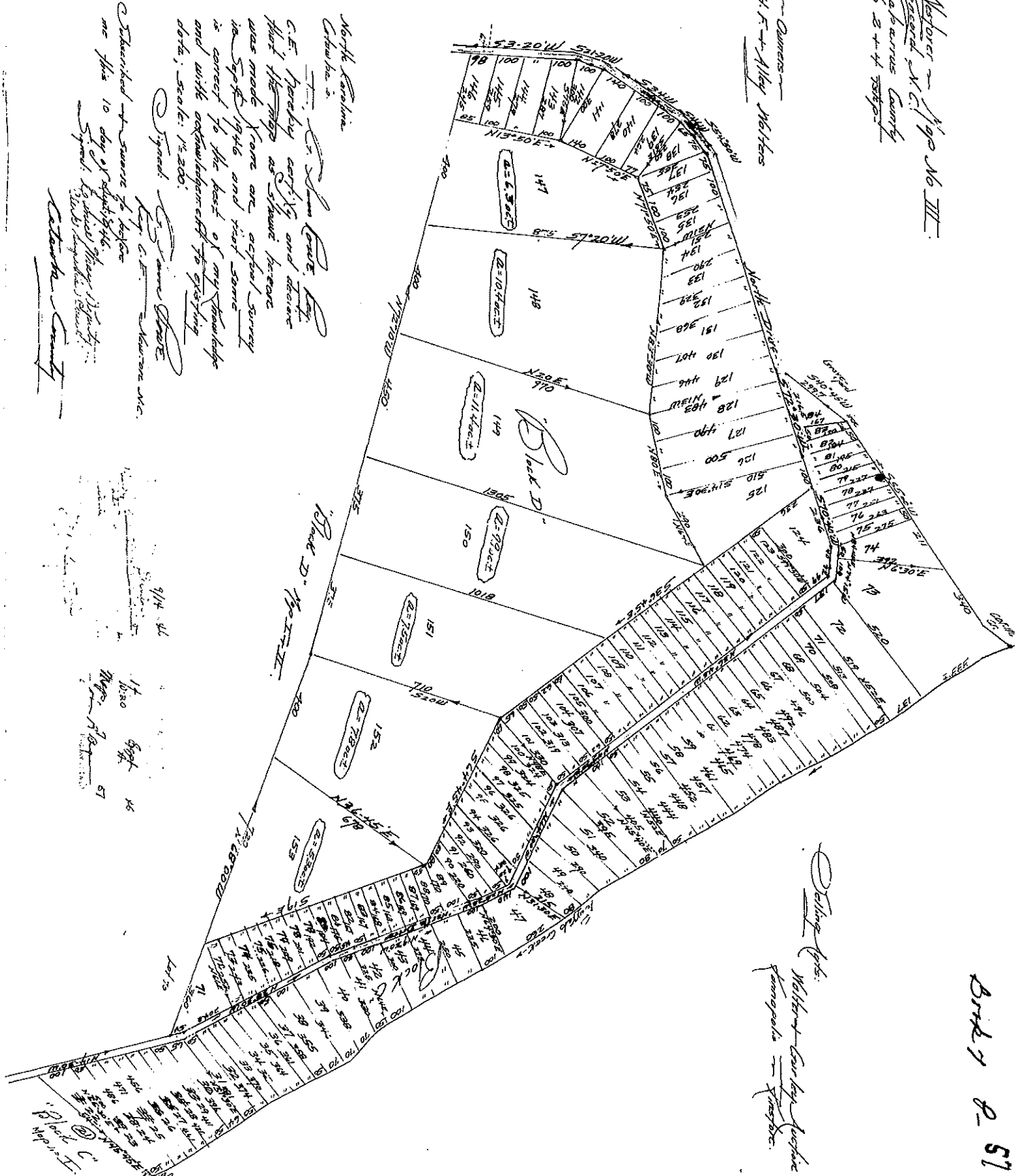
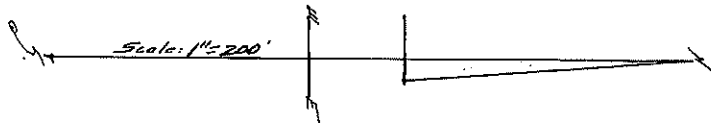


Map: Block A surveyed and plotted Oct 10th 1937 by
Sam Rowe, Jr., and information on plat combined with
this map on request of owner. REI: AMR DR 12.9.13.

OFFICE REGISTER OF DEEDS
CABARRUS COUNTY, N. C.
Filed for Registration on the
day of _____ A. D. 1942
at _____ o'clock
and registered in record of
Deeds, Book _____ Page _____
C. L. _____
County Register of Deeds

Master Map No. III.
 Cabarrus County
 No. 2 of 4 1882

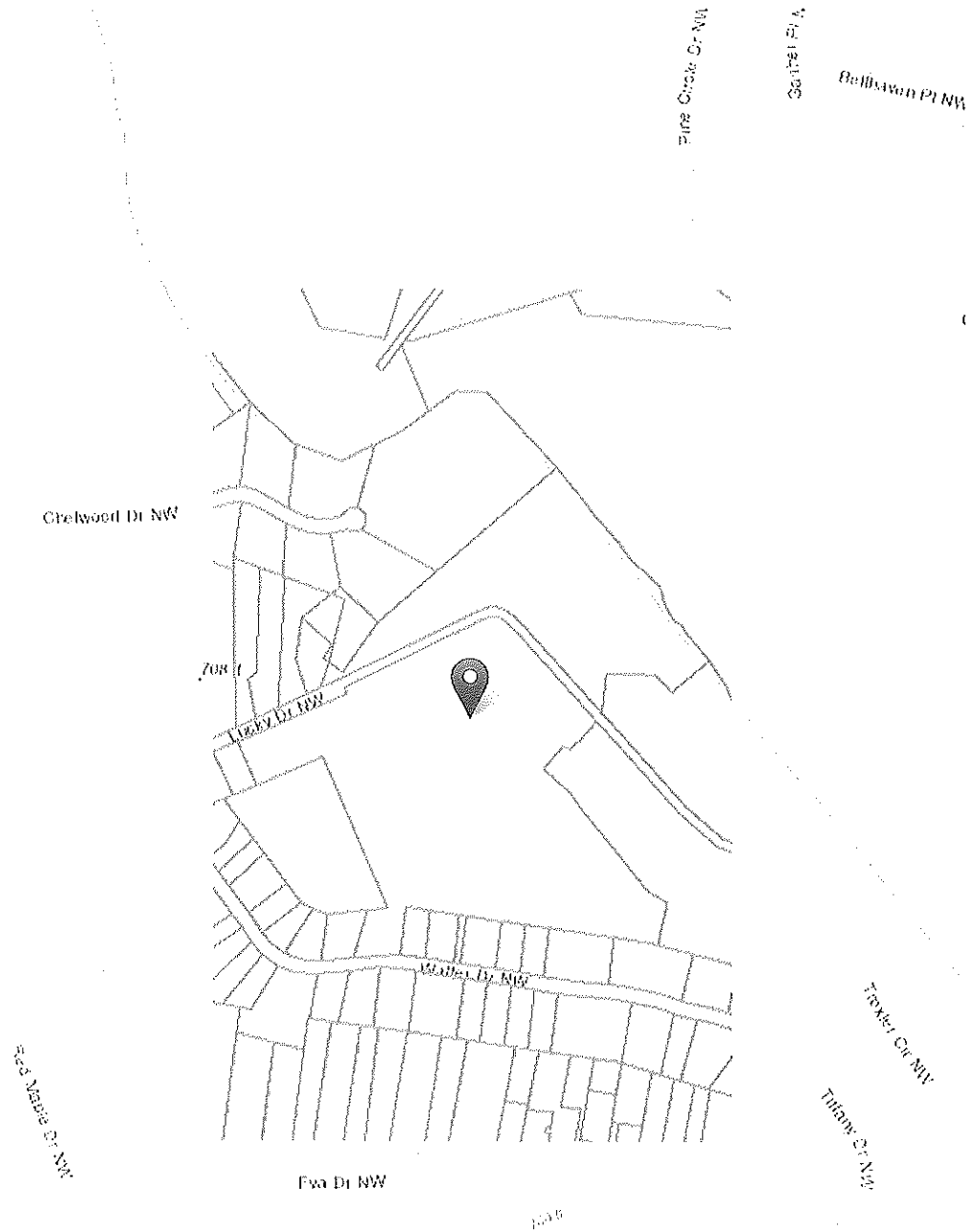
Owners -
 H. F. + Alley Melhous



North Carolina
 Chowhoke
 T. J. Lane Co. by
 C. E. Hordley cert. by and sworn
 that the map as shown hereon
 was made from an actual survey
 in Sept. 1946 and that same
 is correct to the best of my knowledge
 and with certain exceptions to specify
 data, scale: 1"=200'.
 Signed: C. E. Hordley
 by C. E. Hordley
 Surveyor No. 1144
 Cabarrus County

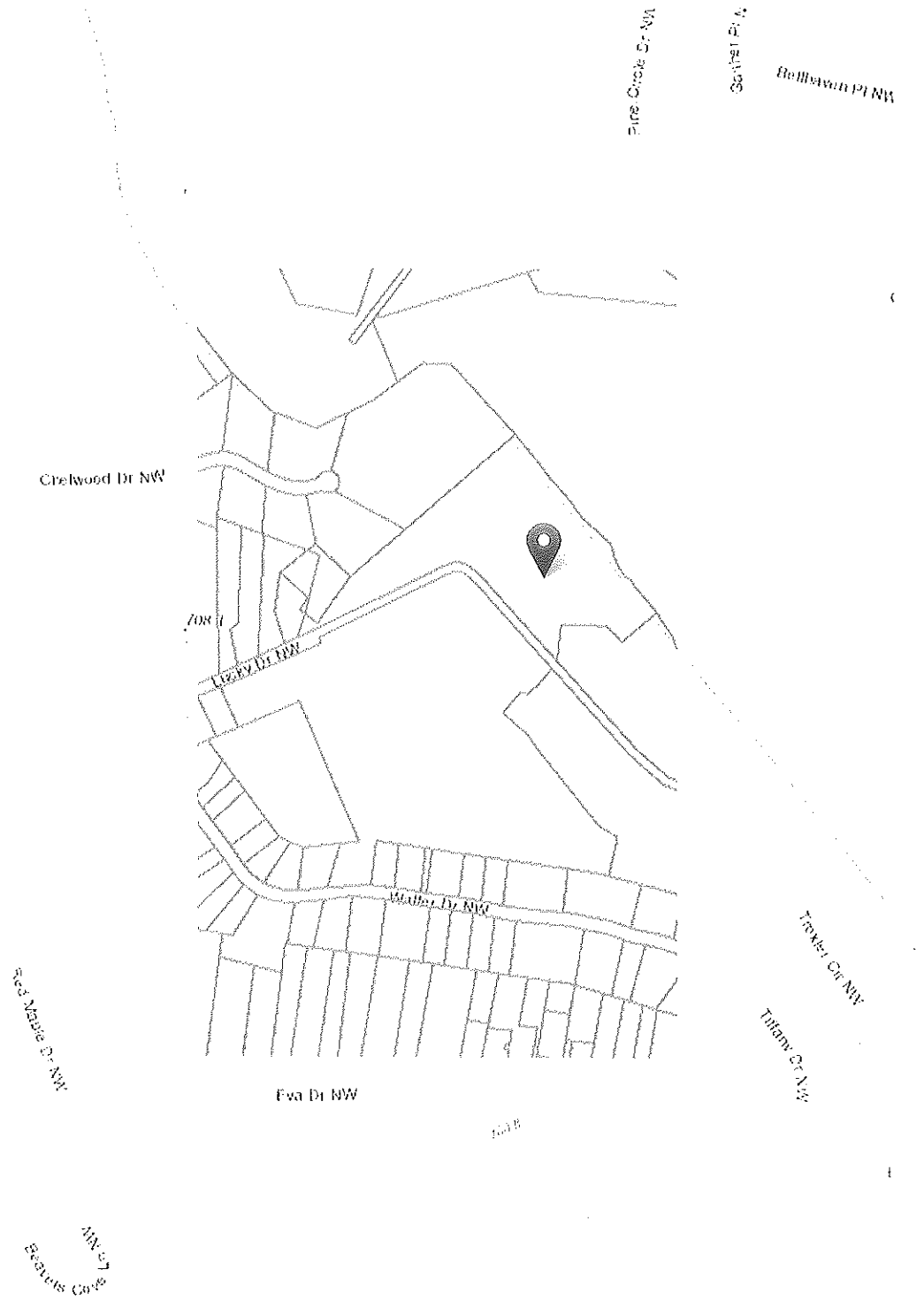
Delving by:
 Melhous Car by Justice C
 Pompaola - Justice

Book 2-57



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

Physical Address:	2976 WALTER DR NW CONCORD NC 28027	PIN14:	56115285130000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-009 -0010.00	Plat Book:	00012
Lot Page:	00038	Land Units:	44.339
Units Type:	AC	Land Value:	47



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

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Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-009 -0010.00	Plat Book:	00012
Parcel Page:	00038	Land Units:	44.339
Parcel Type:	AC	Land Value:	48



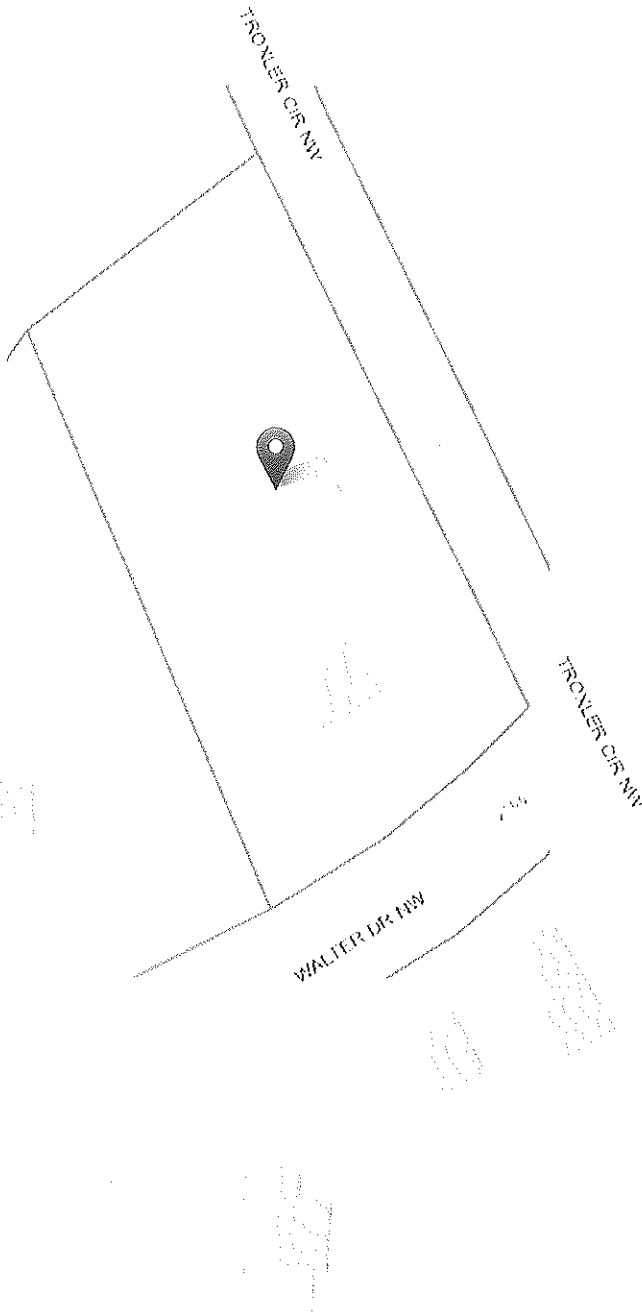
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 sion, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot
 onstrued to be a legal document. Primary sources from which this data was compiled must be consulted
 rification of information represented on this map document.

ysical Address:	500 TROXLER CIR NW CONCORD NC 28027	PIN14:	56116189990000
count Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
illing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
illing State:	NC	Mailing Zip Code:	28027
roperty Real ID:	02-009 -0009.00	Plat Book:	00097
it Page:	00057	Land Units:	28.552
its Type:	AC	Land Value:	AC



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Physical Address:	500 TROXLER CIR NW CONCORD NC 28027	PIN14:	56116189990000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-009 -0009.00	Plat Book:	00007
Lot Page:	00057	Land Units:	28.552
Units Type:	AC	Land Value:	50



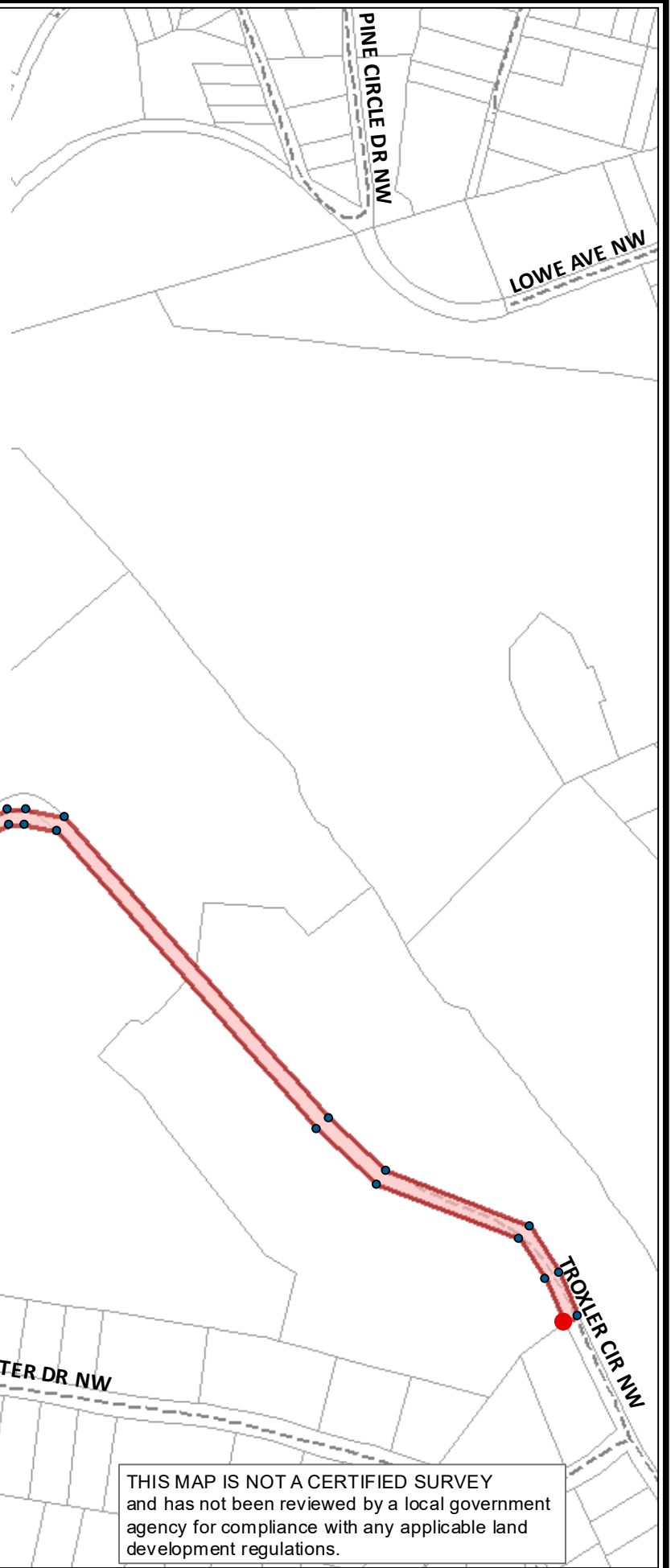
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Physical Address:	2560 WALTER DR NW CONCORD NC 28027	PIN14:	56117125110000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-010 -0008.00	Plat Book:	00012
Lot Page:	00038	Land Units:	1.07
Lot Type:	AC	Land Value:	\$51

Point of Beginning (POB) E 1517230.18, N 611678.92

Edge Table

Edge	Bearing & Distance
E1	N23°33'10"W for 119.45'
E2	N32°58'02"W for 124.29'
E3	N68°48'17"W for 394.38'
E4	N47°46'49"W for 209.63'
E5	N41°10'40"W for 1025.73'
E6	N78°57'28"W for 82.86'
E7	N89°23'36"W for 39.09'
E8	S69°34'05"W for 244.66'
E9	S66°20'30"W for 398.69'
E10	N22°56'11"W for 40.03'
E11	N66°24'53"E for 397.15'
E12	N69°28'21"E for 255.38'
E13	S89°08'00"E for 49.85'
E14	S78°49'10"E for 100.04'
E15	S41°13'02"E for 1036.97'
E16	S47°46'49"E for 199.9'
E17	S68°48'17"E for 399.89'
E18	S32°58'02"E for 140.51'
E19	S23°33'10"E for 122.12'
E20	S65°33'36"W for 40.01'



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

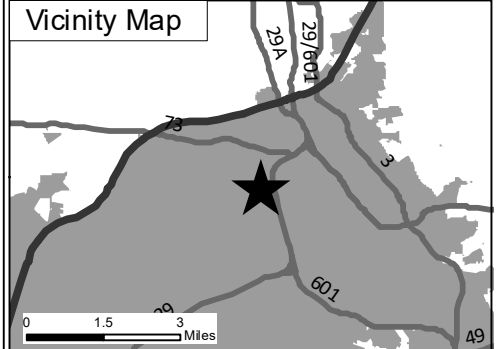
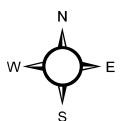


Right-of-Way Map City of Concord, NC

Lucky Dr Right-of-way Proposed Closure

Legend

- Mapped Legal Description
- Street Centerline
- Parcel Boundaries



1 inch = 400 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord
Planning & Neighborhood Development Department

RESOLUTION OF INTENT

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

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of an unopened portion of Lucky Dr. NW as more specifically set forth below:

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

(1) A meeting will be held at 6:00 p.m. on the 13th day of January, 2022 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution on the closure of Lucky Dr. NW the area described as follows:

Beginning at a calculated point said point being located on the southern right-of-way of Lucky Drive (40' Public R/W), said point having NC Grid Coordinates of N 611678.92 and E 1517230.18, said point also being located N 31°23'43" W 784.55 feet from NC Grid Control Point #1 (Grid Coordinates of N 611009.23 and E 1517638.89), said point being located N 53°08'58" E 8.90 feet from a 1/2" rebar, said point also being a common corner with Lot #1, Westover Map No. 3 (Map Bk. 12, Pg. 38), thence with the southern right-of-way of Lucky Drive (40' Public R/W) the following nine (9) calls: (1) N 23°33'10" W 119.45 feet to a bent 5/8" rebar; (2) N 32°58'02" W 124.29 feet to a RR Spike; (3) N 68°48'17" W 394.38 feet to a 5/8" rebar; (4) N 47°46'49" W 209.63 feet to a 5/8" rebar; (5) N 41°10'40" W 1025.73 feet to a 5/8" rebar; (6) N 78°57'28" W 82.86 feet to a 5/8" rebar; (7) N 89°23'36" W 39.09 feet to a 5/8" rebar; (8) S 69°34'05" W 244.66 feet to a bent 5/8" rebar; (9) S 66°20'30" W 398.69 feet to a calculated point, said point being located 22°56'11" W 28.33 feet from a 1/2" rebar; thence N 22°56'11" W 40.03 feet to a calculated point, said point being located on the northern right-of-way of Lucky Dr (40' Public R/W); thence with the northern right-of-way of Lucky Dr. (40' Public R/W) the following nine (9) calls: (1) N 66°24'53" E 397.15 feet to a 5/8" rebar; (2) N 69°28'21" E 255.38 feet to a 5/8" rebar; (3) S 89°08'00" E 49.85 feet to a 5/8" rebar; (4) S 78°49'10" E 100.04 feet to a 2" pipe; (5) S 41°13'02" E 1036.97 feet to a calculated point; (6) S 47°46'49" E 199.90 feet to a calculated point; (7) S 68°48'17" E 399.89 feet to a calculated point; (8) S 32°58'02" E 140.51 feet to a calculated point; (9) S 23°33'10" E 122.12 feet to a calculated point; thence crossing said road S 65°33'36" W 40.01 feet to the POINT AND PLACE OF BEGINNING and containing 2.438 acres.

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

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

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

Adopted this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

ANNEXATION AGREEMENT

WHEREAS, the City of Midland, a North Carolina municipal corporation, (hereinafter "Midland") and the City of Concord, a North Carolina municipal corporation, (hereinafter "Concord") have undertaken a joint planning effort to encourage the orderly development of the unincorporated areas adjacent to the two municipalities; and

WHEREAS, Midland and Concord desire to reduce uncertainty among residents and property owners in the potential growth areas of the municipalities which will improve planning by both public and private interests in such areas; and

WHEREAS, the General Statutes of North Carolina, Chapter 160A, Section 58.21 et seq. authorized municipalities to enter into binding agreements relating to future annexations and designating areas which are not subject to annexation by each participating municipality; and

NOW, THEREFORE upon the premises contained herein the parties hereto agree as follows:

1. This Agreement is executed pursuant to the authority of G.S. Chapter 160A-58.23 of the North Carolina General Statutes (the "Act").
2. Midland and Concord agree that the common dividing line as described in paragraph 12 below and illustrated in the map on Exhibit A shall be the annexation boundary between the two municipalities.
3. The effective date of this Agreement is _____, 202____, or the date of adoption of an ordinance approving this Agreement by the last participating city to do so, whichever is later, and shall terminate at 12:01 am on the twentieth (20th) anniversary following the effective date, or as otherwise terminated as provided herein.
4. This Agreement shall not be effective unless and until each participating city has held a public hearing on this Agreement, or the participating cities have held a joint public hearing, prior to adopting the ordinance approving this Agreement. Until such time as the required public hearings are held and the respective approving ordinances are adopted, this Agreement shall be considered a proposed agreement.
5. a. At least sixty (60) days prior to the adoption of any annexation ordinance affecting a geographical area which is subject to this Agreement, and lying across the common dividing line, the participating city proposing such annexation shall give written notice to the other participating city of the proposed annexation. Such

notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to this Agreement delineated by roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days. No notice is required for proposed annexations which lie on the annexing municipality's side of the common dividing line.

- b. Either municipality which has property on their side of the described common dividing line which is proposed for annexation by the other municipality, after notification from the other municipality as described in paragraph 5 above, may waive, in its sole and absolute discretion, its right to annex said property. Such waiver must be made by the party's governing body.
- c. If either municipality does not waive its right to annex property on its side of the common dividing line, the other municipality shall not annex such property.
- d. Any waiver authorized by paragraph 5 above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waivers shall be effective without further approval of such party's governing body. Any waivers shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

6. This Agreement may be modified or terminated only by a subsequent amending agreement adopted and executed by each participating city. Any amending agreement shall be adopted by ordinance after public hearings as provided in G.S. 160A-31(c).

7. This Agreement may be terminated by a participating city, by repealing the ordinance which approved this Agreement and providing a five year advance written notice to the other participating city. Upon the expiration of the five-year notice period, this Agreement shall terminate.

8. From and after the effective date of this Agreement, no participating city may adopt an annexation ordinance as to all or any portion of an area in breach of this Agreement.

9. Nothing in this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

10. This Agreement contains the entire agreement between the participating cities.

11. The common dividing line ("Dividing Line") shall be more particularly described as follows:

Starting at a point with North Carolina Stateplane NAD83 Grid Coordinates of 1523755.775' East and 573593.54' North, thence with the following calls (given in quadrant bearing degrees, minutes, and seconds) to a point in the centerline of Rocky River Rd just south of the intersection with Holden Ave SW: S50-56-49E 657.55', S28-21-5E 528.836', S6-23-36E 492.732'. Thence, with the centerline of Rocky River Rd with the following six calls: S32-8-14W 199.9', S38-36-20W 1324.845', S35-14-31W 132.985', S30-14-19W 159.959', S30-39-2W 326.924', S36-47-23W 158.861'. Thence, with the centerline of Lower Rocky River Rd with the following thirteen calls: S52-11-36E 152.937', S41-21-58E 91.421', S34-22-49E 95.924', S28-21-44E 306.989', S34-49-28E 97.284', S38-50-49E 132.857', S41-6-10E 404.576', S50-58-13E 571.239', S42-0-29E 141.123', S34-40-13E 101.325', S25-31-27E 957.319', S20-0-3E 192.883', S18-17-21E 86.304'. Thence with the centerline of Pine Grove Church Rd, the following eight calls: S78-0-58E 3230.828', S74-37-26E 115.236', S70-45-1E 185.363', S66-49-51E 178.267', S62-3-45E 2061.811', S57-58-35E 231.801', S53-53-33E 219.186', S53-13-56E 1947.92'. Thence with the centerline of Flowes Store Rd, the following fourteen calls: N44-48-53E 1062.139', N42-22-25E 160.741', N37-21-28E 195.702', N36-49-49E 601.25', N41-38-0E 91.985', N46-54-33E 117.917', N51-39-56E 706.481', N51-15-4E 139.797', N46-39-0E 119.374', N41-48-29E 776.075', N43-18-9E 580.18', N45-10-8E 166.466', N49-33-1E 142.361', N50-24-11E 1340.666'. Thence, leaving the centerline of Flowes Store Rd, and traversing the boundaries of parcel with Parcel ID 5536-69-9075 (deed book 9736 page 261), the following seven calls: N41-48-34W 270.15', S61-12-50W 152.229', N39-4-19W 923.738', N69-52-35E 1490.412', S16-46-52W 647.373', S27-49-12W 158.201', S77-45-49E 389.377'. Thence, with the centerline of Flowes Store Rd, the following four calls: N50-24-11E 562.019', N44-24-33E 95.268', N36-1-39E 75.564', N29-31-50E 138.076'. Thence, with the centerline of Parks Lafferty Rd, the following calls: S56-13-24E 254.816', S63-53-10E 78.886', S71-23-43E 74.006', S82-4-45E 80.63', N84-19-58E 91.419', N71-20-16E 110.68', N65-41-7E 229.374', N59-35-20E 111.122', N52-13-27E 105.43', N40-7-2E 98.074', N37-43-30E 139.599', N44-18-4E 80.538', N53-53-34E 73.062', N58-17-0E 262.868', N51-20-25E 75.592', N42-44-7E 86.983', N34-49-28E 77.827', N33-29-37E 1459.756', N37-20-58E 132.782', N41-33-40E 638.528', N45-58-16E 115.904', N50-4-44E 837.576', N48-12-9E 342.795', N45-22-6E 305.437', N45-46-42E 361.444', N45-59-51E 394.861', N40-45-32E 219.116', N37-53-37E 186.558', N28-26-59E 217.202', N26-21-36E 520.821', N37-14-5E 87.224', N56-31-44E 100.733', N74-39-23E 118.098', N88-27-7E 128.519', S77-52-53E 115.775', S65-23-41E 163.453', S59-28-28E 1043.195', S59-41-58E 648.284', S62-0-45E 137.623', S68-2-6E 135.532', S72-29-34E 216.996', S74-42-36E 1100.769', S70-38-52E 150.886', S68-23-11E 669.281'. Thence, with the centerline of US Hwy 601 S, the following two calls: N2-41-49W 276.739', N0-14-2E 265.844. Thence,

with the centerline of Mill Bridge Rd, the following twelve calls: S89-26-30E 556.667', N89-1-36E 447.113', N86-51-49E 237.987', N77-37-51E 126.637', N65-23-30E 156.344', N52-14-31E 139.991', N39-34-45E 105.587', N29-19-55E 130.687', N28-3-22E 223.78', N45-49-6E 107.427', N53-56-0E 232.228', N47-0-17E 425.476'. Thence, leaving the centerline of Mill Bridge Rd, to follow the centerline of Rocky River, the following calls: S44-12-11E 298.061', N18-57-40E 1263.098', N55-37-10E 350.913', N57-36-0E 110.074', N81-11-4E 165.461', S78-53-46E 118.317', S48-9-37E 125.254', S32-6-39E 132.28', S52-10-38E 171.96', S33-6-39E 91.402', S19-6-57E 202.117', S13-4-26E 235.042', S26-5-12E 232.263', S33-20-51E 103.923', S39-17-52E 469.721', S48-42-29E 50.575', S62-36-16E 81.094', S77-7-30E 38.981', N86-7-32E 94.34', N65-36-7E 524.137', N77-43-8E 326.482', N87-13-1E 312.869', S78-30-55E 348.78', S71-27-23E 351.619'. Thence leaving the centerline of Rocky River, to cross NC Hwy 200, the following two calls: N17-21-58E 387.803', N23-33-29E 63.328'. Thence, with the northern right-of-way boundary of NC Hwy 200, N85-16-19W 204.883'. Thence, the following calls northward to the southern right-of-way boundary of Miami Church Rd: N16-23-1E 345.659', S69-8-52E 219.639', N20-1-57E 372.792', S65-41-34E 305.21', N3-37-32W 3332.436', N0-56-29W 448.811', N10-27-15W 443.985', S59-22-21W 502.644', N30-29-3W 1209.08', N42-16-29E 2712.191', N78-35-13E 2159.789', S55-31-35E 188.829', N2-1-27E 601.625', N17-55-10E 731.287', N31-17-15W 774.072', N55-14-29E 601.295', N45-13-20E 707.2'. Thence, following the southern right-of-way boundary of Miami Church Rd, the following four calls: S61-20-59E 174.859', S67-36-3E 121.463', S78-19-51E 109.141', S83-54-14E 112.398. Thence, leaving the southern right-of-way boundary of Miami Church Rd to the northern boundary of Miami Church Rd, N18-29-40W 54.448', to end at a point at the northeast corner of the road right-of-way of Miami Church Rd and Joe Bost Rd with coordinates of 159163.747' East and 585772.375' North. The preceding traverse was not generated from a certified survey.

IN WITNESS WHEREOF, the Mayors of the participating cities execute this Agreement in duplicate, to become effective as provided in paragraph 4 hereinabove, this the _____ day of _____, 2021.

CITY OF MIDLAND

By: _____
, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF CONCORD

By: _____
William C. Dusch Mayor

ATTEST:

Kim Deason City Clerk

APPROVED AS TO FORM:

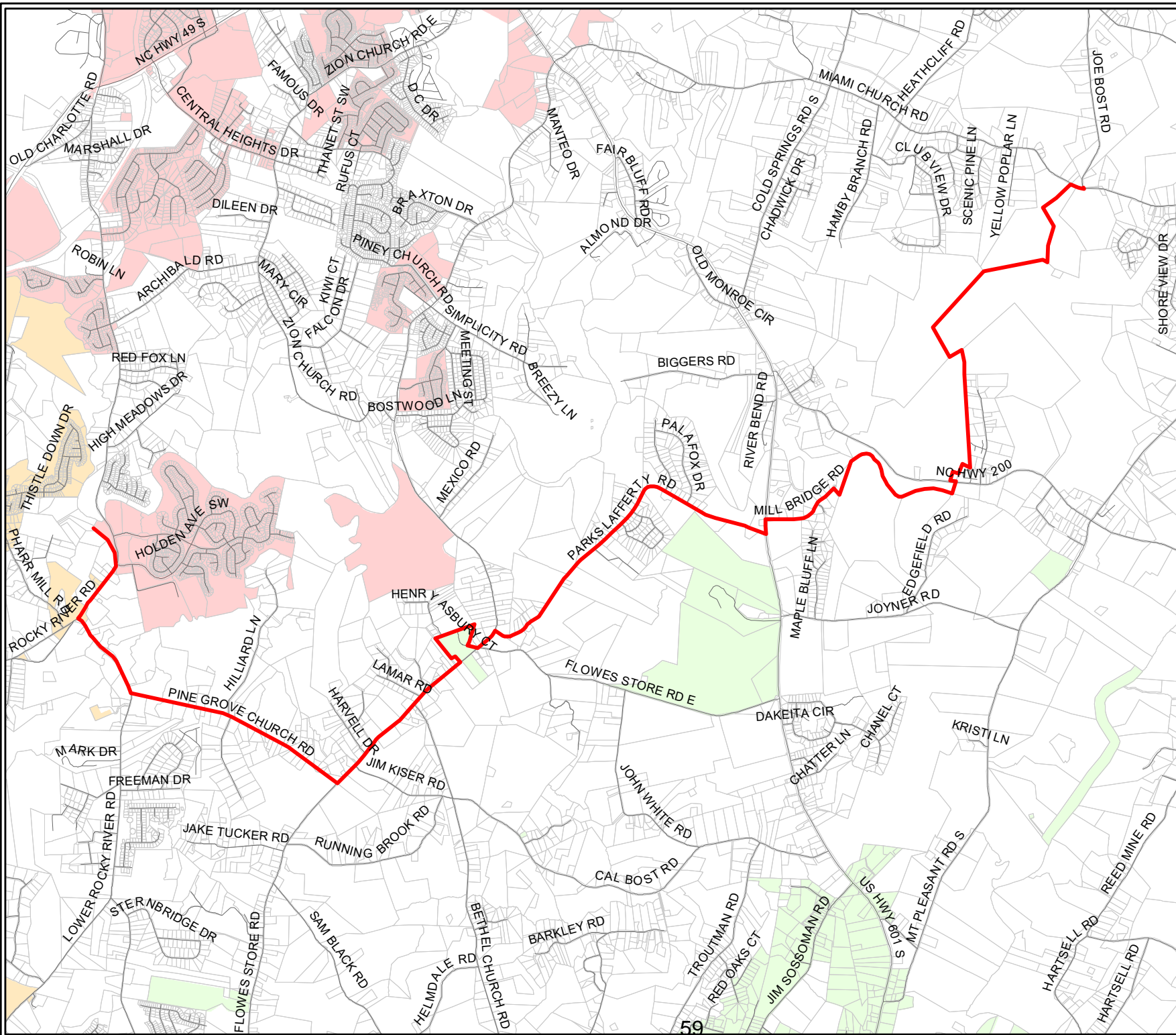
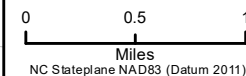
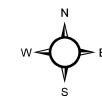
VaLerie Kolczynski
City Attorney

Concord/Midland

Annexation Agreement Boundary Line

Legend

- Boundary Line
- Streets
- ▭ Parcels
- ▭ Concord
- ▭ Town of Harrisburg
- ▭ Town of Midland
- ▭ Cabarrus Co.



AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th 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	
100-4323100	1% Local Gvt Opt Sls Tx	8,312,716	8,421,258	108,542
Total				<u>108,542</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5987000	Transfer to Project Fund	192,300	300,842	108,542
Total				<u>108,542</u>

Reason: To appropriate excess sales tax revenue to project fund for streetscape costs.

Adopted this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan Listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc (Dec)</u>
285-4361000				
285-4361000	Investment Earnings	\$1,168,055	\$2,323,861	\$1,155,806
8150-5987000				
8150-5987000	To Capital Projects	\$7,317,846	\$8,473,652	\$1,155,806

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The projects authorized are General Capital Projects for Streetscape.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501285				
430-4501285	From Gen Cap Reserve	6,853,362	8,009,168	1,155,806
430-4501100				
430-4501100	From General Fund	2,669,272	2,777,814	108,542
430-4501610				
430-4501610	From Electric	26,826	329,586	302,760
430-4501620				
430-4501620	From Water	1,122,467	1,771,829	649,362
430-4501640				
430-4501640	From Sewer	184,182	250,427	66,245
Total				<u>2,282,715</u>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811082				
8804-5811082	Future Projects	293,806	0	(293,806)
8804-5811272				
8804-5811272	Streetscape	8,118,122	10,694,643	2,576,521
Total				<u>2,282,715</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 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 10th 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	
640-4406000	Retained Earnings-Sewer	104,365	170,610	66,245
620-4406000	Retained Earnings-Water	4,427,251	5,076,613	649,362
610-4406000	Retained Earnings-Electric	1,448,018	1,750,778	302,760
Total				1,018,367

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7420-5987000	Transfer to Project Fund	1,778,130	1,844,375	66,245
7340-5987000	Transfer to Project Fund	3,456,859	4,106,221	649,362
7200-5987000	Transfer to Project Fund	19,500	322,260	302,760
Total				1,018,367

Reason: Appropriate utility fund reserves for transfer to streetscape project.

Adopted this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



UNION STREETScape IMPROVEMENTS PROJECT

UNION STREETScape IMPROVEMENTS COST TIMELINE

Estimate of Probable Cost – October 2019, \$5.96M

Internal efforts by Planning, Engineering, Water, Electric, Transportation and Buildings & Grounds put a Cost Estimate together based on the Conceptual Sketch of Option 1 presented during the Streetscape Demonstration Project.

Engineering Contract – April 2020, \$528k

Following the selection of the Engineering Firm, McGill Associate was awarded the contract to complete the Construction Document Phase of the project. The Project Cost was increased to account for the established Design/Engineering and additional Surveying Fees bringing the total project cost estimate to \$6.49M.



UNION STREETScape IMPROVEMENTS COST TIMELINE



60% Opinion of Cost – March 2021, \$10.8M

During the FY21-22 Budgeting process the 60% Opinion of Cost completed by McGill Associates was used to appropriate additional funds to the Streetscape Project. At this point a more complete design and survey of existing conditions gave a better understanding of what the project costs would be. The scope of work increased to include removal of existing utilities, additional fiber conduit, stormwater relocation to Market Street effectively adding streetscape elements to Barbrick Avenue.

UNION STREETScape IMPROVEMENTS COST TIMELINE

Construction Bidding – Summer/Fall 2021, \$12.54M

The Union Streetscape Improvement Projects went out to Bid with Submissions due by August 31st, 2021, there was only one Submission. The Project was rebid with Submissions due by September 28th, 2021. Two submissions were received with the low bid by Sealand Contractors at \$12.54M.

Value Engineering Bid – November 2021, \$11.46M

Staff worked extensively to evaluate the Bid and Value Engineer items while maintaining the integrity of the project. This effort reduced the Contractor's Bid by \$1.08M to \$11.46M which includes a 10% Contingency (\$1,042,185.34). Total project cost, including funds already spent/encumbered, comes to \$13.37M.

UNION STREETSCAPE IMPROVEMENTS COST HISTORY

Date	Timeline	Const. Cost	Total Cost
October 2019	Estimate of Probable Cost		\$5.96M
April 2020	Contract w/ McGill Assoc.		\$528k (FY20)
March 2021	60% Opinion of Cost	\$8.81M	\$10.80M (FY21)
September 2021	Construction Bidding	\$12.54M	\$14.30M
November 2021	Value Engineering Bid	\$11.46M	\$13.37M
New Project Total Cost (10% Cont.)			\$13,373,571.18

UNION STREETSCAPE IMPROVEMENTS COST BREAKDOWN

Streetscape Item	Cost Breakdown
Design/Surveying (Spent)	\$528,096.44
Intellistreets Lighting (Encumbered – Under Estimate)	\$865,764.00
Retaining Wall	\$100,000.00
Streetscape Furniture (On Estimate)	\$54,537.00
Ornamental Railing	\$150,000.00
Construction Administration (Under Estimate)	\$211,135.00
Sealand Contractors VE Bid	\$11,464,038.74
Total	\$13,373,571.18

UNION STREETScape IMPROVEMENTS CONSTRUCTION

Department/Funding Source	Current Balance	VE Bid w/ Contingency	Difference
Wastewater	\$405,105.00	\$471,350.00	(\$66,245.00)
Water	\$1,969,534.00	\$2,618,896.50	(\$649,362.50)
General	\$4,693,164.56	\$5,928,729.29	(\$1,235,564.73)
Electric	\$1,410,232.00	\$1,712,992.05	(\$302,760.05)
Stormwater	\$902,446.00	\$732,070.90	\$170,375.10
	Total	\$11,464.038.74*	(\$2,083,557.18)

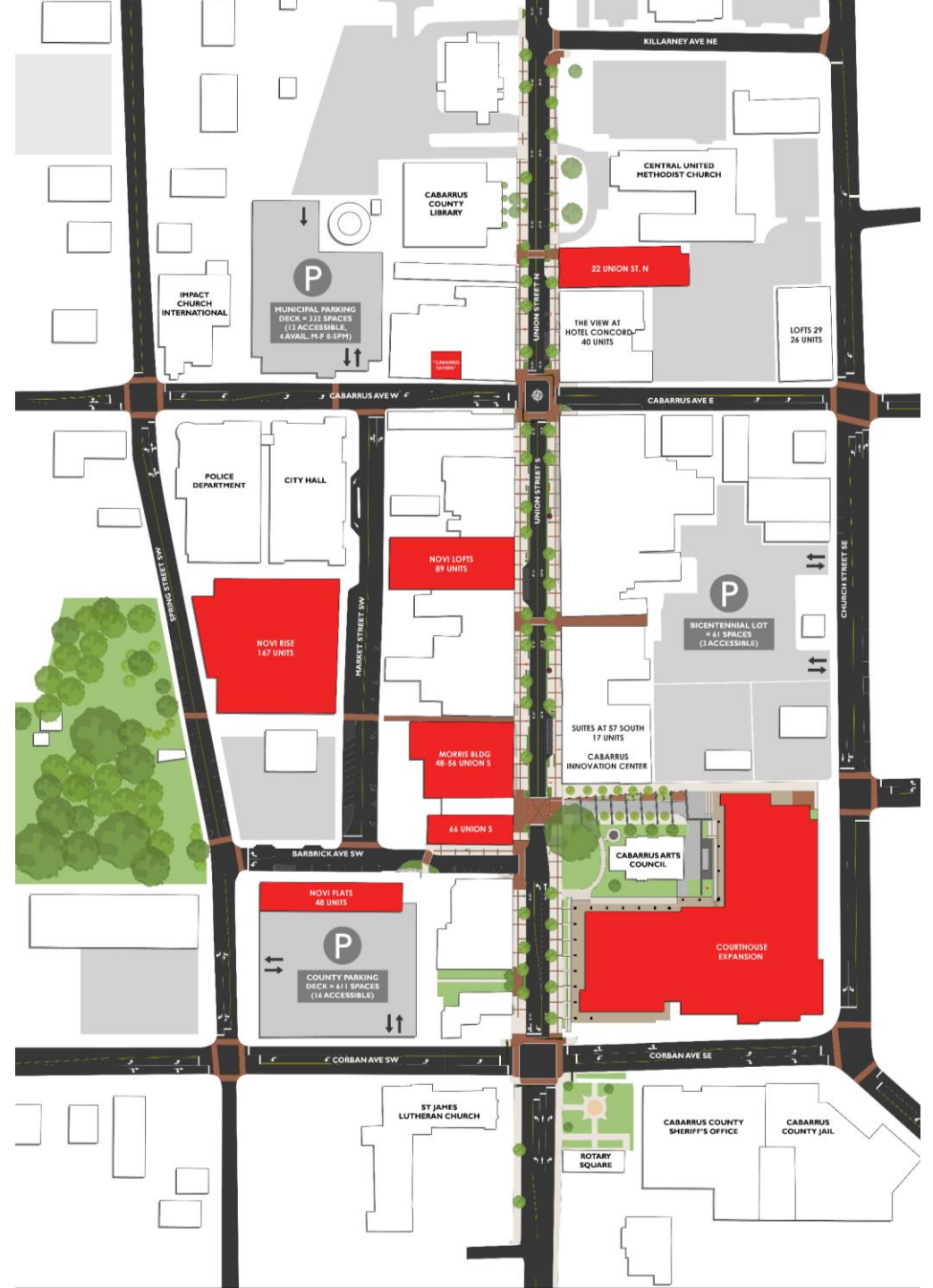
*Includes a 10% Contingency of \$1,042,185.34

DOWNTOWN INVESTMENTS

(PROJECTS UNDERWAY)

1. 22 Union St N
2. Cabarrus Tavern
3. Novi Lofts (26 Union St S)
4. Morris Building
5. Novi Rise (30 Market St)
6. 66 Union St S
7. Novi Flats (25 Barbrick Ave)
8. Courthouse Expansion
9. Means Plaza
10. Union Streetscape

Total Investments equal \$205M
not including 22 Union St N.



Meeting Date

December 9th, 2021

Public Art Master Plan Consultant Staff Report

Approve recommendation for the Public Art Master Plan Consultant, to be hired by City of Concord for Master Plan contract, following a national search; and approve City Manager, to sign a contract in the amount of \$60,000 for this project from previously allocated funds.

The City of Concord Public Art Committee recommends nominee firm, Todd Bressi, Public Art Planning Consultant and his partners: Amina Cooper and Maya Curtis, for approval by City Council, to conduct and lead the City in a Public Art Master Planning process and to craft a resulting Master Plan. Contract would begin in December, 2021 with intended termination date of October, 2022.

The Public Art Committee met Thursday, Nov. 18th and received a presentation from the Public Art Master Plan Search Committee, regarding the candidate selection from responses to the City's Public Art Master Plan Request for Qualifications (RFQ). After Discussion, The Public Art Committee then unanimously voted to forward a recommendation to City Council, in favor of approving Mr. Bressi and his team as the selected Consultant for the City of Concord's new Public Art Master Plan.

The Search Committee had reviewed the seven (7) responses from across the nation, and through follow-up questions and responses, narrowed the selection down to two (2) semi-finalist firms. Both firms were interviewed by the Search Committee via Zoom in early November. At the conclusion, the Search Committee unanimously agreed to recommend Consultant, Todd Bressi and his team. The Search Committee felt the nominated team "presented a thorough and compelling Application, and then won us over in their interview with superior responsiveness, terrific preparation, thoughtful answers and great energy." They provided the Public Art Committee with a summary of Mr. Bressi's qualifications and why he was selected. Some other members of the Public Art Committee who had reviewed the initial, 42-page application of Bressi & Co, also made comments in support.

The firm is eminently qualified, with dozens of similar Public Art Master Plan processes and documents for other cities, successfully completed over the past 13 years. References at three other cities of similar scale to Concord were phoned; all had glowing recommendations to give. Todd Bressi, Principal started his career with an Urban Planning degree and brings Planning expertise and the understanding of government processes and NC laws to the table along with public art expertise. He is based in Philadelphia. Amina Cooper, partner, is based in Charlotte, administrating Public Art for the Charlotte-Douglas Airport; her focus on Equity in public art practice, and experience in large-scale Community Outreach and input using equitable practices, is another strength. Both are familiar with issues that can arise for any community undertaking creation of a Public Art program and vision, for the first time.

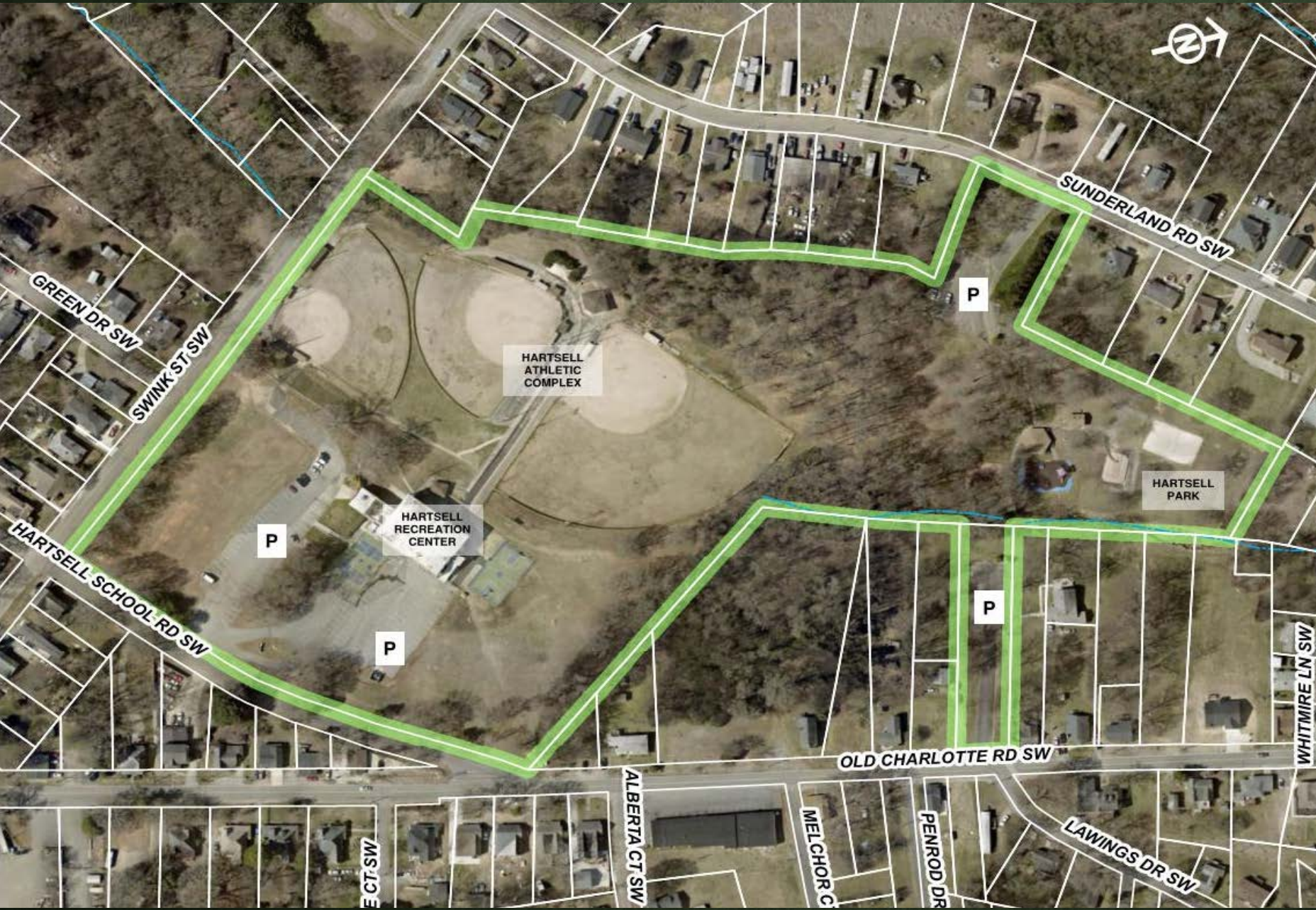
PA Committee Chairwoman Noelle Scott will present the recommendation for the Public Art Master Plan Consultant before City Council at their Thursday, December 9th meeting.

Hartsell Park Master Plan

CONCORD, NORTH CAROLINA



December, 2021





Hartsell Park - Master Plan⁷⁶

Concord, NC
November 1, 2021



PUBLIC INPUT SUMMARY

Age Breakdown

- 36-45 (33%)
- 26-35 (22%)
- 46-55 (16%)
- 56-65 (16%)

HH with Children under 18

- 41% with one
- 37% with two
- 16% with three
- 7% with four or more

HH with Family over 65

- 73% with one
- 22% with two
- 5% three or more



PUBLIC INPUT SUMMARY

Favorite Park Feature

- Ballfields (39%)
- Rec. Center (38%)
- Playground (36%)
- Open Spaces (28%)
- Basketball Courts (23%)
- Shelter (17%)
- Pickleball (9%)

Current Park Participation

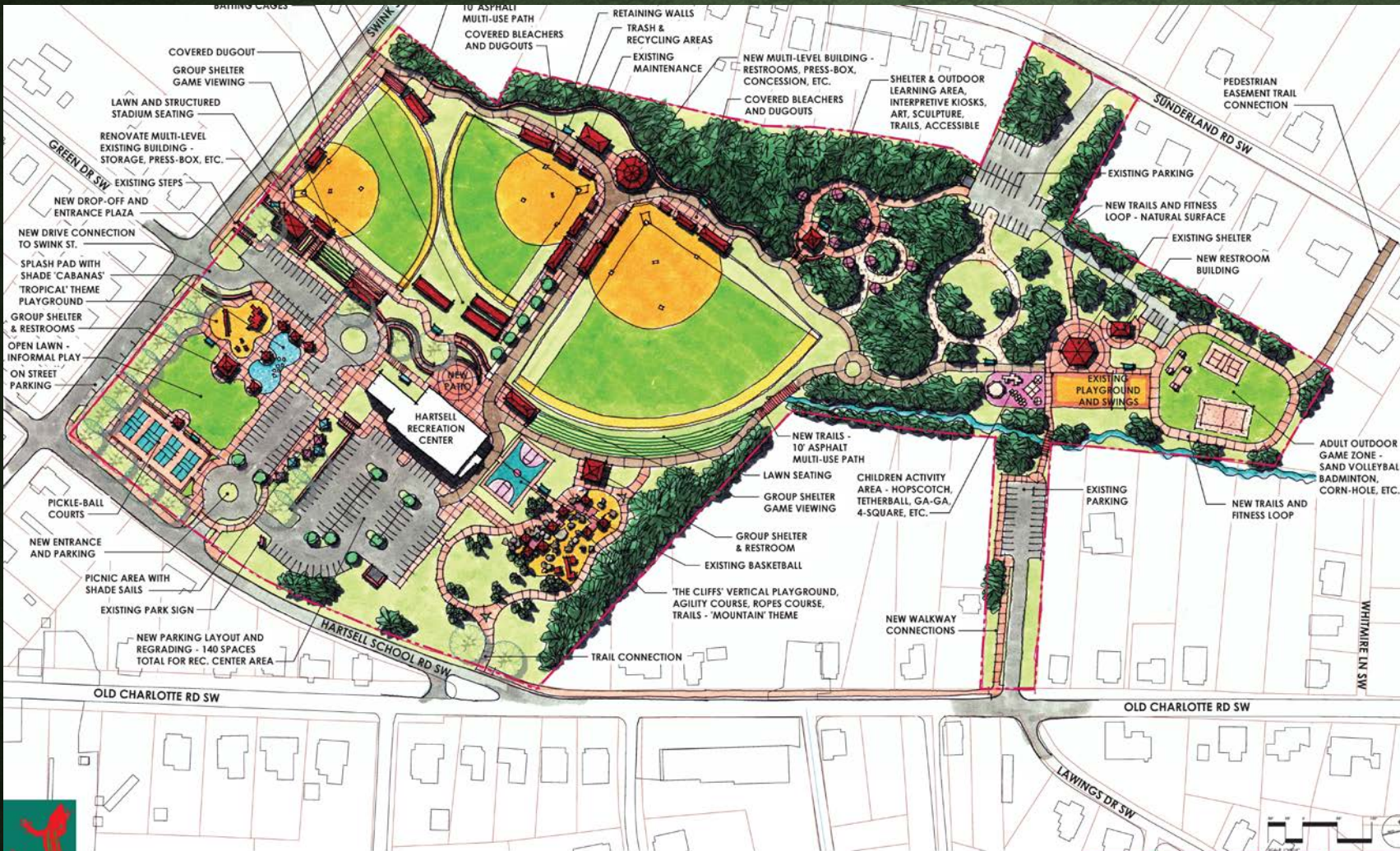
- Walking/Jogging (36%)
- Playground (34%)
- Baseball (32%)
- Reserve Shelter Events (18%)
- Basketball Leagues (16%)
- Softball Leagues (15%)
- Have not visited (14%)
- Picnics (13%)
- Outdoor Basketball (12%)
- Adult Fitness Classes (12%)



Hartsell Park - Master Plan
Concord, NC
November 1, 2021

Concord
NORTH CAROLINA
PARKS & RECREATION

viz
Urban Design
Land Planning
Landscape Architecture
www.viz.design



PUBLIC INPUT SUMMARY

Ranked Requests

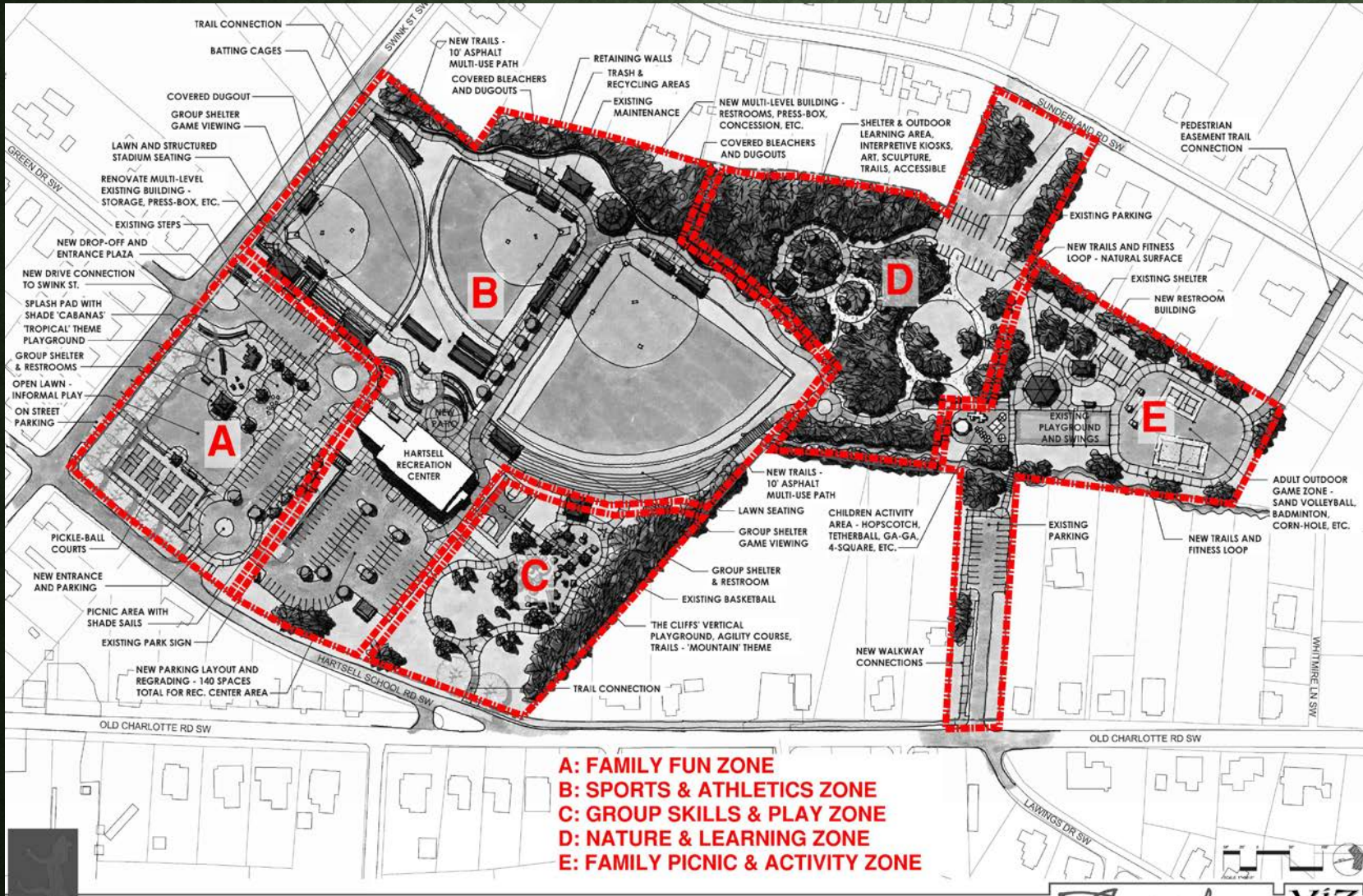
1. Trails & Connectivity - 28
2. Splash Pad/Pool - 27
3. Ballfield Upgrades - 24
4. Playgrounds - 17
5. Security/Visibility - 14
6. More shelters/seating - 13
7. Rec. Center - 10
8. Open Space - 9
9. Shade & Trees - 8
10. Gardens - 6



Hartsell Park - Master Plan
Concord, NC

November 1, 2021

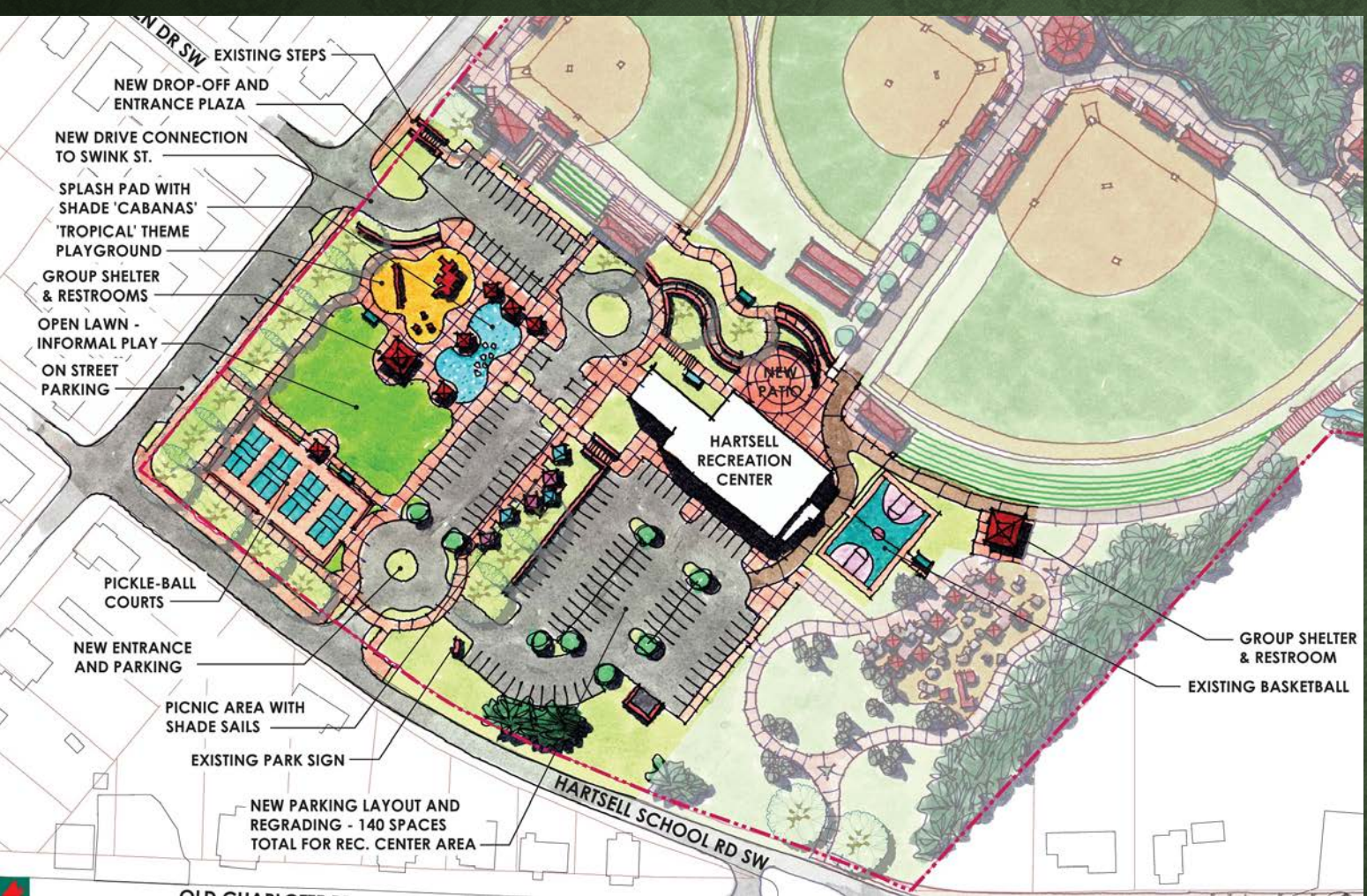


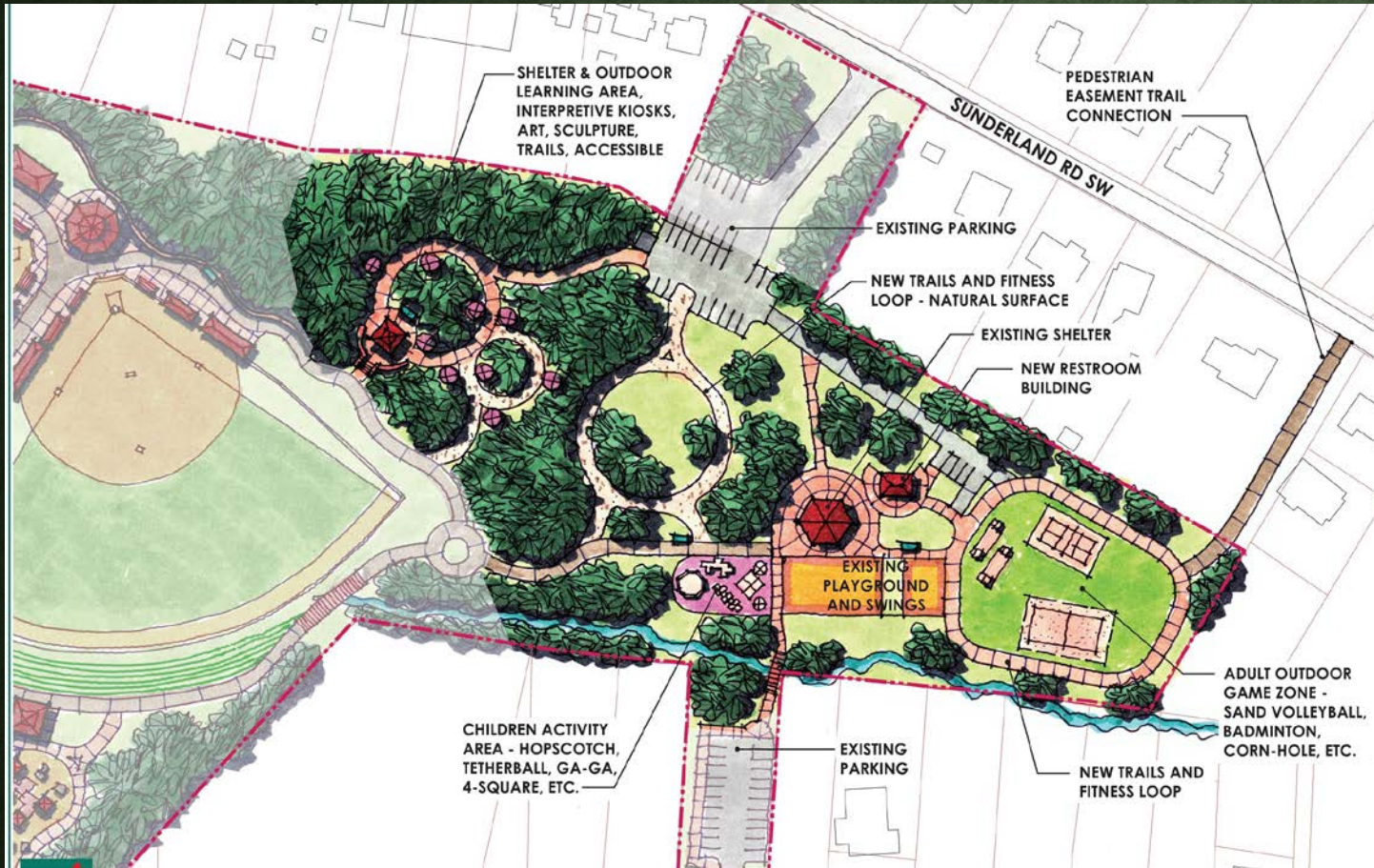


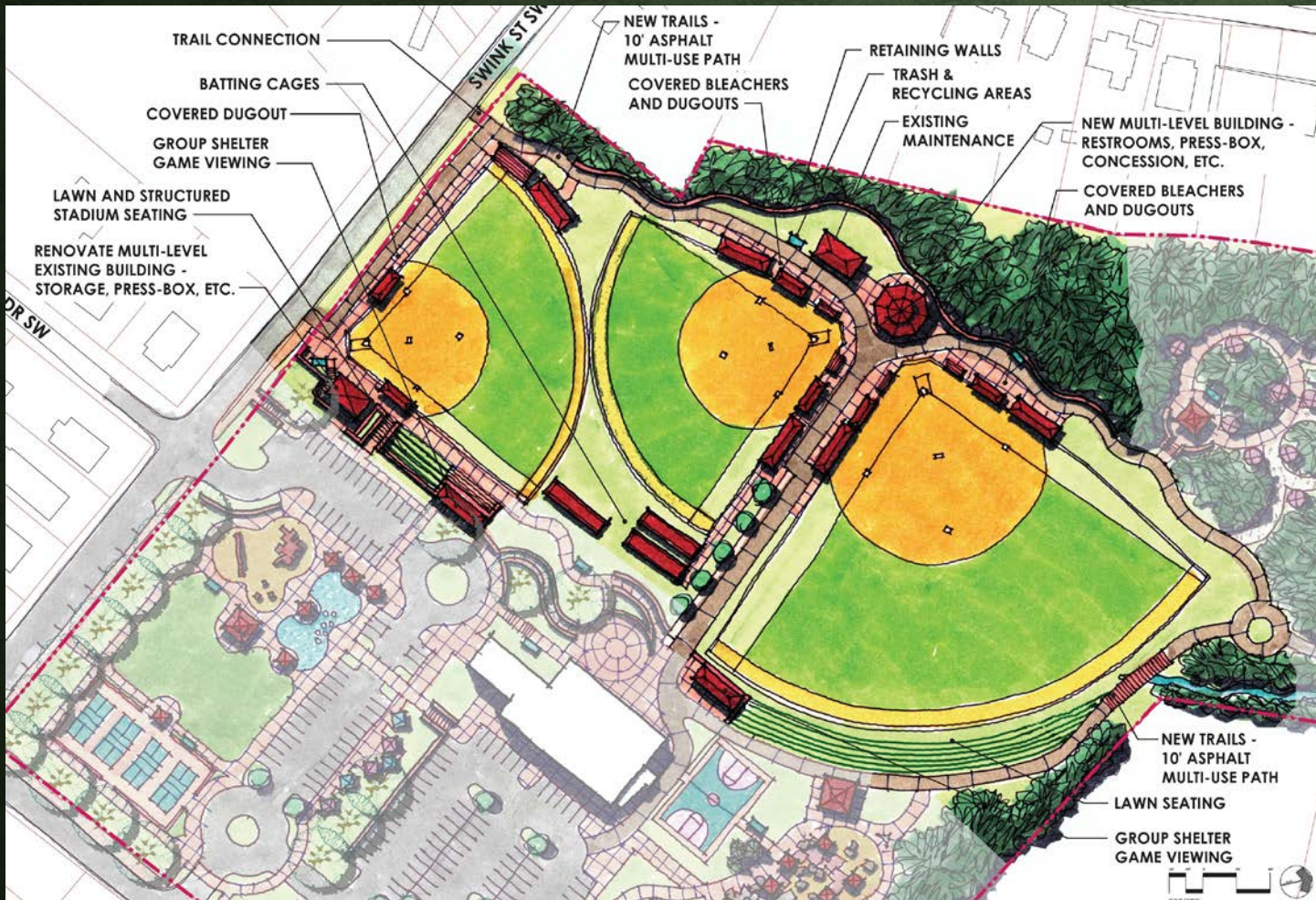
PUBLIC INPUT SUMMARY

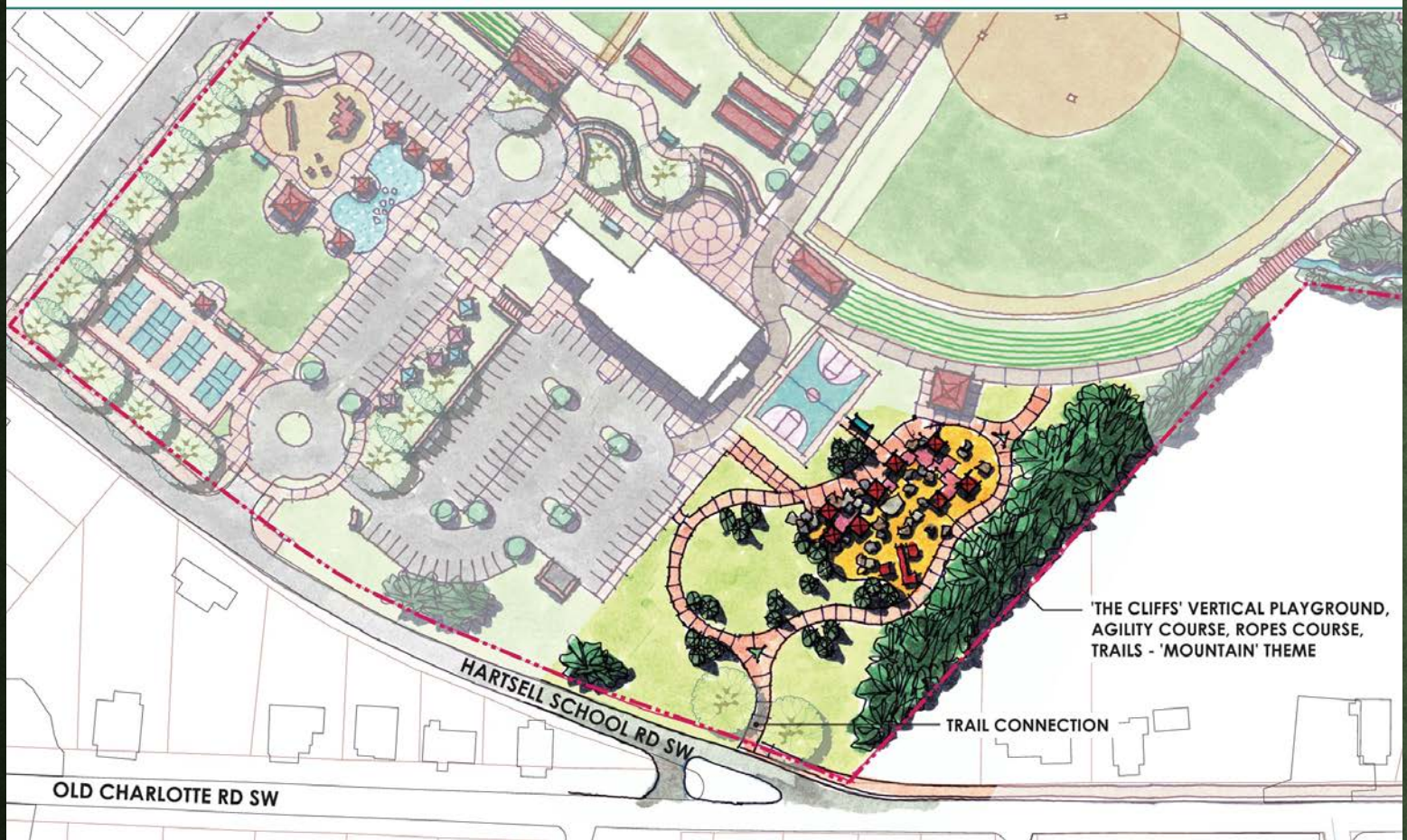
ZONE RANKS

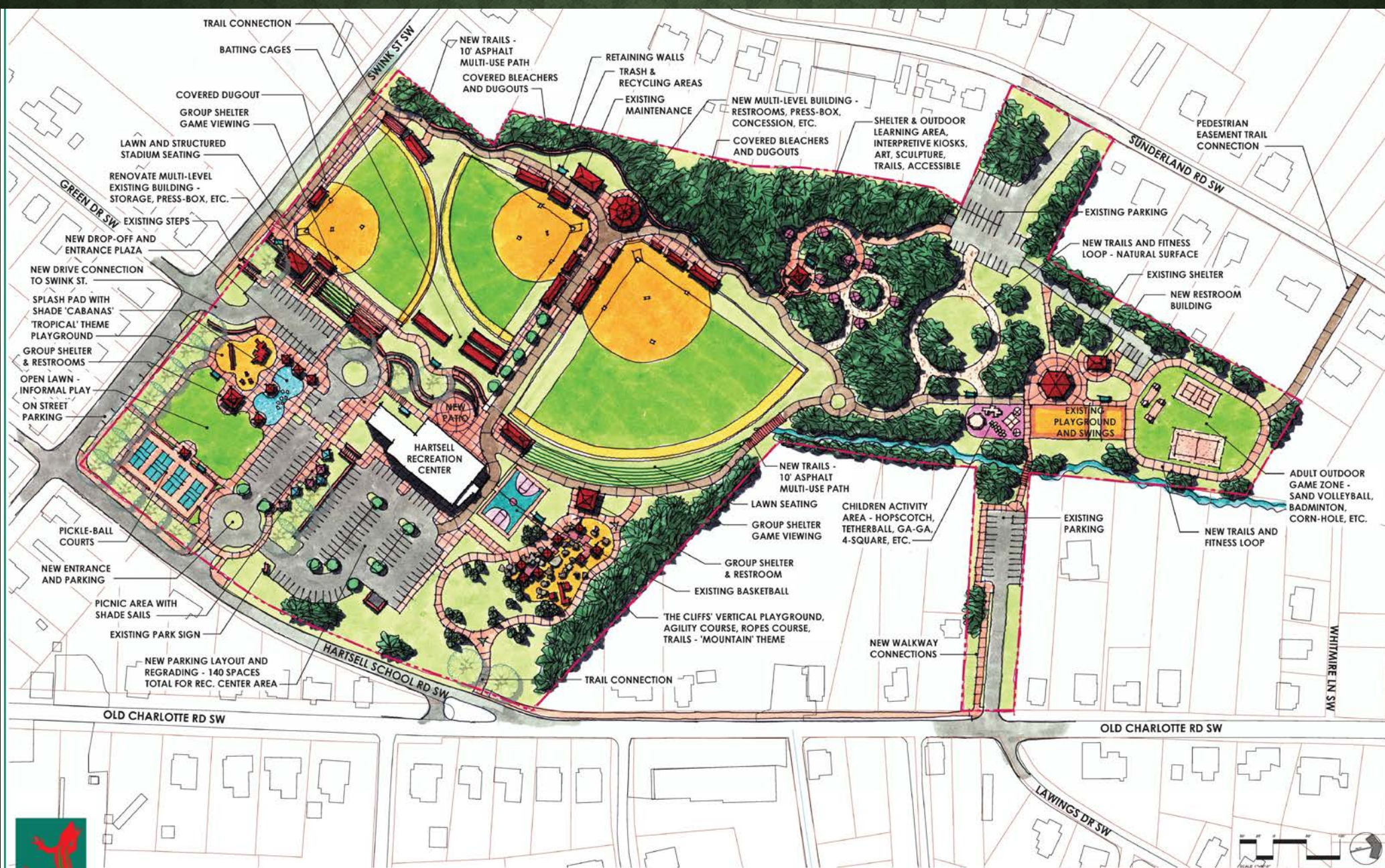
- Family Fun Zone - 88%
- Picnic & Activity Zone - 79%
- Sports & Athletics Zone - 74%
- Nature & Learning Zone - 70%
- Group Skills & Play - 68%











Hartsell Park - Master Plan⁸⁵

Concord, NC
November 1, 2021



McEachern GW - Land Acquisition

BEVERLY HILLS PARK

GRANDVIEW DR NE

DEVERON PL NE

HUNTINGWOOD PL NE

MCCOPPIN CT NE

MCCREADY ST NE

Samuel Franklin Davis Properties (3.454 acres)

KINGS CREEK CT NE

WINDSOR PL NE

TETBURY AVE NE

MIRAMAR ST NE

CABARRUS COUNTY (Concord High School)

CAMROSE CIR NE

MIRAWOOD TRL NE

BIRCHWOOD TRL NE

BROOKWOOD AVE NE

STADIUM DR NE

Recently approved/purchased

MADISON AVE NE

KITE CT NE

AMERICAN AVE NE

HAMILTON DR NE

NORMAN PT NE

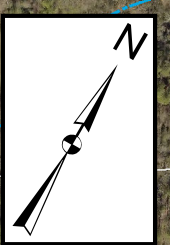
DALEY CIR NE

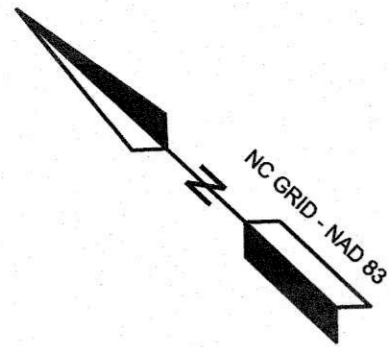
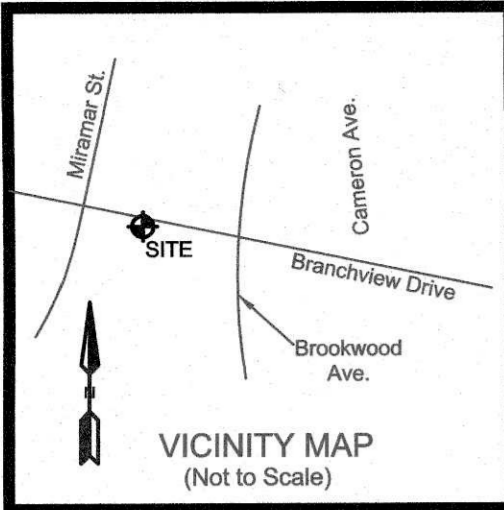
End of Existing McEachern Greenway

BRANCHVIEW DR NE

CAMERON AVE NE

0 250 500 1,000 Feet





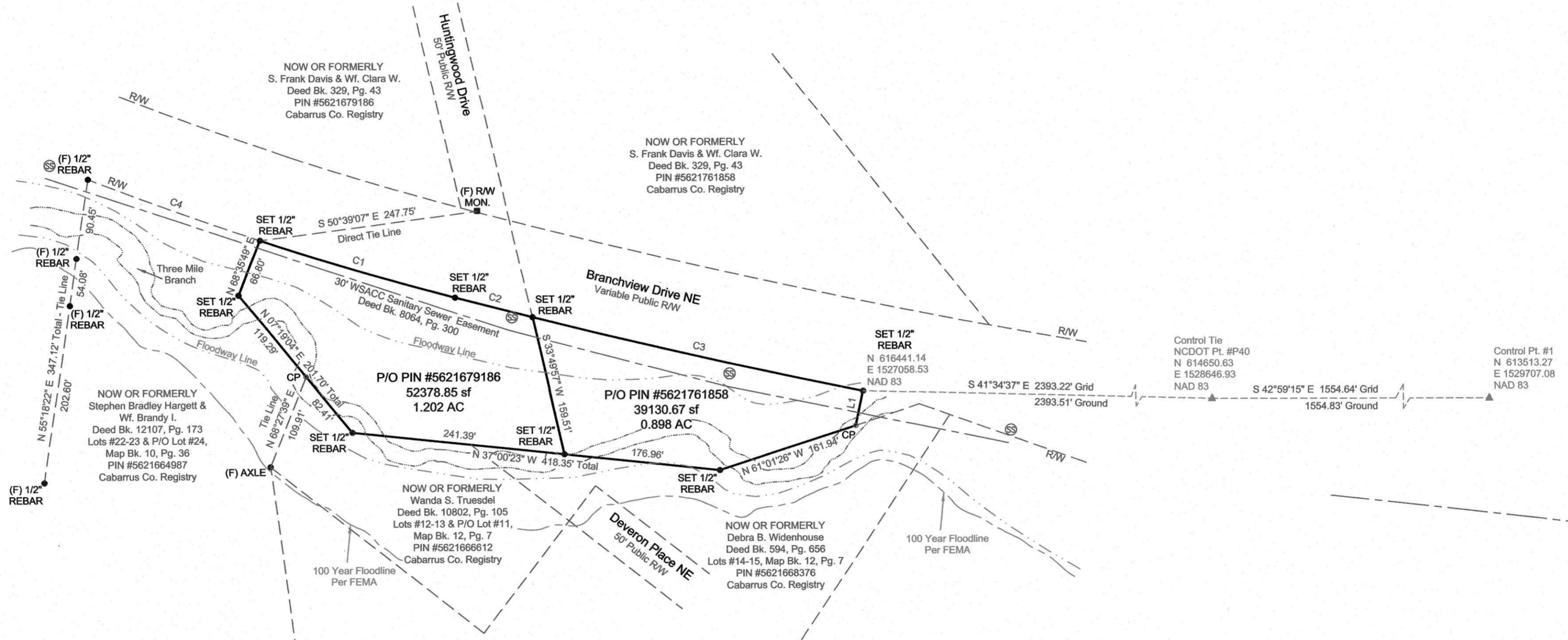
Total Area
91509.52 sf
2.101 AC

Curve	Radius	Arc	Chord	Chord Bearing
C1	3869.72'	229.81'	229.77'	S 26°36'54" E
C2	8235.11'	90.32'	90.32'	S 28°37'50" E
C3	8235.11'	383.66'	383.63'	S 30°16'46" E
C4	3869.72'	206.84'	206.82'	S 23°22'57" E

Line	Bearing	Distance
L1	S 58°23'09" W	40.00'

LEGEND

- RW - RIGHT OF WAY
- (F) - FOUND
- (B) - BENT
- a/s - AS SHOWN
- CP - CALCULATED POINT
- (D) - DISTURBED
- ⊙ - SANITARY SEWER MANHOLE



NOTES:

- * Deed Reference - Deed Bk. 329, Pg. 43 S. Frank Davis & Wf. Clara W. Dated May 2, 1963 Recorded in Cabarrus Co. Registry
- * Map Reference - 1.444 AC - Branchview Drive NE Dated March 17, 2020 Map Bk. 85, Pg. 108 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
- * 1/2" rebar set at all corners unless otherwise noted.
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 329, page 43, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 2nd day of February, A.D., 2021.

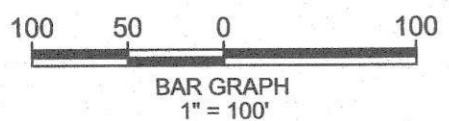
R. Scott Dyer
R. Scott Dyer, PLS #4444



I, R. Scott Dyer, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: B
2. Positional Accuracy: 0.04
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Dates of Survey: November 23, 2020
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99987732
8. Units: US Survey Feet

R. Scott Dyer
R. Scott Dyer, PLS #4444 Date 2/2/21

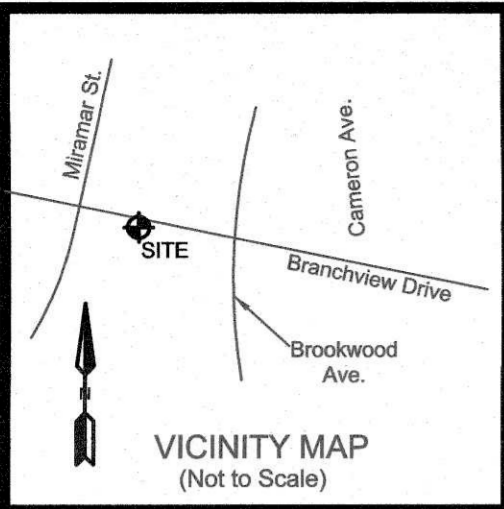


NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

DATE	REVISION	BY

Prepared for: City of Concord Parks & Rec.
2.101 AC - Branchview Drive NE
City of Concord Cabarrus County, NC
BOUNDARY SURVEY

DATE	DRAWN BY
February 2, 2021	S. Kimrey
SCALE	CHECKED BY
1" = 100'	S. Dyer
NLS NO.	SHEET
19171	1 OF 1

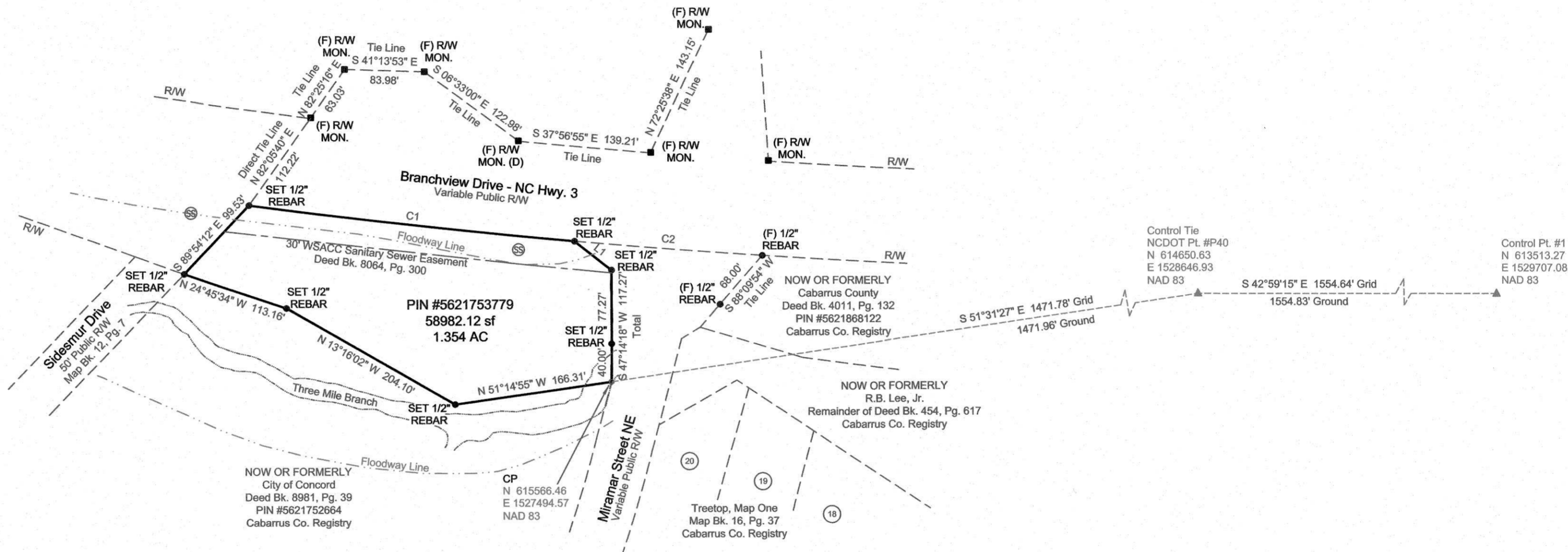


Curve	Radius	Arc	Chord	Chord Bearing
C1	8235.11'	344.96'	344.94'	S 36°43'27" E
C2	8235.11'	198.26'	198.25'	S 38°36'50" E

Direct Tie Line

Line	Bearing	Distance
L1	S 04°54'56" E	49.42'

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - CP - CALCULATED POINT
 - (D) - DISTURBED
 - ⊗ - SANITARY SEWER MANHOLE

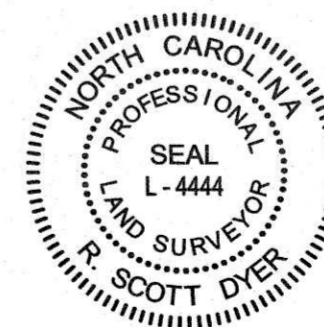


NOTES:

- * Deed Reference - Deed Bk. 329, Pg. 43 S. Frank Davis & Wf. Clara W. Dated May 2, 1963 Recorded in Cabarrus Co. Registry
- * Map Reference - 1.444 AC - Branchview Drive NE Dated March 17, 2020 Map Bk. 85, Pg. 108 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
- * 1/2" rebar set at all corners unless otherwise noted.
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I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 329, page 43, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 2nd day of February, A.D., 2021.

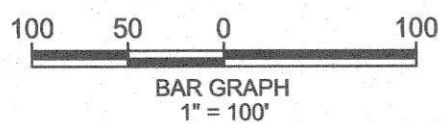
R. Scott Dyer
 R. Scott Dyer, PLS #4444



I, R. Scott Dyer, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: B
2. Positional Accuracy: 0.04
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Dates of Survey: November 23, 2020
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99987732
8. Units: US Survey Feet

R. Scott Dyer
 R. Scott Dyer, PLS #4444 2/2/21 Date



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

DATE	REVISION	BY

Prepared for: City of Concord Parks & Rec.
1.354 AC - Branchview Drive NE
 City of Concord Cabarrus County, NC
BOUNDARY SURVEY

DATE	DRAWN BY
February 2, 2021	S. Kimrey
SCALE	CHECKED BY
1" = 100'	S. Dyer
NLS NO.	SHEET
19171	1 OF 1

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$698,490	\$762,705	\$64,215
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$2,067,192	\$2,002,977	\$(64,215)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-McEachern Hospital Phase**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

SECTION 1. The projects authorized are the projects included for the McEachern-Hospital Phase Greenway.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
420-4501280				
420-4501280	Transfer from P&R Reserve	\$921,346	\$985,561	\$64,215
				<u>\$64,215</u>

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

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8300-5811018				
8300-5811018	McEachern-Hospital Phase	\$881,300	\$945,515	\$64,215
	Total			<u>\$64,215</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$1,014,860	\$1,072,085	\$57,225
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$1,750,822	\$1,693,597	\$(57,225)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Irish Buffalo Creek Greenway**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

- SECTION 1. The projects authorized are the projects included for the Irish Buffalo Creek Greenway.
- SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.
- SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
420-4501280				
420-4501280	Transfer from P&R Reserve	\$1,237,716	\$1,294,941	\$57,225
				<u>\$57,225</u>

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

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8300-5811055				
8300-5811055	Irish Buffalo Creek	\$141,255	\$198,480	\$57,225
Total				<u>\$57,225</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**ALIGNMENT
OPTIONS**

- 1: 5620-73-3239 (0.93 Ac)
- 2: 5620-73-5202 (0.63 Ac)
- 3: 5620-72-4958 (0.60 Ac)
- 4: 5620-73-5069 (0.26 Ac)
- 5: 5620-73-6142 (0.08 Ac)

1

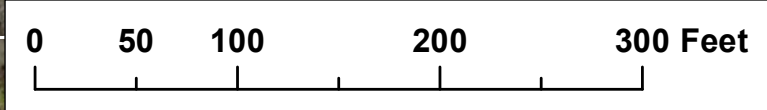
2

5

4

3

MELROSE DR SW



93

**OVERALL ACRES
+/- 3.58**

- 1: 5620-73-3239 (0.93 Ac)
- 2: 5620-73-5202 (0.63 Ac)
- 3: 5620-72-4958 (0.60 Ac)
- 4: 5620-73-5069 (0.26 Ac)
- 5: 5620-73-6142 (0.08 Ac)

1

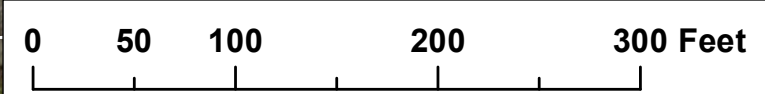
2

5

4

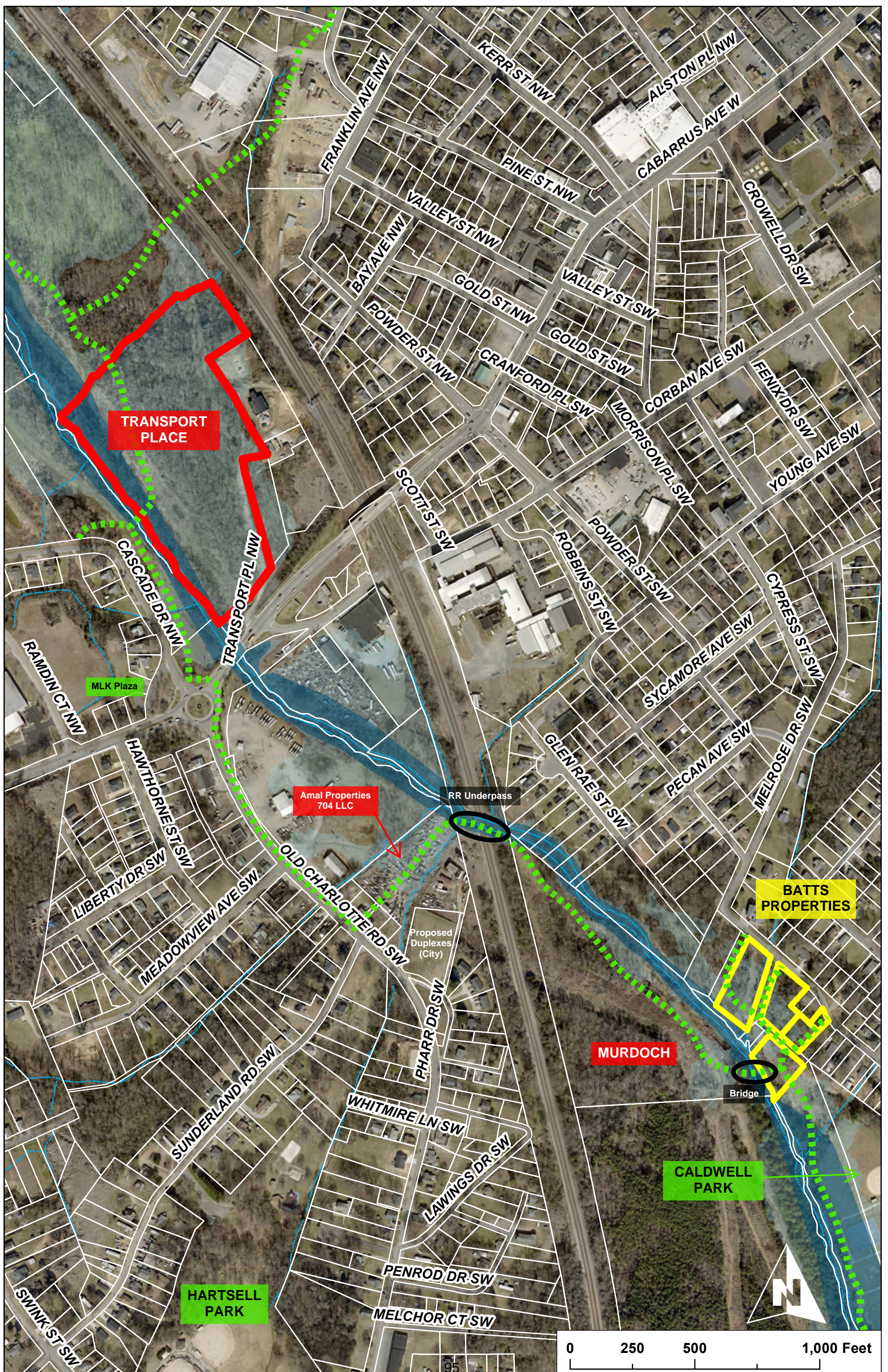
3

**MURDOCH
PROPERTY
(In Process)**



**EXISTING
CALDWELL
PARK**

MELROSE DR SW



TRANSPORT PLACE

MLK Plaza

Amal Properties
704 LLC

RR Underpass

BATTS PROPERTIES

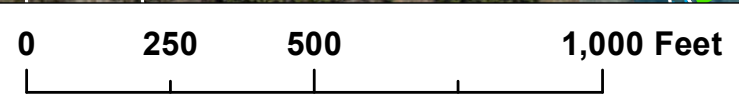
MURDOCH

Bridge

CALDWELL PARK

HARTSELL PARK

Proposed Duplexes
(City)



CMAQ Target Allocations:

Fiscal Year 2022

	FY 2022
FY2022 Federal CMAQ Apportionment ¹	\$ 53,525,032
2% SPR Setaside	\$ 52,454,531
90% Obg. Limit	\$ 47,209,078
Total Assumed CMAQ State Allocation³	\$ 47,209,078

Area	Pollutants	2010 Estimated NA Area Population ³	Weighting Factors ⁴	Adjusted Population	Percent (%)	FY 2022 Target	Adjusted FY 2022 Target	Notes
NCDOT Allocation ⁵					45%	\$ 21,244,085	\$ 20,934,005	
MPO/RPO Allocation ⁷					55%	\$ 25,964,993	\$ 26,275,074	
						\$ 47,209,078	\$ 47,209,078	
Catawba Region								
Hickory MPO	PM _{2.5}	158,524	1.00	158,524	2.86%	\$ 742,736	\$ 742,736	No adjustments
Great Smoky Mountain National Park Region								
Land of Sky RPO	Ozone (1997)	554	1.00	554	0.01%	\$ 2,596	\$ 100,000	See note 8
Southwestern RPO	Ozone (1997)	3,342	1.00	3,342	0.06%	\$ 15,658	\$ 100,000	See note 8
Metrolina Region								
Cabarrus-Rowan MPO	Ozone (2008,1997)	323,384	1.00	323,384	5.84%	\$ 1,515,158	\$ 1,515,158	No adjustments
Charlotte Regional TPO	Ozone (1997, 2008), CO					\$ 7,643,550	\$ 7,643,550	No adjustments
	Mecklenburg County Ozone (1997, 2008), CO	919,628	1.44	1,324,264	23.90%	\$ 6,204,602		
	All Other Areas Ozone (1997, 2008)	255,932	1.20	307,118	5.54%	\$ 1,438,948		
Gaston Cleveland Lincoln MPO	Ozone (1997, 2008)	287,839	1.00	287,839	5.19%	\$ 1,348,618	\$ 1,348,618	No adjustments
Rocky River RPO	Ozone (1997, 2008)	19,469	1.00	19,469	0.35%	\$ 91,218	\$ 100,000	See note 8
Rocky Mount Region								
Rocky Mount MPO	Ozone (1997)	88,797	1.00	88,797	1.60%	\$ 416,042	\$ 416,042	No adjustments
Upper Coastal Plain RPO	Ozone (1997)	128,751	1.00	128,751	2.32%	\$ 603,240	\$ 603,240	No adjustments
Triad Region								
Burlington-Graham MPO	Ozone (1997), PM _{2.5}	16,844	1.00	16,844	0.30%	\$ 78,920	\$ 100,000	See note 8
Greensboro MPO	PM _{2.5}	376,308	1.00	376,308	6.79%	\$ 1,763,123	\$ 1,763,123	No adjustments
High Point MPO	PM _{2.5}	254,257	1.00	254,257	4.59%	\$ 1,191,275	\$ 1,191,275	No adjustments
Winston-Salem MPO	CO, PM _{2.5}	382,904	1.00	382,904	6.91%	\$ 1,794,028	\$ 1,794,028	No adjustments
NW Piedmont RPO	Ozone (1997)	326	1.00	326	0.01%	\$ 1,527	\$ 100,000	See note 8
Triangle Region								
Capital Area MPO	Ozone (1997), CO					\$ 5,849,447	\$ 5,849,447	No adjustments
	Wake County Ozone (1997), CO	900,993	1.20	1,081,192	19.51%	\$ 5,065,729		
	All Other Areas Ozone (1997)	167,271	1.00	167,271	3.02%	\$ 783,718		
Durham-Chapel Hill-Carrboro MPO	Ozone (1997), CO					\$ 2,194,011	\$ 2,194,011	No adjustments
	Durham County Ozone (1997), CO	267,587	1.2	321,104	5.79%	\$ 1,504,477		
	All Other Areas Ozone (1997)	147,169	1.00	147,169	2.66%	\$ 689,534		
Kerr Tarr RPO	Ozone (1997)	107,840	1.00	107,840	1.95%	\$ 505,265	\$ 505,265	No adjustments
Triangle RPO	Ozone (1997)	44,518	1.00	44,518	0.80%	\$ 208,581	\$ 208,581	No adjustments
Totals		4,852,237		5,541,776	100%	\$ 47,209,078	\$ 47,209,078	

Footnotes:

- 1 Source - <https://www.fhwa.dot.gov/fastact/estfv20162020apports.pdf>
- 3 Source - GIS Analysis of 2010 Census Population, 2010 Census Adjusted MPO & RPO Boundaries & EPA Pollutant Shapefiles
- 4 See "Table 2: SAFETEA-LU CMAQ Apportionment Factors" tab; Source - http://www.fhwa.dot.gov/ENVIRONMENT/air_quality/cmaq/policy_and_guidance/2013_guidance/index.cfm
- 5 45% of NC CMAQ Apportionment, per NCDOT Guidelines
- 7 55% of NC CMAQ Apportionment, per NCDOT Guidelines
- 8 Per minimum CMAQ target allocation guidelines, a minimum yearly allocation will be guaranteed for any AQ region whose yearly allocation resulting from this formula is less than \$100,000 to ensure that each AQ region can program at least one CMAQ project that meets the \$100,000 minimum project amount during the TIP update cycle. Funds deducted from NCDOT Allocation to meet this \$100,000 min threshold.



CMAQ PROJECT APPLICATION

FOR NCDOT USE ONLY	
APP ID	STIP ID

IN ORDER TO BE CONSIDERED A COMPLETE APPLICATION PACKAGE, ALL FIELDS MUST BE APPROPRIATELY COMPLETED & REQUIRED ADDITIONAL INFORMATION AS NOTED MUST BE ATTACHED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

GENERAL PROJECT INFORMATION

1 SELECT CMAQ PROJECT TYPE

PO Allocation	Competitive	DOT Allocation
---------------	-------------	----------------

2 SELECT MPO/RPO(S)

Burlington-Graham MPO	Gaston-Cleveland-Lincoln MPO	Land of Sky RPO	Triangle RPO
Cabarrus-Rowan MPO	Greensboro MPO	NW Piedmont RPO	Unifour RPO
Capital Area MPO	Hickory MPO	Rocky Mount MPO	Upper Coastal Plain RPO
Charlotte Regional TPO	High Point MPO	Rocky River RPO	Winston-Salem MPO
Durham-Chapel Hill-Carrboro MPO	Kerr-Tar RPO	Southwestern RPO	

3 PROJECT SPONSOR INFORMATION

Agency			
Contact Name			
Contact Title			
Address			
Telephone		Email Address	

4 PROJECT INFORMATION

Title	
Description	

Include project details, proposed improvements, purpose, need, how it will provide service, who are the primary stakeholders & where it will operate & serve. Attach a sketch design plan of the proposed project which shows the general location.

PROJECT COSTS & DELIVERY SCHEDULE

5 APPLICABLE PROJECT PHASES, FUNDING & YEARS

- CMAQ projects are awarded by State Fiscal Years (FY). FY runs from July 1st of the previous year to June 30th of the current year. For example, FY 2020 is from July 1, 2019 through June 30, 2020.
- Cost estimates should reflect anticipated inflation compounded annually at 5% from the current calendar year.
- Minimum 20% match is required for most projects. See 23 U.S.C. §120 paragraph (c) for listing of safety projects that may be funded at up to 100% Federal share.
- In the case of purchasing alternative fueled vehicles (AFV) for general governmental use, CMAQ funding is limited to the cost difference between standard and AFV vehicles. For example, a 2020 Ford Escape lists for \$27,000 and a 2020 Ford Escape Hybrid lists for \$33,000. The total CMAQ-eligible funding for purchase of this AFV would be: \$33,000 - \$27,000 = \$6,000 (subject to local match).

Check box if this project is not typical 80/20 split. The minimum split is 80/20.

Phases(s)	CMAQ Amount	Matching Amount	Total	FY
Planning, Engineering & Design				
Right-of-Way				
Construction				
Transit Operation				
Transit Implementation				
Non-transit Implementation				
Project Total				

6 ANTICIPATED PROJECT MILESTONE DATES

* Milestone dates must coordinate with funding schedule in Section 5.
 * Planning & environmental document; plans, specifications & estimate package; and right of way certification must be complete prior to let date.

Milestone(s)	Month/Year
Planning & Environmental document to be complete:	
Plans, Specifications & Estimate package to be complete:	
Right-of-Way acquisition to begin:	
Anticipated let date (opening of bids):	
Anticipated completion date of project (including project close-out & reimbursement of all eligible expenses):	

7 LIST THE SOURCE(S) OF MATCHING FUNDS:

8 TRANSIT START-UP INFORMATION
 Operation assistance under CMAQ is intended to help start up viable new transportation services that will benefit air quality and eventually cover their own costs. *This funding is limited to three years.* Other funding sources should supplement & ultimately replace CMAQ funds for operation assistance. Briefly describe how funding will be secured to continue the program after year three.
 (ATTACH ADDITIONAL SHEET(S) IF NEEDED)

GENERAL PROJECT INFORMATION

9 SELECT NC NONATTAINMENT/MAINTENANCE COUNTY(IES):

* Indicates partial county AQ designation

Cabarrus	Davidson	Edgecombe	Gaston	Haywood*	Lincoln	Orange	Swain*
Catawba	Davie	Forsyth	Granville	Iredell*	Mecklenburg	Person	Union
Chatham*	Durham	Franklin	Guilford	Johnston	Nash	Rowan	Wake

10 SELECT CMAQ-ELIGIBLE IMPROVEMENT TYPE (check all that apply):

Transportation Control Measures	Extreme Low-Temperature Cold Start Programs
Alternative Fuels	Congestion Relief & Traffic Flow Improvements
Transit Improvements	Bicycle/Pedestrian Facilities & Programs
Transportation Management Associations	Carpooling & Vanpooling
Freight/Intermodal	Diesel Engine Retrofits
Idle Reduction	Training
Travel Demand Management	Public Education & Outreach Activities
I/M Programs	Experimental Pilot Projects

11 IF TRANSPORTATION CONTROL METHOD, CHECK THE ALLOWABLE TYPE(S):

<p>Programs/ordinances to facilitate non-automobile travel, provision/utilization of mass transit & general reduction of the need for single occupancy vehicle (SOV) travel, as part of transportation planning & development efforts of a locality, including programs & ordinances applicable to new shopping centers, special events & other centers of vehicle activity</p>
<p>Programs for improved public transit</p>
<p>Restriction of certain roads or lanes to, or construction of such roads or lanes for use by, passenger buses or HOV</p>
<p>Employer-based transportation management plans, including incentives</p>
<p>Trip-reduction ordinances</p>
<p>Traffic flow improvement programs that reduce emissions</p>
<p>Fringe & transportation corridor parking facilities serving multiple-occupancy vehicle programs or transit services</p>
<p>Multiple-occupancy vehicle programs or transit service</p>
<p>Programs to limit/restrict vehicle use in downtown areas/other areas of emission concentration during peak periods</p>
<p>Programs for the provision of all forms of high-occupancy, shared-ride services</p>
<p>Programs to limit portions of road surfaces/certain sections of metro area to the use of non-motorized vehicles or pedestrian</p>

Programs for secure bicycle storage facilities & other facilities, including bicycle lanes in both public & private areas
Programs to control extended idling of vehicles
Reducing emissions from extreme cold-start conditions
Employer-sponsored programs to permit flexible work schedules
Public Education & Outreach Activities

12 IF TRANSIT IMPROVEMENT, SPECIFY HOW SERVICE WILL BE IMPROVED:

New facilities associated with a service increase	New vehicles used to expand the transit fleet
Operating assistance for new service (limit three years)	Fare subsidies as part of program to limit exceedances of NAAQS

13 EMISSIONS REDUCTION CRITERIA

QUANTITATIVE analysis of air quality impacts is required for most project types. **QUALITATIVE** analysis is only allowable when it is not possible to accurately quantify emissions benefits, such as public education, marketing & other outreach efforts, which can include advertising alternatives to SOV travel, employer outreach & public education campaigns. The qualitative analysis should be based on a reasoned & logical determination that the project/program will decrease emissions & contribute to attainment or maintenance of NAAQS. The primary benefit of these activities enhanced communication & outreach that is expected to influence travel behavior & air quality.

• **Indicate the type of analysis completed:** Quantitative Qualitative

For QUANTITATIVE analyses, list the expected daily emissions BEFORE and AFTER project implementation:

Pollutant	Daily Emissions Before (kg)	Daily Emission After (kg)	Daily Emissions Reduction (kg)
Carbon Monoxide (CO)			
Volatile Organic Compounds (VOC)			
Oxides of Nitrogen (NOx)			
Particulate Matter (PM2.5)			
Carbon Dioxide equivalent (CO ₂ e)			
Total Daily Emissions (kg)			

• **Describe the method used to estimate the emissions reduction and show calculations: (ATTACH ADDITIONAL SHEET(S) IF NEEDED)**

14 MISCELLANEOUS

For construction of trails, has the Department of Interior been contacted	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Is the fare/fee subsidy program part of a broad program to reduce emissions	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Will the ITS project conform to the National ITS architecture	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A

15 SUPPORTING INFORMATION CHECK LIST

Check supporting information included as attachment(s) to this application:

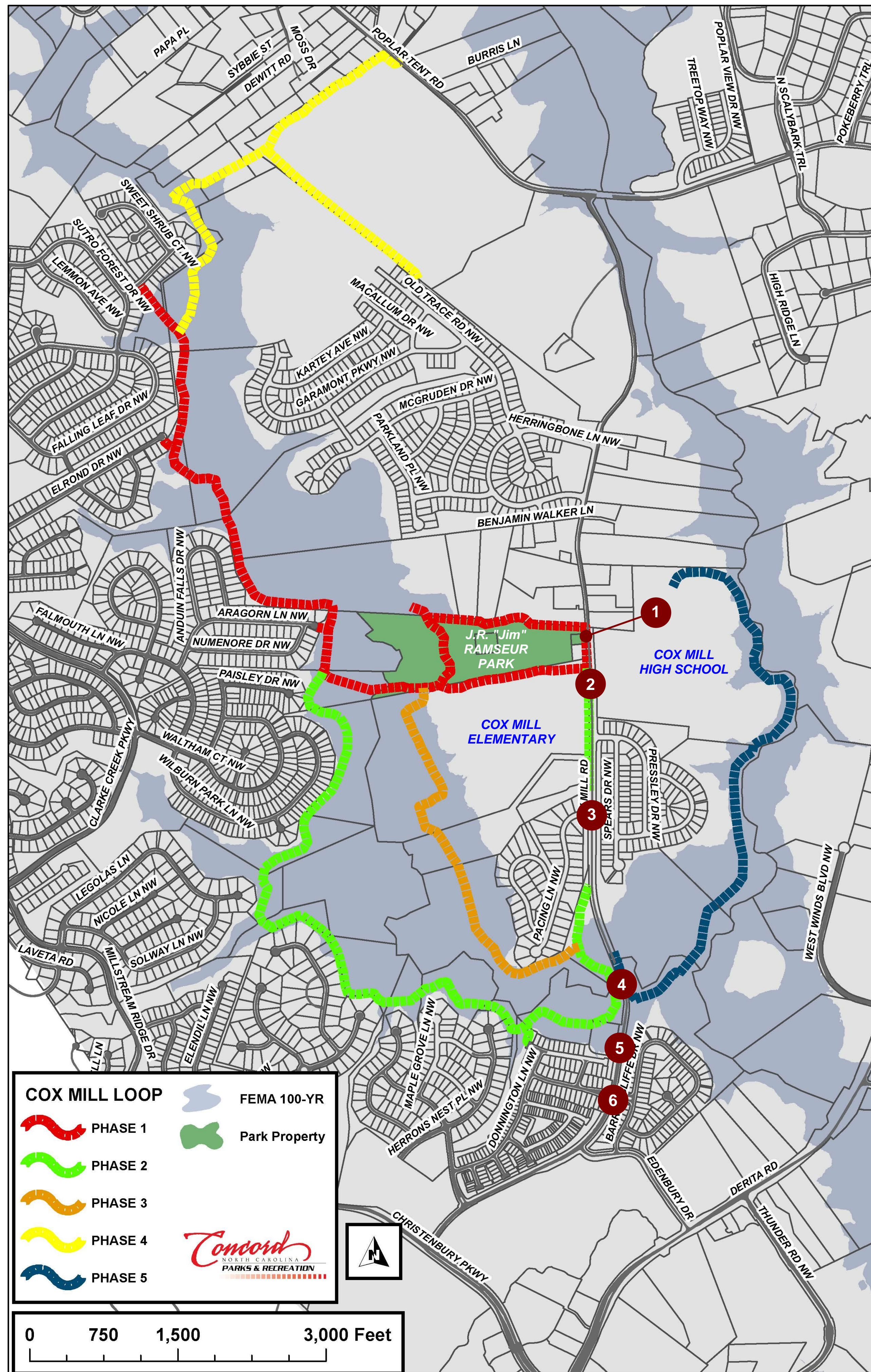
MPO/RPO Support Resolution (Required for PO ALLOCATION proposals)
Additional project description and/or details
Map of general project location
Complete emissions calculations
Any assumptions used
Other, please specify:

16 MPO/RPO PRIORITY INFORMATION (OPTIONAL)

This project has been prioritized by the MPO/RPO and received the following ranking among all CMAQ requests:

17 SUBMIT



- 1) SAVE APPLICATION AND ALL ATTACHMENTS IN A SINGLE PDF DOCUMENT
- 2) Upload application as single PDF document to CMAQ Sharepoint Website



BID TABULATION
HARTSELL RECREATION CENTER GREENWAY
 BIDS RECEIVED NOVEMBER 22nd, 2021, 2:00 PM

Hartsell Recreation Center Greenway								
No.	Item: NCDOT Section or Reference #	Description	QTY.	Units	Ike's Construction		Carolina Siteworks	
					Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	800	Mobilization	1	LS	\$37,212.00	\$37,212.00	\$5,600.00	\$5,600.00
2	801	Construction Surveying	1	LS	\$8,050.00	\$8,050.00	\$6,875.00	\$6,875.00
3	1607	Gravel Construction Entrance	2	EA	\$1,725.00	\$3,450.00	\$2,770.00	\$5,540.00
4	SP-01	Traffic Control	1	LS	\$1,150.00	\$1,150.00	\$2,800.00	\$2,800.00
5	SP-02, 03	Comprehensive Grading	1	LS	\$36,625.00	\$36,625.00	\$65,900.00	\$65,900.00
6	265	Select Granular Material	100	CY	\$64.00	\$6,400.00	\$95.00	\$9,500.00
7	230	Borrow Excavation	75	CY	\$46.00	\$3,450.00	\$28.00	\$2,100.00
8	225-4	Undercut Excavation	100	CY	\$46.00	\$4,600.00	\$23.60	\$2,360.00
9	1016	Select Material Class VI (#57 Stone), placed and compacted	150	TN	\$34.50	\$5,175.00	\$68.50	\$10,275.00
10	1056	Geotextile for Soil Stabilization, Table 1056-1 type4	2200	SY	\$1.50	\$3,300.00	\$3.50	\$7,700.00
Erosion Control								
11	1605	Silt Fence	1750	LF	\$2.90	\$5,075.00	\$3.70	\$6,475.00
12	SP-04	Silt Fence Outlets	5	EA	\$115.00	\$575.00	\$390.00	\$1,950.00
13	300, 305	15" RCP Under Trail	25	LF	\$184.00	\$4,600.00	\$92.00	\$2,300.00
14	SP-06	Storm Drain Inlet Protection	10	EA	\$316.00	\$3,160.00	\$300.00	\$3,000.00
15	1631	Matting for erosion control (Excelsior Curlex or equivalent)	200	SY	\$2.00	\$400.00	\$4.00	\$800.00
16	SP-05	Removal and replacement of 150' of existing 15" corrugated HDPE storm drain pipe from J.B. #2 to C.B. #7, new drop inlet between J.B. #1 and J.B. #2	1	LS	\$12,000.00	\$12,000.00	\$21,860.00	\$21,860.00
Trail								
17	520	NCDOT Aggregate Base Course (ABC)	740	TN	\$40.50	\$29,970.00	\$58.00	\$42,920.00
18	610	Asphalt surface course (2" thick), Type S9.5B	160	TN	\$200.00	\$32,000.00	\$165.00	\$26,400.00
19	848	5' Sidewalk Tie to Existing	120	SY	\$83.00	\$9,960.00	\$83.00	\$9,960.00
20	SH-7	Bollards	4	EA	\$700.00	\$2,800.00	\$1,100.00	\$4,400.00
21	1660	Seeding and Mulching	1	AC	\$6,900.00	\$6,900.00	\$3,200.00	\$3,200.00
22	SH-7	Greenway entrance monument sign	1	LS	\$4,500.00	\$4,500.00	\$5,600.00	\$5,600.00
ESTIMATED TOTAL					\$221,352.00		\$247,515.00	
10% CONTINGENCY					\$22,135.20		\$24,751.50	
TOTAL ESTIMATED COST					\$243,487.20		\$272,266.50	

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



 11-22-2021

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Hartsell Park 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 adopted/amended:

SECTION 1. The projects authorized are the projects included for the Hartsell Park 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 completion of the projects:

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811057				
8300-5811057	Hartsell Park Improvements	\$85,000	\$249,488	\$164,488
8300-5811098				
8300-5811098	P&R Connectivity Plan	\$350,000	\$185,512	<u>(\$164,488)</u>
	Total			\$0

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

NORTH CAROLINA

CONCORD / KANNAPOLIS

THIS AMENDED JOINT INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the **CITY OF CONCORD** and the **CITY OF KANNAPOLIS**, municipal corporations organized under the laws of the State of North Carolina located in Cabarrus and Rowan Counties, North Carolina.

W I T N E S S E T H:

WHEREAS, the parties hereto have the power pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone, or to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

WHEREAS, the City of Concord (“Concord”), the City of Kannapolis (“Kannapolis”) and the Cabarrus Rowan Metropolitan Planning Organization (“MPO”) commissioned studies of the feasibility and implementation of operating a fixed route transit system within Cabarrus/South Rowan counties (the “Area”); and

WHEREAS, an MPO Advisory Committee recommended an Interlocal Agreement as the mechanism for effecting the partnership of the two cities; and

WHEREAS, Concord and Kannapolis desire through this Interlocal Agreement to establish a centrally governed and managed system of fixed route public transportation service for the Area;

NOW, THEREFORE, Concord and Kannapolis mutually agree as follows:

I. **Purpose.** The purpose of this Agreement is to establish a public transportation system for the Area. This Agreement will provide the organizational, financial, and administrative structure for a public transportation system to serve the citizens of the Area.

II. **Concord Kannapolis Transit Commission (CKTC)**

A. **Composition.** A public body known as the CKTC shall be responsible for fulfilling the public transportation system's purpose. The CKTC shall consist of both voting and non-voting members. The governing body of Concord shall appoint two voting members, and the governing body of Kannapolis shall appoint two voting members. All voting members appointed by a governing body shall be duly elected and currently seated members of the governing body.

The CKTC shall appoint or provide for the appointment of one non-voting representative of the North Carolina Department of Transportation.

B. **Term of Office.** Subject to the provisions of Paragraph II.A, each member of the CKTC shall serve a three-year term and may be eligible for reappointment.

C. **Vacancies.** Any vacancy on the CKTC shall be filled by the governing body responsible for appointing the member whose seat has been vacated or by the CKTC. Any member filling a vacant term shall serve the remainder of the unexpired term.

D. **Chairperson.** In addition to the four voting members described in Paragraph II.A, the Mayor of Concord shall serve as CKTC Chairperson in odd-numbered calendar years and the Mayor of Kannapolis shall serve in this role during even-numbered calendar years. The change in CKTC Chairperson shall occur at the first CKTC regular meeting

following January 1 of each year. The Chairperson shall preside over all meetings of the CKTC.

- E. **Quorum**. A majority (3 of 5) of the voting membership of the CKTC shall constitute a quorum sufficient for the transaction of business. The voting membership shall include the Chairperson. In the event that the Chairperson is unable to attend, they may designate a Chair Pro Tem during their absence.
- F. **Meetings**. The CKTC shall schedule meetings not less than once per quarter at a time and place to be determined by the CKTC.
- G. **CKTC Meeting Minutes**: Rider Transit staff shall be responsible for maintaining accurate CKTC meeting minutes.
- H. **Compensation**. Members of the CKTC shall be entitled to reimbursement for their expenses incurred in connection with service to the CKTC, but shall not receive salaries, per diems, or any other forms of compensation.
- I. **Responsibilities**.
 - a. To recommend entering into contracts for the provision of professional services.
 - b. To recommend to Concord and Kannapolis the purchase, lease or acquisition of vehicles, equipment, materials, and supplies.
 - c. To recommend to Concord and Kannapolis the acquisition or lease of real property or personal property and the construction of public buildings and facilities.
 - d. To establish, alter, supplement, or abolish public transit routes throughout the Area.

- e. To recommend the establishment, affixation, or modification of rates, fares, fees, schedules or other charges for public transportation services throughout the Area.
 - f. To prepare, amend, or recommend the abolishment of plans for public transportation services throughout the Area.
 - g. To recommend the management, review, and approval of applications for funding assistance from Federal, State, and local agencies necessary to provide adequate funding for the operation of public transportation services.
 - h. To recommend reasonable regulations for fixed route public transportation services to Concord and Kannapolis.
 - i. To execute such further responsibilities as may be assigned of the CKTC by Concord and Kannapolis.
- J. **Transit Director**. The City Manager of Concord, with the approval of the CKTC, shall appoint a Transit Director who shall be responsible for managing and operating the public transportation system under the guidance and direction of the CKTC. The Transit Director shall work with Rider Transit staff in preparing agendas, informational reports, financial reports, action plans, and recommendations for the CKTC. The City Manager shall set the compensation of the Transit Director and conduct their annual performance evaluation with the input of the CKTC. Subject to approval by the City Manager and in accordance with budgets adopted by Concord and Kannapolis, the Transit Director shall employ staff to assist in providing public transportation services. The Transit Director and all transit staff shall be employed directly by Concord or work under a contract with Concord to provide needed services. When the Transit Director and/or the transit staff

are performing tasks that are not related to transit operations, the salary and fringe benefit costs for that non-transit time shall not be charged to the budget of the transit system.

In addition to the above, the Transit Director shall develop and submit to Concord, Kannapolis, the MPO, and the CKTC the following:

1. Proposed long-range public transportation plans;
2. Proposed annual operating budgets;
3. Proposed five-year capital programs and budgets;
4. Annual and periodic assessments of service and progress on planned activities;
and
5. Any other reports, plans, or programs as directed by the CKTC or City Manager.

K. **Quarterly Reports.** The CKTC shall prepare a report for submission to Concord and Kannapolis at the end of each quarter. At a minimum, the quarterly report shall address service levels, ridership performance, and major events or occurrences. The fourth quarter report also shall include year-end results for the CKTC.

III. **Finances**

A. **Fiscal Year.** The fiscal year for the public transportation system shall begin July 1 and end June 30 of each year.

B. **Sharing of Net Operating Costs.** Kannapolis' share of net operating costs (defined as the cost of the annual Service Provider contract and the purchase of fuel) shall be based on the proportion of hours operated within their jurisdiction compared to the hours for the entire public transportation system. Note: By mutual agreement, the net operating costs for the Concord Charlotte Express (CCX) are split 50/50 between the two cities. Net operating costs reflect Concord's receipt of all operating revenues including transit fares,

fees, rents, and state and federal transit grants. Kannapolis shall transfer their share of net operating costs to Concord within thirty (30) days of receipt of a quarterly report that indicates the amount of Kannapolis' share. The fourth quarter report to Kannapolis shall reflect the audited number of hours and overhead/administrative expenses incurred by Concord as provided for in Paragraph III.G. and shall incorporate any adjustments to previous invoices.

- C. **Budget.** Annually, the Transit Director shall submit a proposed capital and operating budget for public transportation services to Concord and Kannapolis to the CKTC for their review and approval at least sixty (60) days prior to the beginning of the public transportation system's fiscal year. The budget shall provide revenues equal to expenditures. The operating budget shall indicate the costs to be borne by Concord and Kannapolis based on the scheduled hours of operation in each city and any other cost sharing standards outlined in this document. Upon receipt of the budget, the Concord City Manager and Kannapolis City Manager shall have thirty (30) days to review the proposed budget and Managers will advise their respective cities. The CKTC shall make such adjustments to the budget as are necessary based on the anticipated funding and the City Managers' recommendation. Concord and Kannapolis shall include transit funding in their adopted budget on or before July 1 of each year for the following fiscal year.
- D. **Signature Authority and Designated Recipient.** Concord and Kannapolis hereby designate the City of Concord as the signature authority for the submission of all applications for all rural and urban funding assistance and as the designated authorized recipient of rural and urban grant assistance.

- E. **Fiscal Support.** The CKTC shall use revenues from the fare box and user charges, government grants, and appropriations made by Concord and Kannapolis. Pursuant to General Statute § 20-97 (c) of the North Carolina General Statutes, Concord and Kannapolis may each levy a municipal vehicle tax of not more than five dollars (\$5 .00) per year upon any vehicle resident in each city for financing, constructing, operating, and maintaining the public transportation system. The CKTC shall not be empowered to levy any tax. As of July 1, 2008 Concord and Kannapolis shall share the expenses for all expenses (excluding the Net Operating Costs defined above in Section III B) needed for public transportation system operations. Concord, as lead agency, shall effect these purchases according to paragraph F of this section, and shall dispose of any unneeded property in accordance with Section IV, paragraph E. The net expenses after any reimbursements or other revenue are applied shall be shared on a 50/50 basis.
- F. **Use of Funds.** Concord is authorized to use the funding in accordance with the annually adopted budget described in Paragraph III.C. herein to operate the public transportation system and for purposes including but not limited to the following:
- 1.) Employment of staff;
 - 2.) Contracts for services;
 - 3.) Procurement of equipment, materials, supplies, and vehicles following appropriate approvals; and
 - 4.) Any other purpose deemed to be necessary for the operation of the fixed route public transportation system within the approved budget.
- G. **Audit.** Concord shall arrange for an annual independent audit of financial records, including overhead and administrative expenses; operating miles and hours; and

management practices to be performed by a certified public accounting firm. The audit report shall be submitted to the CKTC, the MPO, and Kannapolis as soon as it is completed.

H. **Accounting Services.** Concord shall provide the accounting services for the public transportation system. The associated costs of a 0.5 FTE from the City of Concord Finance Department shall be included in the annual budget each year to assist with this service.

IV. **General Provisions.**

A. **Termination.** This Agreement may be terminated in writing by any party upon not less than one (1) year's prior written notice to the other party.

B. **Effective Date.** The effective date of this Agreement shall be as of the date written on the first page of this Agreement.

C. **Facilities.** Concord shall provide facilities for the CKTC, Transit Director, and administrative staff of the public transportation system until other arrangements are made by the CKTC or until the City gives not less than six (6) months prior written notice to the CKTC that such facilities are needed by the Concord. Concord shall include in the operating budget the cost of any facilities provided to the transit system to the extent that they are dedicated to transit operations. When facilities are being shared between the transit system and another Concord department, Concord shall prorate the facility's cost based on the percentage of time that it is used for transit operations. Concord may contract for the operation of the fixed route public transportation system, which may include office space for selected operational functions and vehicle maintenance.

- D. **Ownership.** Concord shall acquire any real property needed for the public transportation system during the course of this Agreement.
- E. **Disposition of Property upon Termination.** In the event this agreement is terminated, all capital assets acquired for the public transportation system shall become the sole property of Concord until they can be equally distributed. All assets acquired for the public transportation system shall be distributed equally between Concord and Kannapolis based on market value at that time. Any revenue gained during the operation of the transit system from the sale of capital or personal property transit assets shall be returned to the transit system, or its successor in interest.
- F. **Duration.** This Agreement shall remain in effect unless terminated as provided in Paragraph IV.A.
- G. **Amendment.** This Agreement may be amended only by a written document signed by both parties to this Agreement.
- H. **Miscellaneous.** This Agreement constitutes the entire Agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties are merged herein. This Agreement may not be changed orally, but only by a written document signed by all parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of the Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, no party may convey or assign its interest in this Agreement without the prior written approval of the other parties. The provisions of this Agreement shall be governed by and

construed and enforced in accordance with the laws of the State of North Carolina. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all which taken together shall constitute one and the same instrument.

- I. **Notices.** Notices to be given pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid, addressed to be the mailing address given herein and shall be deemed effective upon the date received via personal delivery or certified mail. The parties shall be responsible for notifying each other of any change of address. Mailing addresses of the parties are as follows:

Concord City of Concord
 Attention: City Manager
 35 Cabarrus Avenue W
 Concord, North Carolina 28025

With a copy to the City Attorney at the same address.

Kannapolis City of Kannapolis
 Attention: City Manager
 401 Laureate Way
 Kannapolis, North Carolina 28081

IN WITNESS WHEREOF, the parties have here onto affixed their hands and seals on duplicate originals, one of which shall be retained by each party, this the day and year first above written.

ATTEST:

CITY OF CONCORD

Kim J. Deason, City Clerk
(Corporate Seal)

By _____
Bill Dusch, Mayor

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

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

Pam Hinson, Finance Director

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2021.

Notary Public

My commission expires: _____

ATTEST:

CITY OF KANNAPOLIS

Bridgette Bell, City Clerk
(Corporate Seal)

By _____
Darrell Hinnant, Mayor

APPROVED AS TO FORM

Walter Safrit, City Attorney

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

Eric Davis, Finance Director

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Bridgette Bell personally appeared before me this day and acknowledged that she is the City Clerk of the City of Kannapolis and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2021.

Notary Public

My commission expires: _____



October 15, 2021

LJ Weslowski
Transit Manager
Concord Kannapolis Area Transit
3600 South Ridge Ave
Concord, NC 28025

Dear LJ,

Thank You for your interest in purchasing ONE (1) 35' Gillig BRT Low Floor BAE Hybrid bus utilizing options off the Piedmont, NC contract with GILLIG. I prepared the following price quote based on your previous specifications. I also included the applicable PPI adjustment per the contract. Please reference the price summary dated October 15, 2021 for complete details.

Gillig is pleased to quote the following:

35' BRT LOW FLOOR BAE HYBRID

\$ 767,849 .00 Each

Pricing valid until December 31, 2021 and is FOB Concord, NC. Prices exclude any taxes and license fees. Production schedule will be determined upon receipt of purchase order.

We thank you very much for this opportunity and appreciate your continued support. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Butch Sibley
Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

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 grant project ordinance is hereby amended:

SECTION 1. The projects authorized and amended are the projects included for CK Rider Transit System.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues Account	Title	Current Budget	Amended Budget	(Decrease) Increase
630-4357300				
630-4357300	Federal Aid	12,898,638	13,500,638	602,000
630-4337000				
630-4337000	Local Shared Revenue	4,538,568	4,704,417	165,849
				767,849

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

Exp. Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7690-5540000				
7690-5540000	Vehicles – Capital	0	767,849	767,849
				767,849

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



ELECTRIC SYSTEMS OPERATION CENTER PROJECT

ELECTRIC SYSTEMS OPERATION CENTER OVERVIEW

- This facility will house 45 offices, 3 conference rooms and 1 auditorium
- State-of-the-art Electric Systems Control Center
- Modern Electric Meter Laboratory
- Four workshops for equipment assembly, repair and testing
- Building will be approx. 48,000 square feet
- Truck and equipment shelter will be approx. 50,000 square feet
- Estimated completion date: 4th quarter of 2022





ELECTRIC SYSTEMS OPERATION CENTER EARLY ESTIMATES

Estimate of Probable Cost – October 2019, \$21.080M

Internal efforts by Electric staff put a cost estimate together based on the recently completed City Hall project and Traffic Management Center project.

Schematic Design Budget – June 2021, \$23.930M

Schematic designs were used to formulate the first project estimates based on initial architectural drawings. Due to topography challenges, the site work bids came in \$3.6M higher than early staff estimates.

Design Development Estimate– August 2021, \$27.132M

As market prices increased and our design was nearing completion, the design development estimate came in at \$27.132M. This is a 12% increase from schematic design.



ELECTRIC SYSTEMS OPERATION CENTER ACTUAL BIDS

Actual Construction Bids – November 2021, \$31.109M

Actual competitive bids were solicited and compiled by Metcon. Due to continued market volatility, the price of key commodities such as steel, concrete petroleum based products and the market cost of labor, these bids came in 10% higher than design document estimates.

Value Engineering of Construction Bids – December 2021, \$29.468M

Staff worked with Metcon to extensively evaluate the bids, adjust scope and value engineer items while maintaining the integrity of the project. This effort reduced the overall construction bid by \$1.641M to \$29.468M which includes a contingency of \$852,273.

ELECTRIC SYSTEMS OPERATION CENTER BID TIMELINE

Date	Design Timeline	Est. Cost	Actual Cost
March 2021	Design Build Contract with Metcon Inc. (Council Approved)		\$ 2,240,566
September 2021	Permitting, Testing and Inspection Fees		\$ 206,317
Date	Construction Timeline (Includes Design Timeline Costs)	Est. Cost	Actual Cost
June 2021	Schematic Design (60%) Early Estimates	\$ 23,930,178	
August 2021	Design Development (80%) Early Estimates	\$ 27,132,765	
November 2021	Construction Documents-Actual Contractor Bidding	\$ 31,109,549	
December 2021	Value Engineering of Bids (Reduction of 5.61% from Original Bids)	\$ 29,468,286	
Total Building Construction Cost (Including \$852,273 Contingency)			\$ 29,468,286

ELECTRIC SYSTEMS OPERATION CENTER COST BREAKDOWN

Electric Systems Operation Center Item	Cost Breakdown
Design Services with Metcon Inc. (Council Approved)	\$ 2,240,566
Pre-Engineered Metal Building (Council Approved)	\$ 673,384
Permitting, Testing and Inspection Fees	\$ 206,317
Site-Work (Council Approved)	\$ 5,633,053
Building Construction (Pending Council Approval)	\$ 20,714,966
Total	\$ 29,468,286

ELECTRIC SYSTEMS OPERATION CENTER FUNDING

Funding Source	Project Balance
Electric Systems Operation Center Project Account	\$ 19,412,500
Transfer From Capital Reserves (Balance: \$20,404,092)	\$ 10,055,786
	\$ 29,468,286

City of Concord Electrical Operations Center

Buildings Package

Change Order Proposal

November 30, 2021

(Revised to account for lower change order amount on the Sitework Change Order)

Metcon, Inc.

**2401 Whitehall Park Street, Suite 650
Charlotte, NC 28273**

City of Concord Electrical Operations Center
Metcon, Inc.

Attachments:

- 1. Cost Summary 1 Sheet
- 2. Value Engineering List..... 2 Sheets
- 3. Clarifications 9 Sheets
- 4. Documents List (Plans, Specifications & Addenda) 8 Sheets
- 5. Lead Time for Critical Materials 2 Sheets

City of Concord Electrical Operations Center

REVISED: November 30, 2021

Descriptions	Budgeted Amounts August 24, 2021	Variance	Actual Bid Amounts	Subcontractor
BP011000 – General Trades, Dumpsters & Temp Fencing	\$ 112,125	\$ 312,875	\$ 425,000	Township
BP017000 – Final Cleaning	\$ 14,512	\$ 5,228	\$ 19,740	Boller Logistics
BP033000 – Cast-In-Place Concrete	\$ 1,544,558	\$ 132,092	\$ 1,676,650	Camps Construction
BP034000 – Hollow Core Precast Concrete	\$ 480,000	\$ (2,392)	\$ 477,608	Coreslabs
BP042000 – Masonry	\$ 1,591,000	\$ 205,000	\$ 1,796,000	Beam Construction
BP051000 – Structural & Misc. Steel	\$ 1,269,100	\$ 98,000	\$ 1,367,100	CM Steel
BP071000 – Dampproofing, Waterproofing & Joint Protection	\$ 45,160	\$ 26,640	\$ 71,800	Waterproofing Specialties
BP074000 – Metal Wall Panels & Soffit Panels	\$ 184,250	\$ 214,206	\$ 398,456	Cynergy Systems, Inc
BP075000 – Turnkey Roofing	\$ 550,839	\$ 396,161	\$ 947,000	Benton / Radco Roofing
BP081000 – Doors, Frames & Hardware - ALLOWANCE	\$ 160,600	\$ 123,847	\$ 284,447	Cook & Boardman
BP083300 – Overhead Coiling Doors	\$ 72,000	\$ 57,500	\$ 129,500	Custom Door & Gate
BP084000 – Aluminum Entrances, Storefronts, Glazing	\$ 380,872	\$ (65,349)	\$ 315,523	A-1 Glass
BP084100 – War Room & Conference Room Glazing Only	\$ -	\$ 49,849	\$ 49,849	Office Environments
BP092000 – Metal Framing and Gypsum Board Assemblies	\$ 620,000	\$ 265,821	\$ 885,821	NJR Construction
BP093000 – Hard Tile	\$ 30,400	\$ 36,100	\$ 66,500	Terry's Floor Fashion
BP095000 – Acoustical Ceilings & Panels	\$ 122,200	\$ 14,360	\$ 136,560	Sears Contract
BP096000 – Resilient Flooring & Carpet	\$ 172,290	\$ 189,210	\$ 361,500	Bonitz
BP099000 – Painting & Coatings	\$ 208,774	\$ 45,418	\$ 254,192	National Coatings
BP101000 – Signage	\$ 22,183	\$ 6,812	\$ 28,995	AOA
BP102000 – Interior Specialties	\$ 118,600	\$ 58,800	\$ 177,400	Sterling Construction
BP102200 – Operable Partitions	\$ 57,683	\$ (10,315)	\$ 47,368	Learning Environment
BP102500 – Canopies & Walkway Covers	\$ 149,776	\$ (11,998)	\$ 137,778	Mitchell Metals
BP122000 – Window Treatments	\$ 16,400	\$ 32,450	\$ 48,850	Contract Window Treatment
BP123000 – Casework	\$ 58,500	\$ 40,228	\$ 98,728	Custom Wood Products
BP133000 – Pre-Engineered Metal Building (Material Only)	\$ -	\$ 7,300	\$ 7,300	Nucor (Added CMU Brackets)
BP133100 – Pre-Engineered Metal Building (Erection Only)	\$ 343,000	\$ 2,000	\$ 345,000	Jade Builder
BP210000 – Fire Suppression	\$ 209,900	\$ 131,700	\$ 341,600	Carolina Fire Controls
BP220000 – Plumbing - ALLOWANCE	\$ 450,000	\$ 242,000	\$ 692,000	AWAITING REVISED PRICING
BP230000 – Heating, Ventilating, And Air Conditioning (HVAC)	\$ 1,080,000	\$ 174,147	\$ 1,254,147	Superior Mechanical
BP260000 – Electrical	\$ 3,385,578	\$ (547,689)	\$ 2,837,889	Watson Electric
BP027000 – Audio-Visual, Security, Access Control, Cabling	\$ 800,000	\$ 248,487	\$ 1,048,487	AFL
BP320000 – Sitework, Pavements & Utilities (Updated Drawings)	\$ -	\$ -	\$ -	Funded by Design Contingency
BP323000 – Fencing & Guardrail (Permanent)	\$ 125,475	\$ 84,869	\$ 210,344	Miami National Fence
BP329000 – Landscaping	\$ 416,511	\$ 43,005	\$ 459,516	Southern Shade Tree
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Total of Subcontracts	\$ 14,792,286	\$ 2,606,362	\$ 17,398,648	
Grid Management Software	<i>By Owner</i>	<i>By Owner</i>	<i>By Owner</i>	<i>By Owner</i>
Furniture, Fixtures and Equip (FF&E) by Office Environments	<i>By Owner</i>	<i>By Owner</i>	<i>By Owner</i>	<i>By Owner</i>
ALLOWANCE for Monument Signs	\$ -	\$ 15,000	\$ 15,000	ALLOWANCE
ALLOWANCE for Balanced Site	\$ -	\$ 200,000	\$ 200,000	ALLOWANCE
Total	\$ 14,792,286	\$ 2,821,362	\$ 17,613,648	
BONDS ON SUBCONTRACTORS	\$ 184,904	\$ (184,904)	<i>Included in Cost of Work</i>	
PROJECTED ESCALATION	\$ 147,423	\$ (147,423)	<i>Not Required</i>	
2.00% DESIGN BUILDER'S CONSTRUCTION CONTINGENCY	\$ 369,807	\$ (17,534)	\$ 352,273	
1 LS OWNER CONTINGENCY FOR UNFORESEEN CONDITIONS	\$ 500,000	\$ -	\$ 500,000	
1 LS PROCORE	\$ -	\$ -	\$ -	
1 LS GENERAL CONDITIONS	\$ 690,950	\$ 82,914	\$ 773,864	
7.00% DESIGN-BUILDER FEES	\$ 1,280,731	\$ 99,278	\$ 1,380,009	
2.25% BONDS & INSURANCE	\$ 413,344	\$ 61,280	\$ 474,624	
Total Building Package GMP:	\$ 18,379,445	\$ 2,714,973	\$ 21,094,418	
	\$ 2,240,566	Design & Precon Fees	\$ 2,240,566	
	\$ 673,384	PEMB Previous Purchase	\$ 673,384	
	\$ 5,633,053	Early Sitework Package	\$ 5,633,053	
	\$ 26,926,448	\$ 2,714,973	\$ 29,641,421	
OWNER ACCEPTED VALUE ENGINEERING:			\$ (379,452)	(See Page 2 for Details)
PROJECT TOTAL WITH OWNER'S ACCEPTED VE ITEMS:			\$ 29,261,969	

City of Concord Electrical Operations Center

Value Engineering Options

Monday, November 29, 2021

	VALUE ENGINEERING OPTIONS	Pending Approval	Rejected by Owner	Accepted by Owner
1	Apply a 2 coat paint/finish on the sheet metal items in lieu of 3 coat. Same paint/finish warranty.	\$ -	\$ -	\$ (9,504)
2	Wall cap corners to be a standard miter/corner in lieu of welded and sent back out for post/re-paint.	\$ -	\$ -	\$ (5,750)
3	Wall cap to be 24ga 2 coat with 22ga galvanized cleat, in lieu of .063 alum 3 coat.	\$ -	\$ -	\$ (16,893)
4	Wall cap to be .040 alum 2 coat, in lieu of .063 alum 3 coat.	\$ -	\$ (14,240)	\$ -
5	Gutter/DS to be 24ga in lieu of .050alum gutter & .040 laum DS.	\$ -	\$ (4,671)	\$ -
6	Square to round downspout adapters in lieu of cast iron boots	\$ (14,792)	\$ -	\$ -
7	Rather than just switching the gutters/ds/wall cap etc. to 24ga 2 coat, switch all metal to 24ga 2 coat with 22ga cleat (We do most commercial projects with this metal)	\$ -	\$ (26,844)	\$ -
8	80mil TPO fully adhered in lieu of 135mil fleeceback (80mil over fleece backing), same 30yr NDL warranty	\$ -	\$ -	\$ (29,346)
9	60 mil TPO fully adhered roof system in lieu of 135 mil (80 mil over fleece backing) system. This provided a 20 warranty in lieu of a 30 year warrenty.	\$ -	\$ (62,874)	\$ -
10	Use R-25 XPS roof insulation in lieu of R-30 XPS	\$ -	\$ -	\$ (27,321)
11	Use R-25 Polyiso roof insulation in lieu of R-30 XPS	\$ -	\$ (71,042)	\$ -
12	Eliminate 250 lft of roof walk pads	\$ -	\$ (4,095)	\$ -
13	Use 1/4" roofing coverboard on main roof in lieu of 5/8"	\$ -	\$ (5,184)	\$ -
14	Use R-30 Polyiso roof insulation in lieu of XPS insulation which reduces thickness from 6" to 5.2"	\$ -	\$ (58,524)	\$ -
15	Allow MC cable/modular wiring for stud wall rough-in and light fixtures. Concealed only, none exposed. In wall or above ceilings only. Light fixture drops in mechanical and electrical rooms.	\$ -	\$ -	\$ (27,000)

16	Allow PVC 90's stub-ups in walls in lieu of rigid 90's. No exposed PVC will be seen. Only Rigid conduits are visible.	\$ -	\$ -	\$ (23,000)
17	Change service feeders from copper to aluminum conductors from Utility XFMR to MSB1.	\$ -	\$ (17,300)	\$ -
18	Deduct conduit and wire per discussions with engineer per sheet E-701. Deduct 5 GTS's and change MTS to dual purpose docking station. Deduct 1000 amp panel EMDP2.	\$ -	\$ -	\$ (31,640)
19	Use CPVC for all domestic water piping.	\$ -	\$ -	\$ (49,000)
20	Use battery operated flush valves, change toilet seat and trim on lavatories and sinks, switch drains to Jay R Smith, replace trench drains with floor drains, alternate brand EWC's	\$ -	\$ (16,000)	\$ (16,000)
21	Use 2x2 screens in lieu of 3x3 screens on the video wall in the auditorium spaces	\$ -	\$ (140,000)	\$ -
22	Eliminate duct cleaning since duct will arrive on site wrapped	\$ -	\$ -	\$ (17,000)
23	Use Reliable Controls to VE the HVAC control system	\$ -	\$ (65,000)	\$ -
24	Use standard mechanical curbs in lieu of isolation curbs	\$ -	\$ -	\$ (25,000)
25	Eliminate requirement for AWI QCP labels on the doors	\$ -	\$ (5,250)	\$ -
26	Use 18 gauge HM doors in lieu of 16 gauge	\$ -	\$ (1,000)	\$ -
27	Use flush edge HM doors in lieu of seamless edge	\$ -	\$ (640)	\$ -
28	Use face welded HM frames in lieu of fully welded	\$ -	\$ (1,534)	\$ -
29	Eliminate contractor's inspection of fire and egress door assemblies (Owner to provide inspection)	\$ -	\$ (3,135)	\$ -
30	Use manufacturer's standard white, tan or gray colors on the overhead doors in lieu of custom colors	\$ -	\$ -	\$ (13,100)
31	Use standard 24 gauge slats in lieu of 20 gauge slats in the overhead doors.	\$ -	\$ (3,750)	\$ -
32	Use NEMA 1 motors in lieu of NEMA 4 motors on the overhead doors.	\$ -	\$ (7,140)	\$ -
33	Use standard insulated doors in lieu of air filtration overhead doors.	\$ -	\$ (3,030)	\$ -
34	Use Black Roll Rubber with 10% Fleck for the Fitness Flooring.	\$ -	\$ (2,400)	\$ -
35	Change the Static VCT to standard VCT.	\$ -	\$ (2,000)	\$ -
36	Change the Bio-Based VCT to standard VCT.	\$ -	\$ -	\$ (12,000)
37	Consider other options for the C-1 & C-2 Carpet Tiles.	\$ (5,000)	\$ -	\$ -
38	Consider an alternate light fixture package	\$ -	\$ -	\$ (25,000)
39	Use EMT in lieu of rigid conduit in the pre-engineered metal building shelter	\$ -	\$ -	\$ (12,000)
	SUB-TOTALS:	\$ (19,792)	\$ (515,653)	\$ (339,554)
			Bonds, Insurance & Fees:	\$ (39,898)
			TOTAL ACCEPTED BY OWNER:	\$ (379,452)

NOTE: Due to Overlaps, not all VE Items can be taken together.



City of Concord – Electrical Operations Center
Buildings – Design Build Clarifications
Date: November 29, 2021

Design Build Clarifications

Market Conditions

The following items below are existing market conditions that have directly and indirectly increased the overall GMP budget status. Unfortunately, the current market conditions are not fading away and are forecasted to continue throughout 2022 into 2023.

- Petroleum Products extremely high and long procurement times, driving prices higher.
- Steel very high, low supply, long procurement times, driving prices higher.
- High demand & Low supply on most every material.
- Labor shortage has dramatically increased labor costs 20% - 40% throughout industry.
- Approval of the US Infrastructure Bill is pushing material and commodity pricing to elevate.
- Approval of the NC Budget is compounding the issue as well.

Other Budget Drivers

- Extremely high sitework budget due to topography.
- Unable to utilize onsite soil behind the retaining walls. Large amount of Concord Pit Gravel must be utilized to support behind the retaining walls
- Constant modifications to the designed/proposed grades to minimize haul-off of onsite soil and reduce. This is driven by a real-time topsoil vs. structural soil determination.
- 80% of the site is utilized by either building, structure or parking/laydown, therefore very little areas where the site can accommodate additional soil.
- AV/Security/\$1M +/-
- Landscaping increased to conform to the City of Concord requirements. \$500k +/-.

Design Builder's Recommendation

- In an effort to mitigate future risk, Metcon recommends finalizing deal structure with apparent low/qualified subcontractor bidders, lock down pricing, release long lead items and move forward.
- Identify and utilize VE where appropriate. Refer to Value Engineering Tracking Sheet.

Bidding Process

- 1.) Bidding Documents and Process: Metcon has received all subcontract and supplier bid via Procure and hand-delivered bid forms. Has reviewed all bids from subcontractors and suppliers, vetted all bids and generated a bid tab to reflect the bidding results for each respective bid package. The current market conditions have challenged the typical bidding process and required further subcontractor negotiations on price and procurement of necessary materials, Metcon will make available to the Owner, all bid tabs d proposals at Owner's request.



QA/QC & Material Testing

- 1.) All soil and material testing, special inspections, and commissioning is not included in the GMP or Design Builder's scope of work. The City of Concord is responsible for the funding and management for testing of materials and quality control. Metcon will coordinate daily with the testing agents and City, assisting the QA/QC process.

Bid Package Clarifications

(Bid Package # / Description)

BP011000 – General Trades/Construction Clean/Dumpsters/Temp. Fencing

- 1.) It is understood and agreed that 6' high temporary fencing or orange snow fencing (with security signage) will surround the project site where necessary. Only the temporary fencing facing Hwy 601 and Alfred Brown Jr. Ct will receive screening.
- 2.) Miscellaneous loading and unloading are included.
- 3.) Continuous construction cleaning and safety measures are included.
- 4.) All dumpster for most scope is included in this bid package.
- 5.) This scope of work in this bid package has been modified to assist the overall budget and meet the general demands of the project.

BP017000 – Final Cleaning

- 1.) It is understood and agreed that Owner directed FF&E will be coordinated between Metcon & the City of Concord and take place in-between Construction Clean & Final Clean activities.

BP033000 – Cast-In-Place Concrete

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP034000 – Hollow Core Precast Concrete

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP042000 – Masonry

- 1.) A full time Masonry superintendent / safety manager will be onsite during all activities involving scaffolding.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP051000 – Structural & Misc. Steel

- 1.) Metcon is monitoring all steel materials for fluctuations in the market.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.



BP071000 – Dampproofing, Waterproofing & Joint Protection

BP074000 – Metal Wall Panels & Soffit Panels

- 1.) Metcon is monitoring all metal wall and soffit panel materials for fluctuations in the market.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP075000 – Turnkey Roofing

- 1.) Metcon is monitoring all insulation and roofing materials for fluctuations in the market.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.
- 3.) Metcon will work with the subcontractors and designers to determine if poly-iso or XPS insulation is more readily available to meet the critical path schedule.

BP081000 – Doors, Frames & Hardware

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP083300 – Overhead Coiling Doors

BP084000 – Aluminum Entrances, Storefronts, Glazing

- 1.) Metcon will contract directly with A-1 Glass (Not Office Environments) to provide the interior window wall scope of work as shown on plans for the Administrative Offices portion. Metcon will contract directly with Office Environments for the War Room Glass and Meeting room glass. All Office Furniture will be supplied and installed as part of a separate agreement between the City of Concord and Office Environments.
- 2.) Metcon is monitoring all materials in this scope of work for fluctuations in the market.
- 3.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP092000 – Metal Framing and Gypsum Board Assemblies

- 1.) Metcon is monitoring all materials in this scope of work for fluctuations in the market.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP093000 – Hard Tile

BP095000 – Acoustical Ceilings & Panels

- 1.) Ceiling tile pricing is based on products manufactured by CertainTeed.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.



BP096000 – Resilient Flooring & Carpet

- 1.) Raised flooring located in the War Room and Control Room is included in this scope of work.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.

BP099000 – Painting & Coatings

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.

BP101000 – Signage

BP102000 – Interior Specialties

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.

BP102200 – Partitions

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.

BP102500 – Canopies & Walkway Covers

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.

BP122000 – Window Treatments

BP123000 – Manufactured Casework

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.

BP133000 – Pre-Engineered Metal Building (*Material Only*)

- 1.) CMU steel supports were added to the Nucor Purchase Order and are included in the GMP (\$7,300 Add).
- 2.) The delivery date is currently late April 2022 due to material delays. This date will be monitored as construction operations continue.

BP133100 – Pre-Engineered Metal Building (*Erection Only*)

BP210000 – Fire Suppression

- 1.) A fire pump is not included.
- 2.) A Victaulic Vortex Fire Suppression System is included in the Server Room Only.
- 3.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stove-off pricing increases and fluctuations.



BP220000 – Plumbing

- 1.) The plumbing budget is included as an ALLOWANCE. This bid package is obtaining additional proposals.
- 2.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.
- 3.) This scope of work in this bid package has been modified to assist the overall budget and meet the general demands of the project.

BP230000 – Heating, Ventilating, And Air Conditioning (HVAC)

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.
- 2.) This scope of work in this bid package has been modified to assist the overall budget and meet the general demands of the project.

BP260000 – Electrical

- 1.) It is understood and agreed the City of Concord will provide all site lighting fixtures and coordinate with Metcon and the chosen electrical subcontractor to ensure a complete scope.
- 2.) Our electrical subcontractor and the generator manufacturer agree the generator system will not function as designed and are willing to assist in the re-design of this system.
- 3.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.
- 4.) This scope of work in this bid package has been modified to assist the overall budget and meet the general demands of the project.

BP320000 – Sitework, Pavements & Utilities

- 1.) This bid package amount has been updated to include added scope and coordination due to the continuing design progression (Early site – 95% Construction Documents).
- 2.) This scope of work in this bid package has been modified to assist the overall budget and meet the general demands of the project.

BP323000 – Fencing

- 1.) This scope of work is on the critical path and must be released as soon as possible for shop drawings, secure materials and stave-off pricing increases and fluctuations.

BP329000 – Landscaping

Structured Cabling, Security, Access Control, Audio-Visual

- 1.) It is understood and agreed this scope of work will be supplied and installed by AFL. Their proposal is included in the GMP change order and will serve as the scope of work herein for this project. A copy of their proposal is attached for reference. Dated: 11/22/21. Combined Total Amount of: \$1,048,487.



FF&E / Office Environments

- 1.) Office Environments regarding the interior window-wall scope of work along the administrative offices, it will not be included in the Metcon GMP scope of work.
- 2.) The window wall scope of work (at the War Room and Conference Rooms only), is included by Office Environments', this portion of the work will be contracted between Metcon and Office Environments to allow coordination of materials, equipment, and production. A copy of their proposal is attached for reference. Dated: 11/22/21 from Carla Voss.
- 3.) All Furniture, Fixtures, Appliances and Equipment will be supplied and installed under a separate agreement between the City of Concord and Office Environments. This is not part of the Metcon GMP scope of work. Metcon will coordinate all installation and design to accommodate all FF&E.

General Conditions

- 1.) The general conditions amount is a lump sum amount covering the duration from January 15, 2022, through December 15, 2022. Metcon will fund general conditions through the month of December 2022 at no additional charge, if necessary, to accommodate project needs. If the schedule must be extended due to forces outside of Metcon's control (*extended long-lead procurement materials or equipment, inclement weather delays beyond the allotted weather days assumed in the contract, added scope of work initiated by the Owner or other uncontrollable delays or a force majeure situation*), Metcon will receive additional general conditions funding, to cover the required additional time based on the monthly rate included in the GMP.

Allowances

1. All allowance dollars identified on the budget summary (Monument Sign #2 below & Balanced Site #3 below) not utilized during construction will be reconciled and returned to the owner via change order at the end of the project. If additional funding is required after the allowance amount have been extinguished, a contract change order will be generated to fund the requirements of the project.
2. An Allowance of \$15,000 is included for the future monument signage.
3. An Allowance of \$200,000 is included to balance materials on site by exporting material off-site, adjusting finish grades at the building and pavement areas on-site or a combination of both. This is due to the inability to utilize on-site materials for backfilling of the retaining walls and very limited opportunity to lose additional soil on the site since most to the project site is being used for vertical buildings and/or impervious/parking/laydown surfaces.



Contingencies

1. Metcon has included Design Builder's Contingency of Two Percent of the GMP (2.0%) to be utilized at the sole discretion of the Design Builder to respond to various conditions that may be encountered during construction.
2. Metcon has included Owner's Contingency of Five Hundred Thousand Dollars (\$500,000) to be utilized at the sole discretion of the Owner to respond to various conditions that may be encountered during construction.
3. All Design Builder's & Owner's Contingency dollars not utilized during construction will be reconciled and returned to the owner via change order at the end of the project.

Permits, Impacts Fees & Plan Review Fees

1. The City of Concord will fund directly and pay for any and all impact fees, building permit fees and plan review fees and redesign fees.
2. Metcon's Mechanical, Electrical, Plumbing, Fire Suppression and Low Voltage subcontractors will include in the pricing, all their respective permitting fees.
3. Any unknown City, State, or Federal Fees not listed above will be funded directly by the City of Concord.

Value Engineering Options

1. Concord Pit Gravel is required to be utilized in the reinforced section behind the retaining walls and there is a large amount of topsoil on this project site. This will generate additional soils to be distributed both on the project site by adjusting the grades and required offsite disposal.
2. Numerous Value Engineering Options received by Metcon from their Subcontractors and Suppliers were provided to the Owner for consideration. The following list of Value Engineering Options were accepted by the Owner and have been incorporated into the Project: Refer to the Value Engineering Tracking Sheet for acceptance by Owner and incorporation into the GMP budget.



Schedule

1. The total duration of the vertical build portion of the project is approximately 11 Months. (*Concrete foundations, slab on grade, masonry and steel structure, hollow core plank roof structure, brick veneer / storefront envelope, typical finishes and landscaping.*) The site concrete paving will continue into 2022 and be managed logistically with the vertical building operations, access control and working around weather patterns.
2. In an effort to best manage the procurement challenges that exist, Metcon has requested each subcontractor to provide a list of all long lead items and their current procurement time to integrate this information and timeline into the critical path schedule. This exercise will allow Metcon to develop a critical path schedule and issue to the City of Concord by 12/10/21, showing the critical path activities of the overall schedule. The critical path duration will be based on the information from the subcontractors and real-time information within the 11 month period. Metcon will provide status of all procurement lead times, measuring the material and procurement durations and market fluctuations via Procore on a bi-weekly basis. Metcon will communicate any unavoidable changes to the critical path schedule and will adjust the contract schedule if absolutely required.
3. The vertical building portion of the project is on the critical path for approximately 11 months. (*January 15, 2022 – December 15, 2022*). This duration is firm, although contingent to uncontrollable procurement lead times, material accessibility and labor force challenges. Immediately following a Notice to Proceed from the City of Concord, Metcon will work in earnest to strategically “lock-down” and protect the project of material, procurement / labor fluctuations by issuing “Letters of Intent”, “Notice to Proceed Letters” & Subcontracts to all critical path subcontractors.
4. The project schedule is contingent to receiving the following milestone dates:
 - a. Notice to proceed City of Concord on or before December 10, 2021.
 - b. Obtaining written, executed GMP change order from the City of Concord December 20, 2021.

Critical Path Milestone Schedule Attached: (Included in Bid Manual)

List of Contract Documents: (Please See Exhibit)

- Bid Manual Dated: October 26, 2021
- Addendum #1 (*Sitework*) Dated: August 6, 2021
- Addendum #2, (*Sitework*) Dated: August 16, 2021
- Addendum #3, (*Building*) Dated: November 5, 2021
- Addendum #4, (*Building*) Dated: November 11, 2021
- Specifications Book Dated: October 22, 2021
- Drawings Dated: October 22, 2021



Exclusions

1. Grid Management Software, Hardware, Console Furniture, Audio-Visual of any kind in the War Room, Server Room and/or Control Room.
2. Owner Appliances (Ice makers, vending machines, microwaves, etc.)
3. The following conditions that may be encountered during construction should be addressed by contract terms or allowances:
 - a. Additional measures to address unsuitable subgrade/foundation conditions at the building footing/foundation locations.

City of Concord - Electrical Operations Center

Drawings Log

Drawing No.	Drawing Title	Drawing Date
G00-1	COVER SHEET VOLUME 1	10/22/2021
G001	GENERAL NOTES, ABBREVIATIONS & LEGENDS	10/22/2021
G002	BUILDING CODE SUMMARY	10/22/2021
G003	BUILDING CODE SUMMARY - SHED OUTBUILDING	10/22/2021
G004	UL DESIGN DETAILS	10/22/2021
G101	LIFE SAFETY PLANS	10/22/2021
C0.00	COVER SHEET	10/22/2021
C0.10	GENERAL NOTES	10/22/2021
C1.00	EXISTING CONDITIONS PLAN	10/22/2021
C2.00	DEMOLITION PLAN	10/22/2021
C3.00	SITE PLAN	10/22/2021
C3.10	FIRE TRUCK TURNING DIAGRAM	10/22/2021
C4.00	EROSION CONTROL NOTES	10/22/2021
C4.01	EROSION CONTROL PLAN (PHASE I)	10/22/2021
C4.02	EROSION CONTROL PLAN (PHASE II)	10/22/2021
C4.03	EROSION CONTROL PLAN (PHASE III)	10/22/2021
C5.00	GRADING & STORM DRAINAGE PLAN	10/22/2021
C5.01	RETAINING WALL CROSS SECTION	10/22/2021
C5.10	STORMWATER BMP DETAILS	10/22/2021
C5.11	STORMWATER BMP DETAILS	10/22/2021
C5.20	PRE-DEVELOPMENT DRAINAGE MAP	10/22/2021
C5.21	POST-DEVELOPMENT DRAINAGE MAP	10/22/2021
C5.22	INLET DRAINAGE AREA MAP	10/22/2021
C6.00	UTILITIES PLAN	10/22/2021
C9.00	SITE DETAILS	10/22/2021
C9.01	SITE DETAILS	10/22/2021
C9.02	SITE DETAILS	10/22/2021
C9.03	SITE DETAILS	10/22/2021
C9.10	EROSION CONTROL DETAILS	10/22/2021
C9.11	EROSION CONTROL DETAILS	10/22/2021
C9.20	GRADING AND DRAINAGE DETAILS	10/22/2021
C9.21	GRADING AND DRAINAGE DETAILS	10/22/2021
C9.30	UTILITY DETAILS	10/22/2021
C9.31	UTILITY DETAILS	10/22/2021
L1.00	LANDSCAPE NOTES	10/22/2021
L1.01	LANDSCAPE PLAN	10/22/2021
L2.00	LANDSCAPE DETAILS	10/22/2021
L2.01	LANDSCAPE DETAILS	10/22/2021
S-001	GENERAL NOTES	10/22/2021
S-101	FOUNDATION PLAN - AREA 100	10/22/2021
S-102	FOUNDATION PLAN - AREA 200	10/22/2021
S-103	SHED FOUNDATION PLANS - AREA 300 & 400	10/22/2021

S-104	SHED FOUNDATION PLAN - AREA 500	10/22/2021
S-111	FIRST FLOOR SLAB PLAN - AREA 100	10/22/2021
S-112	FIRST FLOOR SLAB PLAN - AREA 200	10/22/2021
S-121	MEZZANINE/LOW ROOF FRAMING PLAN - AREA 100	10/22/2021
S-122	MEZZANINE/LOW ROOF FRAMING PLAN - AREA 200	10/22/2021
S-123	SHED GIRT FRAMING PLAN - AREA 500	10/22/2021
S-131	ROOF FRAMING PLAN - AREA 100	10/22/2021
S-132	ROOF FRAMING PLAN - AREA 200	10/22/2021
S-133	SHED ROOF FRAMING PLANS - AREA 300 & 400	10/22/2021
S-134	SHED ROOF FRAMING PLANS - AREA 500	10/22/2021
S-201	TYPICAL FOUNDATION DETAILS	10/22/2021
S-202	TYPICAL FOUNDATION DETAILS	10/22/2021
S-203	FOUNDATION DETAILS	10/22/2021
S-211	TYPICAL CMU WALL DETAILS	10/22/2021
S-212	LINTEL SCHEDULE AND DETAILS	10/22/2021
S-301	TYPICAL FLOOR FRAMING DETAILS	10/22/2021
S-302	TYPICAL ROOF FRAMING DETAILS	10/22/2021
S-303	FRAMING DETAILS	10/22/2021
S-304	TYPICAL FRAMING SECTIONS AND DETAILS	10/22/2021
S-401	TRUSS ELEVATIONS AND DETAILS	10/22/2021
MB-1	PRE-ENGINEERED METAL BUILDING EXHIBIT DRAWINGS	9/24/2021
A010	WALL PARTITION TYPES	10/22/2021
A101	OVERALL FLOOR PLAN	10/22/2021
A111	PARTIAL FLOOR PLAN - AREA 100	10/22/2021
A112	PARTIAL FLOOR PLAN - AREA 200	10/22/2021
A121	REFLECTED CEILING PLAN - AREA 100	10/22/2021
A122	REFLECTED CEILING PLAN - AREA 200	10/22/2021
A131	OVERALL ROOF PLAN	10/22/2021
A141	OVERALL PLANS - SHED OUTBUILDING	10/22/2021
A151	PARTIAL PLANS - SHED OUTBUILDING	10/22/2021
A201	EXTERIOR ELEVATIONS	10/22/2021
A211	EXTERIOR ELEVATIONS - SHED OUTBUILDING	10/22/2021
A301	BUILDING SECTIONS	10/22/2021
A311	WALL SECTIONS	10/22/2021
A312	WALL SECTIONS	10/22/2021
A313	WALL SECTIONS	10/22/2021
A321	SECTIONS - SHED OUTBUILDING	10/22/2021
A331	STAIR SECTIONS	10/22/2021
A401	ENLARGED PLANS	10/22/2021
A411	INTERIOR ELEVATIONS	10/22/2021
A412	INTERIOR TOILET ELEVATIONS	10/22/2021
A501	EXTERIOR DETAILS	10/22/2021
A502	EXTERIOR DETAILS	10/22/2021
A503	EXTERIOR DETAILS	10/22/2021
A511	INTERIOR DETAILS	10/22/2021
A512	INTERIOR DETAILS	10/22/2021

A521	ROOF DETAILS	10/22/2021
A522	ROOF DETAILS	10/22/2021
A601	DOOR AND WINDOW SCHEDULES	10/22/2021
A611	STOREFRONT ELEVATIONS	10/22/2021
A701	ROOM FINISH SCHEDULE	10/22/2021
A702	THRESHOLD AND SIGNAGE DETAILS	10/22/2021
A711	FLOOR FINISH PLAN - AREA 100	10/22/2021
A712	FLOOR FINISH PLAN - AREA 200	10/22/2021
G00-2	COVER SHEET VOLUME 2	10/22/2021
FP-001	FIRE PROTECTION LEGEND AND NOTES	10/22/2021
FP-101	OVERALL FIRE PROTECTION FLOOR PLAN	10/22/2021
FP-102	OVERALL FIRE PROTECTION FLOOR PLAN MEZZANINE	10/22/2021
FP-501	FIRE PROTECTION DETAILS AND SCHEMATICS	10/22/2021
P-001	PLUMBING LEGEND, INDEX AND NOTES	10/22/2021
P-002	PLUMBING SCHEDULES	10/22/2021
P-102	PARTIAL DRAINAGE PIPING FLOOR PLAN - AREA 100	10/22/2021
P-103	PARTIAL DRAINAGE PIPING FLOOR PLAN - AREA 200	10/22/2021
P-104	OVERALL DRAINAGE PIPING FLOOR PLAN MEZZ	10/22/2021
P-105	OVERALL PLUMBING ROOF PLAN	10/22/2021
P-106	PLUMBING FLOOR PLANS - SHED STORAGE	10/22/2021
P-202	PARTIAL SUPPLY PIPING FLOOR PLAN - AREA 100	10/22/2021
P-203	PARTIAL SUPPLY PIPING FLOOR PLAN - AREA 200	10/22/2021
P-204	OVERALL SUPPLY PIPING FLOOR PLAN MEZZ	10/22/2021
P-501	PLUMBING DETAILS	10/22/2021
P-502	PLUMBING DETAILS	10/22/2021
M-001	MECHANICAL LEGEND AND NOTES	10/22/2021
M-002	MECHANICAL SCHEDULES	10/22/2021
M-003	MECHANICAL VENTILATION SCHEDULES	10/22/2021
M-004	MECHANICAL VENTILATION SCHEDULES	10/22/2021
M-101	PARTIAL MECHANICAL FLOOR PLAN-AREA 100	10/22/2021
M-102	PARTIAL MECHANICAL FLOOR PLAN-AREA 200	10/22/2021
M-103	MECHANICAL FLOOR PLAN MEZZ	10/22/2021
M-105	OVERALL MECHANICAL ROOF PLAN	10/22/2021
M-106	MECHANICAL SHED FLOOR PLAN	10/22/2021
M-201	DUCTWORK DETAILS	10/22/2021
E-001	ELECTRICAL LEGEND AND NOTES	10/22/2021
E-002	ELECTRICAL SPECIFICATIONS	10/22/2021
E-010	ELECTRICAL SITE PLAN	10/22/2021
E-102	PARTIAL LIGHTING FLOOR PLAN - AREA 100	10/22/2021
E-103	PARTIAL LIGHTING FLOOR PLAN - AREA 200	10/22/2021
E-104	OVERALL ELECTRICAL PLAN MEZZANINE	10/22/2021
E-202	PARTIAL POWER FLOOR PLAN - AREA 100	10/22/2021
E-203	PARTIAL POWER FLOOR PLAN - AREA 200	10/22/2021
E-302	PARTIAL SPECIAL SYSTEMS FLOOR PLAN - AREA 100	10/22/2021
E-303	PARTIAL SPECIAL SYSTEMS FLOOR PLAN - AREA 200	10/22/2021
E-400	PARTIAL ELECTRICAL EQUIPMENT PLAN - AREA 100	10/22/2021

E-401	PARTIAL ELECTRICAL EQUIPMENT PLAN - AREA 200	10/22/2021
E-402	PARTIAL ELECTRICAL EQUIPMENT ROOF PLAN - AREA 100	10/22/2021
E-403	PARTIAL ELECTRICAL EQUIPMENT ROOF PLAN - AREA 200	10/22/2021
E-601	ELECTRICAL DETAILS	10/22/2021
E-602	ELECTRICAL DETAILS	10/22/2021
E-603	ELECTRICAL DETAILS	10/22/2021
E-701	ELECTRICAL DIAGRAMS	10/22/2021
E-801	LIGHTING FIXTURE SCHEDULE	10/22/2021
E-802	MECHANICAL EQUIPMENT CONNECTION SCHEDULE	10/22/2021
E-901	PANEL SCHEDULES	10/22/2021
E-902	PANEL SCHEDULES	10/22/2021
E-903	PANEL SCHEDULES	10/22/2021
E-904	PANEL SCHEDULES	10/22/2021
E-905	PANEL SCHEDULES	10/22/2021
T-001	TELECOM LEGEND AND NOTES	10/22/2021
T-010	TELECOM OVERALL FLOOR PLAN - PATHWAYS	10/22/2021
T-020	TELECOM SITE PLAN	10/22/2021
T-501	TELECOM DETAILS	10/22/2021
T-502	TELECOM DETAILS	10/22/2021
TA101	FIRST FLOOR AUDIO/VISUAL - AREA 100	10/22/2021
TA102	FIRST FLOOR AUDIO/VISUAL - AREA 200	10/22/2021
TA103	MEZZANINE FLOOR AUDIO/VISUAL	10/22/2021
TA401	AV ENLARGED PLANS	10/22/2021
TA402	AV ENLARGED PLANS	10/22/2021
TN101	FIRST FLOOR TELECOM - AREA 100	10/22/2021
TN102	FIRST FLOOR TELECOM - AREA 200	10/22/2021
TN401	ENLARGED TELECOM PLANS	10/22/2021
TY101	FIRST FLOOR SECURITY - AREA 100	10/22/2021
TY102	FIRST FLOOR SECURITY - AREA 200	10/22/2021
TY103	PARTIAL PLANS SECURITY - SHED OUTBUILDING	10/22/2021

Specifications Log

SPECIFICATION NUMBER	Description	Issued Date
00 01 01	Project Title Page	10/22/2021
00 01 07	Seals Page	10/22/2021
00 01 10	Table of Contents	10/22/2021
00 31 00	Available Project Information	10/22/2021
00 31 00	Available Project Information	10/22/2021
01 10 00	Summary	10/22/2021
01 26 00	Contract Modification Procedures	10/22/2021
01 29 00	Payment Procedures	10/22/2021
01 30 00	Administrative Requirements	10/22/2021
01 31 26	Electronic Communication Protocols	10/22/2021
01 32 00	Construction Progress Documentation	10/22/2021
01 33 00	Submittal Procedures	10/22/2021
01 40 00	Quality Requirements	10/22/2021
01 50 00	Temporary Facilities and Controls	10/22/2021
01 60 00	Product Requirements	10/22/2021
01 73 00	Execution	10/22/2021
01 77 00	Closeout Procedures	10/22/2021
01 78 23	Operation and Maintenance Data	10/22/2021
01 78 39	Project Record Documents	10/22/2021
01 79 00	Demonstration and Training	10/22/2021
01 45 00	Inspection Requirements	10/22/2021
03 10 00	Concrete Forming and Accessories	10/22/2021
03 20 00	Concrete Reinforcing	10/22/2021
03 30 00	Cast-In-Place Concrete	10/22/2021
03 41 00	Prestressed Hollow-Core Concrete Plank	10/22/2021
04 05 03	Masonry Mortaring and Grouting	10/22/2021
04 20 00	Unit Masonry	10/22/2021
04 72 00	Cast Stone Masonry	10/22/2021
05 40 00	Cold-Formed Metal Framing	10/22/2021
05 50 00	Metal Fabrications	10/22/2021
05 51 00	Metal Stairs	10/22/2021
05 52 00	Metal Railings	10/22/2021
05 3100	Steel Deck	10/22/2021
05 12 00	Structural Steel	10/22/2021
06 10 53	Miscellaneous Rough Carpentry	10/22/2021
06 20 00	Finish Carpentry	10/22/2021
06 42 16	Wood Veneer Paneling	10/22/2021
06 61 16	Solid Surfacing Fabrications	10/22/2021
07 14 16	Cold Fluid-Applied Waterproofing	10/22/2021
07 21 00	Thermal Insulation	10/22/2021
07 21 19	Foamed-In-Place Insulation	10/22/2021
07 22 16	Roof Board Insulation	10/22/2021

07 27 00	Air Barriers	10/22/2021
07 42 13	Metal Wall Panels	10/22/2021
07 43 13	Metal Soffit Panels	10/22/2021
07 54 23	Thermoplastic-Polyolefin Roofing (Adhered)	10/22/2021
07 62 00	Sheet Metal Flashing and Trim	10/22/2021
07 71 23	Manufactured Gutters and Downspouts	10/22/2021
07 72 00	Roof Accessories	10/22/2021
07 72 33	Roof Hatches	10/22/2021
07 84 00	Firestopping	10/22/2021
07 90 00	Joint Protection	10/22/2021
07 95 13	Expansion Joint Cover Assemblies	10/22/2021
08 11 13	Hollow Metal Doors and Frames	10/22/2021
08 14 16	Flush Wood Doors	10/22/2021
08 31 13	Access Doors and Frames	10/22/2021
08 33 13	Coiling Counter Doors	10/22/2021
08 33 23	Overhead Coiling Doors	10/22/2021
08 41 13	Aluminum-Framed Entrances and Storefronts	10/22/2021
08 56 19	Pass Windows	10/22/2021
08 71 00	Door Hardware	10/22/2021
08 80 00	Glazing	10/22/2021
08 91 00	Louvers	10/22/2021
09 21 16	Gypsum Board Assemblies	10/22/2021
09 30 00	Tiling	10/22/2021
09 51 13	Acoustical Panel Ceilings	10/22/2021
09 65 00	Resilient Flooring	10/22/2021
09 65 66	Resilient Athletic Flooring	10/22/2021
09 68 13	Tile Carpeting	10/22/2021
09 69 00	Access Flooring	10/22/2021
09 90 00	Painting and Coating	10/22/2021
10 11 00	Visual Display Units	10/22/2021
10 14 00	Signage	10/22/2021
10 21 13	Toilet Compartments	10/22/2021
10 22 39	Folding Panel Partitions	10/22/2021
10 28 00	Toilet Accessories	10/22/2021
10 44 00	Fire Protection Specialties	10/22/2021
10 51 13	Metal Lockers	10/22/2021
10 56 16	Fabricated Wood Storage Shelving	10/22/2021
10 73 16	Canopies	10/22/2021
10 73 26	Walkway Coverings	10/22/2021
10 75 00	Flagpoles	10/22/2021
11 30 13	Residential Appliances	10/22/2021
11 52 11	Video Display Systems	10/22/2021
12 24 13	Roller Window Shades	10/22/2021
12 32 16	Manufactured Plastic-Laminate-Clad Casework	10/22/2021
12 56 86	Institutional Control Room Furniture	10/22/2021
13 12 50	Metal Building Systems	10/22/2021

31 10 00	SITE CLEARING	8/16/2021
31 20 00	EARTH MOVING	8/16/2021
31 20 40	EROSION AND SEDIMENT CONTROL	8/16/2021
31 23 19	DEWATERING	8/16/2021
31 31 16	TERMITE CONTROL	8/16/2021
32 12 16	ASPHALT PAVING	8/16/2021
32 13 13	CONCRETE PAVING	8/16/2021
32 13 73	CONCRETE PAVING JOINT SEALANTS	8/16/2021
32 17 23	PAVEMENT MARKINGS	8/16/2021
32 31 13	CHAIN LINK FENCES AND GATES	8/16/2021
32 32 23	SEGMENTAL RETAINING WALLS	8/16/2021
32 92 00	TURFS AND GRASSES	8/16/2021
32 31 19	DECORATIVE METAL FENCES AND GATES	8/16/2021
33 12 00	WATER DISTRIBUTION UTILITIES	8/16/2021
33 30 00	SANITARY SEWERAGE UTILITIES	8/16/2021
33 42 00	Stormwater Conveyance	8/16/2021
33 46 00	SUBDRAINAGE	8/16/2021

- **Addendum #3** – **November 05, 2021**
- **Addendum #4** – **November 11, 2021**
- **ASI 1** – **November 16, 2021**
- **AFL** – **November 22, 2021**
- **Office Environment** – **November 22, 2021**

City of Concord - Electrical Operation Center

Project Material Lead Time

Item	Historical Lead Time	Current Lead Time
BP033000 - Cast In Place Concrete		
Rebar	8 Weeks	6 Week per schedule
BP042000 - Masonry		
Arch CMU	4-6 Weeks	8-12 Weeks
Spray Foam		Availability Issues
Brick Veneer - Whitestone		Next Production is in April 2022
BP052000 - Structural & Misc. Steel		
Metal Decking		100 Working Days
BP074000 - S&S Glazing		
Panels	6-8 Weeks	12+ Weeks
BP075000 - Turnkey Roofing		
Roofing Insulation, Misc. Roofing Products	30 Days	9-12 Months - Benton Roofing will place order with multiple vendors to speed lead time up. Benton also have lots of stock materials. (Poly ISO)
BP081000 - Doors, Frames and Hardware		
Hollow Metal Frames	6-8 Weeks	16-18 Weeks
Hollow Metal Doors	4-5 Weeks	8-10 Weeks
Wood Doors	8-12 Weeks	16-20 Weeks
Electric Hardware	5-6 Weeks	16-18 Weeks
BP083300 - Overhead Coiling Doors		
Coiling Doors	8-12 Weeks	12 Weeks
BP084000 - Aluminum Entrances, Storefront and Glazing		
Glass	4-6 Weeks	8+ Weeks
Metal	4-6 Weeks	8+ Weeks
BP092000 - Metal Framing, Plaster and Gypsum Board Assemblies		
Heavy Gauge Metal	2 Weeks	4 Weeks
Batt Insulation	1 Week	6 Weeks
Delegated Design	4 Weeks	8 Weeks
BP095000 - Acoustical Ceilings and Wall Panels		
Acoustical Ceilings	2-4 Weeks	4-8 Weeks

Wall Panels	6-8 Weeks	8-12 Weeks
BP099000 - Painting		
PreCatalyzed Epoxy Semi Gloss	8 Weeks	12 Weeks
Promar 200 Eggshell	4 Weeks	2 Weeks
ProCryl Primer	8 Weeks	12 Weeks
Dryfall	10 Weeks	12 Weeks
BP101000 - Signage		
Signage	6-8 Weeks	8-12 Weeks
BP102000 - Specialties		
Metal Lockers	8 Weeks	18 Weeks
BP102200 - Partitions		
Folding Panel Partitions	12-14 Weeks	8-10 Weeks
BP230000 - HVAC		
RUTS		15-16 Weeks
Splits		2-3 Weeks
BP260000 - Electrical		
Fixtures	4-6 Weeks	4-24 Weeks
Switchboard	8-10 Weeks	20-26 Weeks
Panelboards	2-4 Weeks	10-12 Weeks
Generator	12-16 Weeks	36-39 Week per CAT
UPS	6-10 Weeks	14-16 Weeks

ORD.

**CAPITAL PROJECT ORDINANCE
Utility Project Reserves**

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 electric project reserves.

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. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan listing or the City's Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The Electric/Water/Wastewater Funds will serve as the funding source for the Utility Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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
8120-5987000	Transfer to Project	\$23,080,276	\$33,136,062	\$10,055,786
8120-5987000				
8120-5811081	Future Elec Projects	\$20,404,092	\$10,348,306	\$(10,055,786)
8120-5811081				

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 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

**CAPITAL PROJECT ORDINANCE
Electric Project-Electric Operations Center**

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 Electric Operations Center.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
473-4501282	Transfer fm Util Cap Res	\$25,329,225	\$35,385,011	\$10,055,786
473-4501282				
6949-5801174	Electric Operations Cntr	\$19,412,500	\$29,468,286	\$10,055,786
6949-5801174				

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 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT

This INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2021 (the “Effective Date”), by and among the Water and Sewer Authority of Cabarrus County (“WSACC”), a limited purpose authority created pursuant to Chapter 162A of the North Carolina General Statutes (the “Act”), the County of Cabarrus (“Cabarrus County”), the City of Concord (“Concord”), the City of Kannapolis (“Kannapolis”), the Town of Harrisburg (“Harrisburg”), and the Town of Mount Pleasant (“Mount Pleasant”). Cabarrus County, Concord, Kannapolis, Harrisburg, and Mount Pleasant shall collectively be referred to hereinafter as the “Member Jurisdictions”. WSACC and the Member Jurisdictions shall collectively be referred to hereinafter as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, since its inception in 1992, WSACC has provided wholesale raw water and sewer service to the Member Jurisdictions upon their submission of flow allocation requests;

WHEREAS, in 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the “Sewage Service Agreements”) for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC;

WHEREAS, at the WSACC-owned and operated Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”), WSACC is currently permitted to treat 26.5 million gallons of wastewater per day (26.5 MGD) (“RRRWWTP Permitted Capacity”);

WHEREAS, given the fast pace of development occurring in the Member Jurisdictions, WSACC may not have adequate capacity to fulfill all flow allocation requests;

WHEREAS, WSACC is in the process of expanding its infrastructure at RRRWWTP which will result in increased treatment capacity and additional allocation availability;

WHEREAS, WSACC is in the process of seeking a flow factor reduction from the Division of Water Resources at the Department of Environmental Quality (the “Flow Factor Reduction”) which would also increase the capacity available for allocation;

WHEREAS, in exercising their public and essential governmental functions, WSACC, by and through its Board of Directors, and the Member Jurisdictions, by and through their governing bodies, have determined that it is in the best interests of their respective constituents to allocate wastewater treatment capacity to each Member Jurisdiction so that the Member Jurisdictions can individually elect how to utilize their allocated capacity; and

WHEREAS, WSACC and the Member Jurisdictions desire to set forth herein their agreement for such wastewater treatment capacity allocation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSACC and the Member Jurisdictions agree as follows:

1. Purpose. The purpose of this Agreement shall be to allocate WSACC's available wastewater treatment capacity at RRRWWTP to each Member Jurisdiction using such allocation methods as set forth in this Agreement for each Member Jurisdiction to elect individually how to utilize their allocated capacity.

2. Defined Terms. The defined terms used in this Agreement shall have the following definitions:

- a. "Accepted Flow" shall mean any flow for which WSACC has issued a flow acceptance letter.
- b. "Actual Flow" shall mean the actual Tributary Flow at RRRWWTP as measured by WSACC.
- c. "Allocated Flow" shall mean the flow allocated to any one or more of the Member Jurisdictions after the Effective Date.
- d. "Available Flow" shall have the meaning set forth in Section 3.
- e. "Prior Year" shall mean the prior calendar year.
- f. "Total Flow" shall have the meaning set forth in Section 3.
- g. "Tributary Flow" shall mean any flow that is tributary to RRRWWTP.

3. Bi-Annual Assessment of Capacity. On a bi-annual basis beginning January 1, 2022, WSACC will determine (a) its total actual wastewater flow and estimated remaining allocated wastewater flow ("Total Flow"), and (b) the wastewater capacity available for allocation ("Available Flow").

Total Flow shall be calculated as follows:

Actual Flow at RRRWWTP from the Prior Year *plus*

Accepted Flow prior to the Effective Date of this Agreement that is not yet Tributary Flow *plus*
 Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is
 not yet Accepted Flow *plus*
 Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is
 Accepted Flow but not yet Tributary Flow
 = Total Flow

Available Flow shall be calculated as follows:

RRRWWTP Permitted Capacity *less*
 Total Flow *less*
 Flow Allocated to Charlotte Water not otherwise included in Total Flow (see Section 10 of this
 Agreement)
 = Available Flow

Notwithstanding any provision in this Agreement to the contrary, WSACC reserves the right to withhold capacity from allocation if, in WSACC's sole discretion, such reservation is necessary to ensure ongoing compliance with governmental regulations and state and federal laws.

4. First Division of Available Flow Among Member Jurisdictions. This Section 4 shall only apply to the first division of Available Flow to the Member Jurisdictions (the "First Division") and all subsequent divisions of Available Flow shall be subject to Section 5 below (the "Future Divisions"). The First Division shall occur upon full execution of this Agreement by all Parties. Once the Total Flow and Available Flow are determined, WSACC shall allocate the Available Flow among the Member Jurisdictions for the First Division as follows:

- a. If the First Division of Available Flow occurs prior to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:
 - i. First:
 1. Concord: 60.35%
 2. Kannapolis: 29.38%
 3. Harrisburg: 8.85%
 4. Mount Pleasant: 1.42%
 - ii. Second, upon approval of the pending Flow Factor Reduction request after the First Division, WSACC shall allocate the Available Flow for the second division only as set forth in Section 4(b)(i)-(ii).
- b. If the First Division of Available Flow occurs subsequent to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:

- i. WSACC shall take 16.67% of the Available Flow and divide it in four (4) equal shares. Each Member Jurisdiction (excluding Cabarrus County) will receive a base flow amount equal to one-quarter of the 16.67% of Available Flow (the “Base Allocation”); provided, however, Concord agrees that WSACC is to re-allocate Concord’s Base Allocation up to a maximum amount of 50,000 gallons per day to Kannapolis with any excess over 50,000 gallons per day being allocated back to Concord.
- ii. Next, WSACC shall take the remaining 83.33% of the Available Flow and allocate among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. For purposes of the First Division, the Parties agree that the capacity available after the Base Allocation shall be allocated as follows:
 1. Concord: 60.35%
 2. Kannapolis: 29.38%
 3. Harrisburg: 8.85%
 4. Mount Pleasant: 1.42%

5. Future Divisions of Available Flow Among Member Jurisdictions. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur bi-annually, and allocations shall be determined as follows:

- a. WSACC shall allocate Available Flow, if any, among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. The five (5) year average percentage shall be recalculated annually.
 - i. For purposes of the Future Division to occur in January 2022 only, Kannapolis shall be allocated 75,000 gallons per day of the remaining Available Flow, if any, before the Future Division of Available Flow is made pursuant to Section 5(a). If, however, the pending Flow Factor Reduction has not been approved by the time of the January 2022 division, this re-allocation of 75,000 gallons shall instead be delayed until the first Future Division occurring after approval of the pending Flow Factor Reduction request.

6. Allocation of Flow for Remainder of 2021. In light of the fact this Agreement is entered into mid-year, the Parties understand and agree that any capacity allocated prior to the effective date of this Agreement shall not reduce any individual Member Jurisdiction’s Allocated Flow for the remainder of the 2021 calendar year.

7. Bi-Annual Reporting. Beginning in 2022, on or before January 31st and July 31st of 2022 and each year thereafter, WSACC shall provide each Member Jurisdiction with a Bi-Annual flow summary (“Bi-Annual Flow Summary”). The Bi-Annual Flow Summary shall state:

- a. Total Flow;
- b. Available Flow;
- c. Each Member Jurisdiction’s base flow amount (for purposes of the First Division of Available Flow only);
- d. Capacity adjustments required under Sections 4(b)(i) and 5(a)(i) of this Agreement;
- e. Each Member Jurisdiction’s proportionate share of the Available Flow calculated using a pro-rata percentage based on each Member Jurisdiction’s average percentage of billable sewer flow to the total billable flow over the preceding five (5) year calendar years (*i.e.* averages shall not be recalculated for the July allocation divisions);
- f. Each Member Jurisdiction’s Allocated Flow for the calendar year; and
- g. A calculation of the actual flow (in gallons per day) allocated to each Member Jurisdiction.

8. Incorporation of Bi-Annual Flow Summary. The Parties agree that each Bi-Annual Flow Summary provided by WSACC shall become a part of this Agreement as if fully set forth herein. The Parties acknowledge that each Member Jurisdiction’s allocated capacity is likely to change over time due to variations in Available Flow and each Member Jurisdiction’s proportionate share using a pro-rata calculation based on each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow. The Parties acknowledge and understand that such changes may include a reduction to each Member Jurisdiction’s Allocated Flow as a result of reductions in Available Flow, and should this occur, each Member Jurisdiction’s Allocated Flow would be reduced based on its calculated proportionate share of the reduced Available Flow.

9. Member Jurisdiction Obligations. In order for WSACC to prepare each Bi-Annual Flow Summary, certain information must be provided by the Member Jurisdictions. Specifically, each Member Jurisdiction agrees to provide to WSACC by January 15th and July 15th of each calendar year a statement providing: (a) all Allocated Flow to the Member Jurisdiction that is not Accepted Flow, and (b) all Allocated Flow to the Member Jurisdictions that is Accepted Flow but not yet Tributary and the project status for all such projects. Failure to timely remit the information required by this Section 9 shall delay WSACC’s provision of the Bi-Annual Flow Summary and Future Divisions until such time as all Member Jurisdictions have provided the required information.

10. Charlotte Water. The Parties hereto expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended (the “Charlotte Water Agreement”), and that such obligations may affect the Available Flow.

11. Effect of Adjustments in Available Flow. WSACC reserves the right to adjust the Available Flow at any point during the calendar year. If Available Flow is adjusted, WSACC shall provide each Member Jurisdiction with a revised Annual Flow Summary indicating the revised actual flow allocated (in MGDs) to each Member Jurisdiction for the calendar year.

12. Allocation Requests from Member Jurisdictions to WSACC. The Member Jurisdictions shall continue to submit allocation requests to WSACC as has been the traditional procedure; provided, however, following execution of this Agreement, only those requests which the Member Jurisdiction has approved shall be sent to WSACC for approval. WSACC shall retain sole authority to issue flow acceptance letters subject to the terms of this Agreement. Each allocation request submitted by a Member Jurisdiction shall be accompanied by the Allocation Request Form attached hereto as **Exhibit A**. Each Member Jurisdiction agrees that it shall not submit an allocation request which would cause the Member Jurisdiction to exceed its Allocated Flow.

13. Paper Capacity. For purposes of this Agreement, all terms describing flow in MGDs, including Total Flow, Available Flow, and Allocated Flow, shall mean and refer to committed paper capacity as submitted to the North Carolina Department of Environmental Quality. Paper capacity is calculated using the actual average daily and yearly flows plus the estimated values for flows set forth in 15A NCAC 02T .0114 that have been requested but not yet committed.

14. Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC’s wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

15. Effect on Sewage Service Agreements. To the extent the terms of this Agreement contradict or are inconsistent with a term of the Sewer Service Agreements, such contradictory and / or inconsistent terms in the Sewer Service Agreements are hereby amended and expressly superseded.

16. Muddy Creek Wastewater Treatment Plant. The Parties acknowledge that WSACC also currently operates the Muddy Creek Wastewater Treatment Plant (“MCWWTP”) to service the Midland area of Cabarrus County. The Parties acknowledge and agree that flow allocated from MCWWTP shall remain subject to the current flow allocation process with WSACC accepting flow requests for service pursuant to WSACC’s Sewer Allocation and Commitment Policy.

17. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received either (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

FOR WSACC: Michael Wilson, Executive Director
Water & Sewer Authority of Cabarrus County
232 Davidson Hwy.
Concord, North Carolina 28027

With a copy to: mwilson@wsacc.org
cvoncannon@wsacc.org
wisenhour@jahlaw.com

FOR CONCORD: City Manager
P.O. Box 308
Concord, North Carolina, 28026-0308
paynel@concordnc.gov

City Attorney
P.O. Box 308
Concord, North Carolina, 28026-0308
kolczynv@concordnc.gov

Director of Water Resources
P.O. Box 308
Concord, North Carolina, 28026-0308
corleyj@concordnc.gov

FOR KANNAPOLIS: Walter M. Safrit, II, City Attorney
City Of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
wsafrit@kannapolisnc.gov

FOR HARRISBURG: Town Manager
P.O. Box 100
Harrisburg, North Carolina 28075

With a copy to: Town Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269

lawoffice@RichardKochLaw.com

FOR MOUNT PLEASANT: Randy Holloway, Town Manager
Town of Mount Pleasant
8590 Park Drive
Mt. Pleasant, North Carolina 28124

With a copy to: HollowayR@mtpleasantnc.us
Burrise@mtpleasantnc.us
jfs@sandslegal.net

FOR CABARRUS COUNTY: County Manager
P.O. Box 707
Concord, North Carolina 28026

With a copy to: County Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269
lawoffice@RichardKochLaw.com

Any party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to all other Parties hereto.

18. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of this Agreement by WSACC.

19. Termination. Only WSACC shall have the ability to terminate this Agreement, and WSACC shall be entitled to do so in its sole discretion. Upon termination by WSACC, no Member Jurisdictions shall receive further capacity allocations, and all flow allocation requests shall be processed in accord with WSACC's policies then in-effect, including, without limitation, WSACC's Sewer Allocation and Commitment Policy.

20. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the Parties hereto that all other provisions of this Agreement shall remain in full force and effect.

21. Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC.

22. Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

23. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

25. Amendments. This Agreement may be amended or modified in whole or in part only by an agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

26. Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

27. Additional Documents. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

29. Fees and Expenses. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

30. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

[Signature Pages to Follow]

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY

By: _____

Title: _____

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

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2021.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF CONCORD

By: _____

Title: _____

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

Finance Officer

Date

STATE OF _____
COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of City of Concord and acknowledged, on behalf of City of Concord the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2021.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF KANNAPOLIS

By: _____

Title: _____

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

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of City of Kannapolis and acknowledged, on behalf of City of Kannapolis the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2021.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF HARRISBURG

By: _____

Title: _____

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

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Town of Harrisburg and acknowledged, on behalf of Town of Harrisburg the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2021.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF MOUNT PLEASANT

By: _____

Title: _____

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

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Town of Mount Pleasant and acknowledged, on behalf of Town of Mount Pleasant the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2021.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

CABARRUS COUNTY

By: _____

Title: _____

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

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Cabarrus County and acknowledged, on behalf of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2021.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT A

**WASTEWATER FLOW ALLOCATION REQUEST FORM
FOR THE
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**

Member jurisdiction personnel should complete this form and submit to WSACC with the associated flow acceptance application to establish the expected impacts to the member jurisdiction allocated flow value associated with a proposed project.

Jurisdiction Requesting Flow Acceptance:

Date:

- City of Concord
- City of Kannapolis
- Town of Harrisburg
- Town of Mt. Pleasant
- Charlotte Mecklenburg Utilities

Project Title:

Description:

Line Item	Description	Value (gpd)	Formula (if applicable)
A	Currently Available Portion of Member Jurisdiction Allocated Flow		
B	Flow Allocation Requested with this Application		
C	Currently Remaining Member Jurisdiction Allocated Flow with Proposed Application Included		A - B

Notes:

Line Item A is either the initial value from the most recent bi-annual update (if the jurisdiction has not requested flow allocation for project(s) since the most recent bi-annual update) or the value from Line Item C from the jurisdiction's previous flow acceptance request (if the jurisdiction has requested flow allocation for project(s) since the most recent bi-annual update).

Line Item B is the flow allocation requested with the current application.

Line Item C is the difference from subtracting Line Item B from Line Item A.

This Wastewater Flow Allocation Request Form is subject to the terms and conditions of that Interlocal Wastewater Capacity Allocation Agreement dated _____, 2021.

Jurisdiction's Signing Official Signature

Date

City of Concord
Sewer Allocation Policy

1. Term and applicability of this Policy
 - a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County sewer allocation and Commitment Policy. This policy may be amended by the City Council at any time.
2. Amount of sewer which may be allocated
 - a. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC as determined through the interlocal agreement.
 - b. The City shall reserve at least 250,000 gpd of its available sewer allocation for Economic Development projects. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve if available.
 - c. The City shall allot from the remaining amount 35% to residential, 55% to non-residential, and 10% to mixed use.
 - d. If the mixed use allocation is exhausted, mixed use projects may be allocated using allocations from the non-residential and residential allocations if available and approved by Council.
3. Preliminary Allocation approvals
 - a. City Council will be the body to approve preliminary allocation requests.
 - b. Projects with construction plans in review as of 10/31/2021 with activity in the past year will be presented first for approval. If approved, these projects will have 6 months to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to Council. Council will approve Economic Development projects separately.
 - c. City Council will be presented with current allocation available and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - d. Residential approvals may be phased to allow a maximum of **50** units per year. The 50 units is within a project and not cumulative city-wide.
 - e. Preliminary sewer allocation will be good for a period of one year after the date of Council approval. A project must have a valid preliminary sewer allocation approval before receiving a final sewer allocation at the time of utility permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved.
4. Project Prioritization Scoring
 - a. Projects will be scored using the table below.

- b. The project score is simply a guide for City Council to evaluate the projects based on the given criteria. A project scoring high is not automatically given allocation. A project scoring low is not automatically rejected for allocation. Projects are also not specifically competing against each other. The final allocation authority will be granted solely by City Council.
- c. Projects deemed Economic Development projects will not be scored and will be evaluated by City Council and potentially awarded an allocation through existing Economic Development processes.

RESIDENTIAL PRIORITIZATION EVALUATION

- Located within a small area plan +2
- Vertical mixed use +2
- Redevelopment Site +1
- Horizontal mixed use +1
- Downtown (MSD) +1
- Located adjacent to existing sewer line. +1
- Annexation -1

NON-RESIDENTIAL PRIORITIZATION EVALUATION

- Jobs with 1.2 times the average county wage +2
- Office +1
- Located within a small area plan +1
- Part of an approved mixed use plan +1
- Annexation (Not economic development) -1

- 5. Additional Factors which Council may consider.
 - a. Whether in Council’s opinion, the application is for a land use which is consistent with the City’s adopted policies concerning growth and development, and
 - b. Such other factors as may be identified by the Council in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the City.
- 6. Preliminary Allocation Procedures
 - a. City Staff will present Council with the projects described in 3(b) first for consideration without an application provided by the developer.
 - b. Thereafter, a preliminary allocation application will be required for proposed development. City Staff will present the applications to Council in March, June,

September and December. Review of the allocation applications shall be conducted in the order in which the completed applications have been received.

- c. Development projects requiring flow allocations as described in 1a must receive a preliminary flow allocation approval prior to submitting construction documents for review.

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT

This INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2021 (the “Effective Date”), by the City of Concord (“Concord”) and the Town of Midland (“Midland”).

STATEMENT OF PURPOSE

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, since its inception in 1992, WSACC has provided wholesale raw water and sewer service to Concord and through Concord, to Midland;

WHEREAS, at the WSACC-owned and operated Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”), WSACC is currently permitted to treat 26.5 million gallons of wastewater per day (26.5 MGD) (“RRRWWTP Permitted Capacity”);

WHEREAS, WSACC may not have adequate capacity to fulfill all flow allocation requests;

WHEREAS, WSACC is in the process of expanding its infrastructure at RRRWWTP which will result in increased treatment capacity and additional allocation availability;

WHEREAS, WSACC determined that it was in the best interests of their respective constituents to allocate wastewater treatment capacity to each wastewater service provider in the jurisdiction; and

WHEREAS, Concord and Midland desire to set forth herein their agreement for such wastewater treatment capacity allocation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Concord and Midland agree as follows:

1. Purpose. The purpose of this Agreement shall be to allocate a portion of the available wastewater treatment capacity at RRRWWTP to Midland out of the allocation from WSACC to Concord.

2. Initial Allocation. Concord shall grant allocation for up to 400 homes of the Forestar development project, shown on the preliminary plat, attached hereto as Exhibit A, upon

application by the developer. Application for this initial allocation may be made at anytime after the execution of this Agreement by Concord and Midland.

3. Subsequent Allocation. After the expansion of the RRRWWTP by WSACC, currently planned for 2024, Concord shall grant allocation for the remaining 816 homes of the Forestar development project upon application by the developer.

4. Future Allocation. Midland agrees that no request for any additional sewer allocation from the City of Concord which would flow to the Rocky River WWTP shall be granted until the full 1200 home build-out of the Forestar development is complete, and further understands and agrees that any future allocation will be subject to the Allocation Policy adopted by the Concord City Council, and attached hereto as Exhibit B.

5. Force Majeure. It shall not be considered a breach of this agreement and neither party shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the party including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of any party including, without limitation, exhaustion of WSACC’s wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

6. Effect on Sewage Service Agreements. To the extent the terms of this Agreement contradict or are inconsistent with a term of the Sewer Service Agreements, such contradictory and / or inconsistent terms in the Sewer Service Agreements are hereby amended and expressly superseded.

7. Muddy Creek Wastewater Treatment Plant. The Parties acknowledge that WSACC also currently operates the Muddy Creek Wastewater Treatment Plant (“MCWWTP”) to service the Midland area of Cabarrus County. The Parties acknowledge and agree that flow allocated from MCWWTP shall remain subject to the current flow allocation process with WSACC accepting flow requests for service pursuant to WSACC’s Sewer Allocation and Commitment Policy.

8. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received either (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

FOR CONCORD:

City Manager
P.O. Box 308
Concord, North Carolina, 28026-0308

paynel@concordnc.gov

City Attorney
P.O. Box 308
Concord, North Carolina, 28026-0308
kolczynv@concordnc.gov

Director of Water Resources
P.O. Box 308
Concord, North Carolina, 28026-0308
corleyj@concordnc.gov

FOR MIDLAND:

Any party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to all other Parties hereto.

9. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of the Interlocal Agreement controlling allocation from WSACC to Concord (the WSACC Agreement). In the event of termination of the WSACC Agreement, all flow allocation requests shall be processed in accordance with WSACC's policies then in-effect, including, without limitation, WSACC's Sewer Allocation and Commitment Policy.

10. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the Parties hereto that all other provisions of this Agreement shall remain in full force and effect.

11. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue

of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

13. Amendments. This Agreement may be amended or modified in whole or in part only by an agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

14. Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

15. Additional Documents. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

17. Fees and Expenses. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

18. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

[Signature Page to Follow]

TOWN OF MIDLAND

By: _____

Title: John Crump, Mayor

ATTEST

By: _____

Title: Nancy Boyden, Town Clerk

CITY OF CONCORD

By: _____

Title: William C. Dusch, Mayor

ATTEST

By: _____

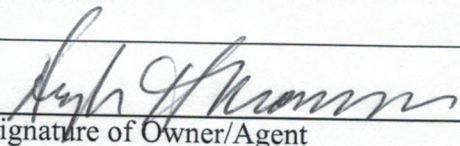
Title: Kim Deason, City Clerk

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: Stough Road Trailer Storage
2. Name and address of owner(s)/developer(s): Mike Bray
1830 W Airfield Drive, DFW Airport, TX 75261
3. Owner(s)/developer(s) telephone: 972.489.8430 Fax: _____
4. Name and address of surveyor/engineer: Chase Burton
5950 Fairview Road, Suite 100 Charlotte, NC 28210
5. Surveyor/engineer's telephone: 704.553.8881 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: Chase Burton
5950 Fairview Rd, Suite 100 Charlotte, NC 28210
8. Telephone number of person to whom comments should be sent: 704.553.8881
Fax: _____
9. Location of property: 4862 Stough Road
10. Cabarrus County P.I.N.#: 5518749619
11. Current zoning classification: L-1
12. Total acres: 74.019 Total lots proposed: 1
13. Brief Description of development: Single 39,000 SF building. Gravel/Asphalt yard for modular trailer storage.
14. Proposed Construction Schedule Begin January 2022 - End August 2022
15. Type of Service requested Fire and Domestic Water service

11/9/2021

Date

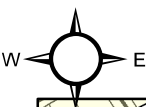

Signature of Owner/Agent

HUGH H. MORRISON
Name (printed)

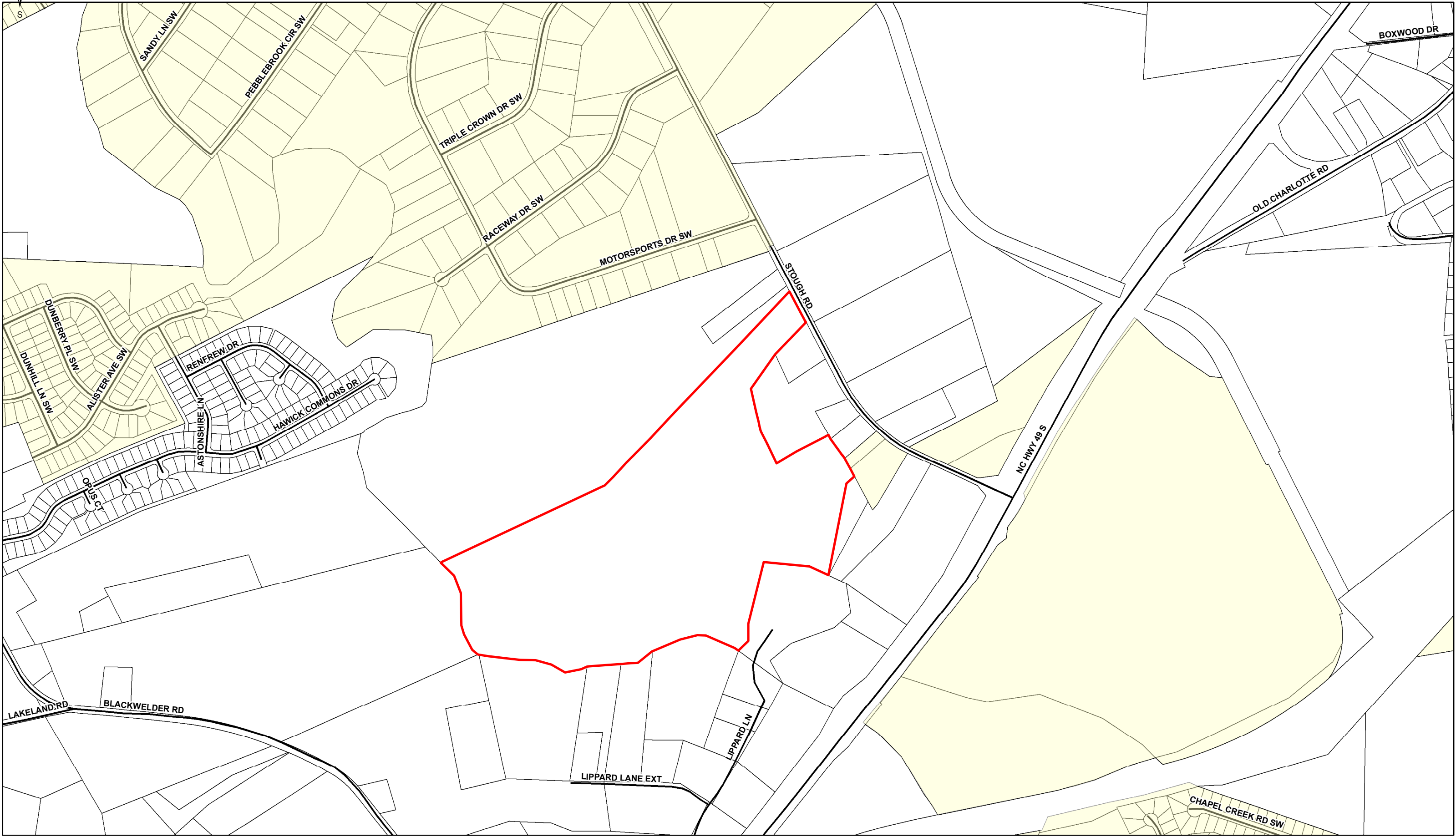
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:

Received by: _____ Date: _____



Preliminary Application



1 in = 600 ft

NORTH CAROLINA
CABARRUS COUNTY

STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2021, by Parkwood Baptist Church, Concord, North Carolina, a North Carolina non-profit corporation, whose principal address is 1069 Central Drive, Concord, NC 28027 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____.

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 1069 Central Drive, Concord, NC, Cabarrus County Property Identification Numbers (PINs): 5611-87-8992, 5611-88-4120 & 5611-88-5280. It being the lands conveyed to Grantor by deeds recorded in Book and Page 278/55 and 2485/125 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely a Dry Extended Detention Basin and a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “SCM Maint. & Access Easement Survey” and labeled “SCM Maintenance Easement 22933.98 sf 0.526 AC”**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the **Exhibit “A” titled “SCM Maint. & Access Easement Survey” and labeled “SCM Access Easement 5177.90 sf 0119 AC”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Dry Extended Detention Basin and Sand Filter Inspection and Maintenance Plans attached together as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those

set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Dry Extended Detention Basin and Sand Filter Inspection and Maintenance Plans.

2. Upon completion of the construction of the SCMs, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCMs and all components and structures related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG_____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated _____, 2021 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Parkwood Baptist Church, Concord, North Carolina, a North Carolina non-profit corporation

By: _____
Name: _____, Trustee

By: _____
Name: _____, Trustee

By: _____
Name: _____, Trustee

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he is a Trustee of Parkwood Baptist Church, Concord, North Carolina, a North Carolina non-profit corporation and that he as Trustee being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2021

Notary Public
My commission expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he is a Trustee of Parkwood Baptist Church, Concord, North Carolina, a North Carolina non-profit corporation and that he as Trustee being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2021

Notary Public
My commission expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he is a Trustee of Parkwood Baptist Church, Concord, North Carolina, a North Carolina non-profit corporation and that he as Trustee being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2021

Notary Public
My commission expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2021.

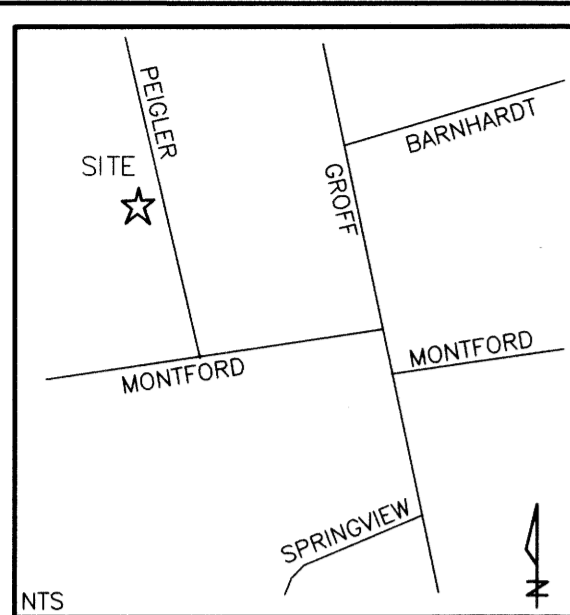
Notary Public _____
My commission expires: _____



MEMORADUM

DATE: Friday, December 10, 2021
 TO: Phillip Graham, Transportation Dir.
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Poplar Cove Subdivision
 PROJECT NUMBER: 2016-043
 DEVELOPER: Journey Capital, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, December 9, 2021
 ONE-YEAR WARRANTY DATE: Thursday, December 8, 2022

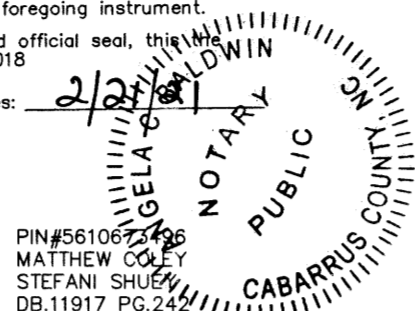
Street	Length in LF	ROW in FT	Plat
Poplar Cove DR NW	1244.00	50.00	Final Plat
Total	1244.00		



CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAN AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD, BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: *[Signature]* OWNER DATE: 2/26/18

NORTH CAROLINA
 CABARRUS COUNTY
 I, *Angela C. Baldwin*, a notary public for the State of North Carolina, do hereby certify that *Janina F. Collins* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 My commission expires: 2/27/2018



SITE CALCULATIONS
 TOTAL ACREAGE = 7.13 ACRES
 TOTAL LOTS BEFORE SUBDIVISION = 2
 TOTAL LOTS AFTER DIVISION = 23
 TOTAL ACERAGE IN LOTS = 5.04 ACRES
 TOTAL ACERAGE IN C.O.S. = 0.83 ACRES
 TOTAL IMPERVIOUS AREA = 40,920 S.F.
 TOTAL LENGTH OF SANITARY SEWER = 1109 L.F.
 TOTAL LENGTH OF WATER MAIN = 1,330 L.F.
 TOTAL AREA INSIDE PROPOSED R/W = 1.27 ACRES
 TOTAL LENGTH OF NEW STREETS = 1,244 L.F.

WATER MAIN EASEMENT LINE TABLE

LINE BEARING	DISTANCE
L1 N 80°34'01" E	13.71'
L2 N 54°25'59" W	19.39'
L3 N 09°25'23" W	13.71'

20' P.D.E. LINE TABLE

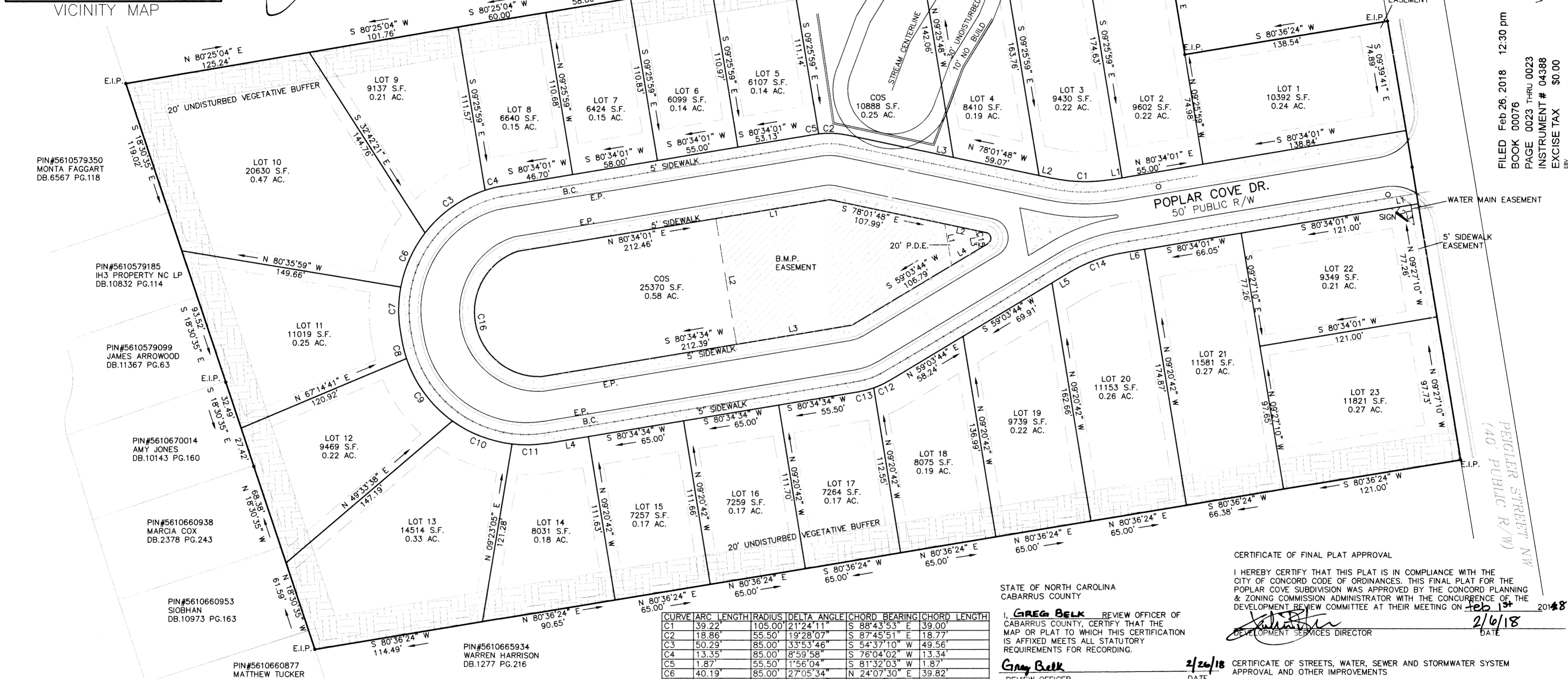
LINE BEARING	DISTANCE
L1 N 09°25'59" W	28.39'
L2 N 78°01'48" W	21.48'
L3 N 09°25'59" W	12.67'
L4 N 59°03'44" E	21.50'

B.M.P. EASEMENT LINE TABLE

LINE BEARING	DISTANCE
L1 S 80°34'01" W	177.63'
L2 N 09°25'26" W	85.99'
L3 S 80°34'34" W	78.90'



FILED Feb. 26, 2018 12:30 pm
 BOOK 00076
 PAGE 0023 THRU 0023
 INSTRUMENT # 04388
 EXCISE TAX \$0.00



- Notes:
- Iron pins at all lot corners unless otherwise noted.
 - Error of closure 1:10,000
 - Property may be subject to recorded or unrecorded rights-of-way or easements not observed.
 - Property is not located within 2000' of a NCGS monument.
 - City sewer and water is available.
 - Any relocation of existing electrical facilities will be at the owner/developers expense.
 - 5' public utility easement to be dedicated along public right of ways.
 - This plat creates a subdivision of land within the area of a county or municipality that has an ordinance that regulate parcels of land.

ZONING

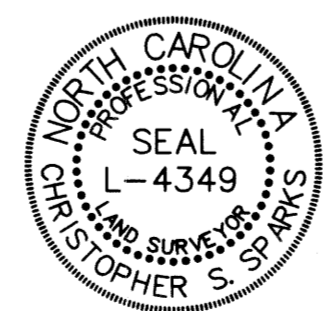
ZONED: RC-CD	SETBACKS
20' FRONT YARD	NEW IRON PIN
5' REAR YARD	CONCRETE MONUMENT
7' SIDE YARD	EXISTING IRON PIN
	BOUNDARY LINE

LEGEND

---	SETBACKS
•	NEW IRON PIN
•	CONCRETE MONUMENT
•	EXISTING IRON PIN
---	BOUNDARY LINE

SURVEYOR'S CERTIFICATION
 I, Christopher S. Sparks certify that this map was drawn by me from an actual survey made by me deed description recorded in Book 11341 Page 222 ; (that the ratio of precision as calculated by latitudes and departures is 1:10,000+, that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____ Page _____; that this map was prepared in accordance with G.S. 47-30, as amended.
 Witness my hand and seal this 17th day of NOV, AD 2017.
Christopher Sparks
 Professional Land Surveyor
 L-4349
 Registration Number

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.22	105.00	21°24'11"	S 88°43'53" E	39.00'
C2	18.86	55.50	19°28'07"	S 87°45'51" E	18.77'
C3	50.29	85.00	33°53'46"	S 54°37'10" W	49.56'
C4	13.35	85.00	8°59'58"	S 76°04'02" W	13.34'
C5	1.87	55.50	1°56'04"	S 81°32'03" W	1.87'
C6	40.19	85.00	27°05'34"	N 24°07'30" E	39.82'
C7	29.69	85.00	20°00'42"	S 00°34'22" W	29.54'
C8	13.26	85.00	8°56'08"	S 13°54'03" E	13.24'
C9	53.13	85.00	35°48'58"	N 36°16'36" W	52.27'
C10	43.63	85.00	29°24'37"	N 68°53'23" W	43.15'
C11	23.48	85.00	15°49'45"	S 88°29'26" W	23.41'
C12	11.29	55.50	11°39'31"	S 64°53'30" W	11.27'
C13	9.55	55.50	9°51'19"	N 75°38'54" E	9.53'
C14	39.39	105.00	21°29'46"	N 69°48'37" E	39.16'
C15	9.57	4.00	137°05'32"	N 09°29'02" W	7.45'
C16	123.89	43.44	163°23'23"	N 10°16'36" W	85.98'



SPARKS SURVEYING
 4485 NEEDMORE RD.
 WOODLEAF, N.C. 27054
 PHONE (704) 577-8429
 F-1064

CERTIFICATE OF FINAL PLAT APPROVAL
 I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE POPLAR COVE SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON Feb 13, 2018.
 STATE OF NORTH CAROLINA
 CABARRUS COUNTY
 I, **GREG BELK** REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Greg Belk REVIEW OFFICER DATE: 2/26/18

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS
 I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.
Greg Belk DEVELOPMENT SERVICES DIRECTOR DATE: 2/26/18
Greg Belk REVIEW OFFICER DATE: 2/26/18
Greg Belk DIRECTOR OF ENGINEERING DATE: 2/22/18

FINAL PLAT OF POPLAR COVE SUBDIVISION

DESCRIPTION: RECORD PLAT

Scale: 1" = 50' Date: 11/17/17

PIN#5610674215, 5610674096
 DB.11341 PG.222
 NUMBER 2 TOWNSHIP
 CABARRUS COUNTY, N.C.

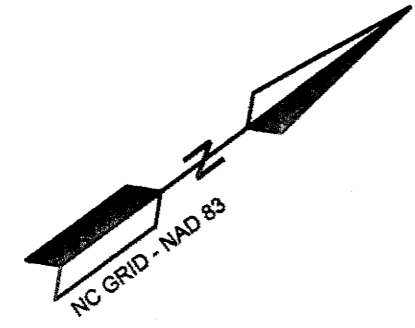
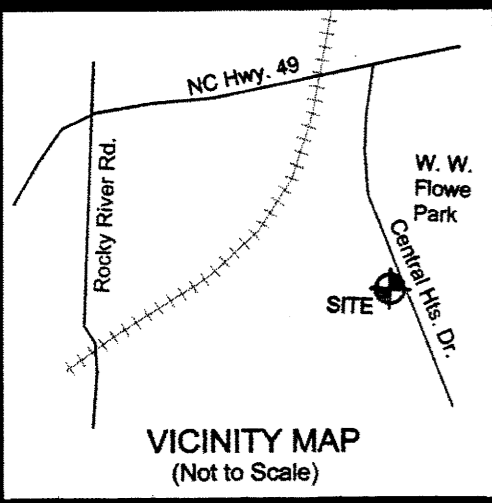


MEMORADUM

DATE:
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Park View Estates PH 1 and 2
 PROJECT NUMBER: 2015-016 and 2017-025
 DEVELOPER: Park View Estates, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, December 9, 2021
 ONE-YEAR WARRANTY DATE: Thursday, December 8, 2022

Street	Length in LF	ROW in FT	Plat
Falls Lake DR SW	1311.00	60.00	PH 1A MP 1
Hollis CR SW	837.00	50.00	PH 1A MP 1
Falls Lake DR SW	414.00	60.00	PH 1 MP 2
New River DR SW	120.00	50.00	PH 1 MP 2
Falls Lake DR SW	443.00	60.00	PH 1 MP 3
Falls Lake DR SW	172.00	60.00	PH 1 MP 4
Burning Embers LN SW	78.00	60.00	PH 1 MP 4
New River DR SW	302.00	50.00	PH 1 MP 4
Burning Embers LN SW	533.00	60.00	PH 1 MP 5
New River DR SW	315.00	50.00	PH 1 MP 5
Falls Lake DR SW	116.00	60.00	PH 1 MP 6
New River DR SW	138.00	50.00	PH 2 MP 1
Hearth LN SW	900.00	60.00	PH 2 MP 1
Hearth LN SW	820.00	60.00	PH 2 MP 2
New River DR SW	151.00	50.00	PH 2 MP 2
Falls Lake DR SW	376.00	60.00	PH 2 MP 3
Edie Lane SW	130.00	50.00	PH 2 MP 3
Falls Lake DR SW	777.00	60.00	PH 3 MP 1
Hearth LN SW	545.00	60.00	PH 3 MP 1
Raven Rock PL SW	260.00	50.00	PH 3 MP 1
Falls Lake DR SW	243.00	60.00	PH 3 MP 2
Hearth LN SW	290.00	60.00	PH 3 MP 2
Total	9271.00		

BK 9 - 19



REVIEW OFFICERS CERTIFICATE

State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Review Officer: Greg D. Belk (As) Date: 9/29/15

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 23rd day of September, A.D., 2015.

- I also certify to one or more of the following as indicated:
[X] A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
C. That this plat is of an existing parcel(s) of land;
D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer, PLS #4444



NOW OR FORMERLY Cabarrus County Deed Bk. 7898, Pg. 118 PIN #5528672976 Cabarrus Co. Registry

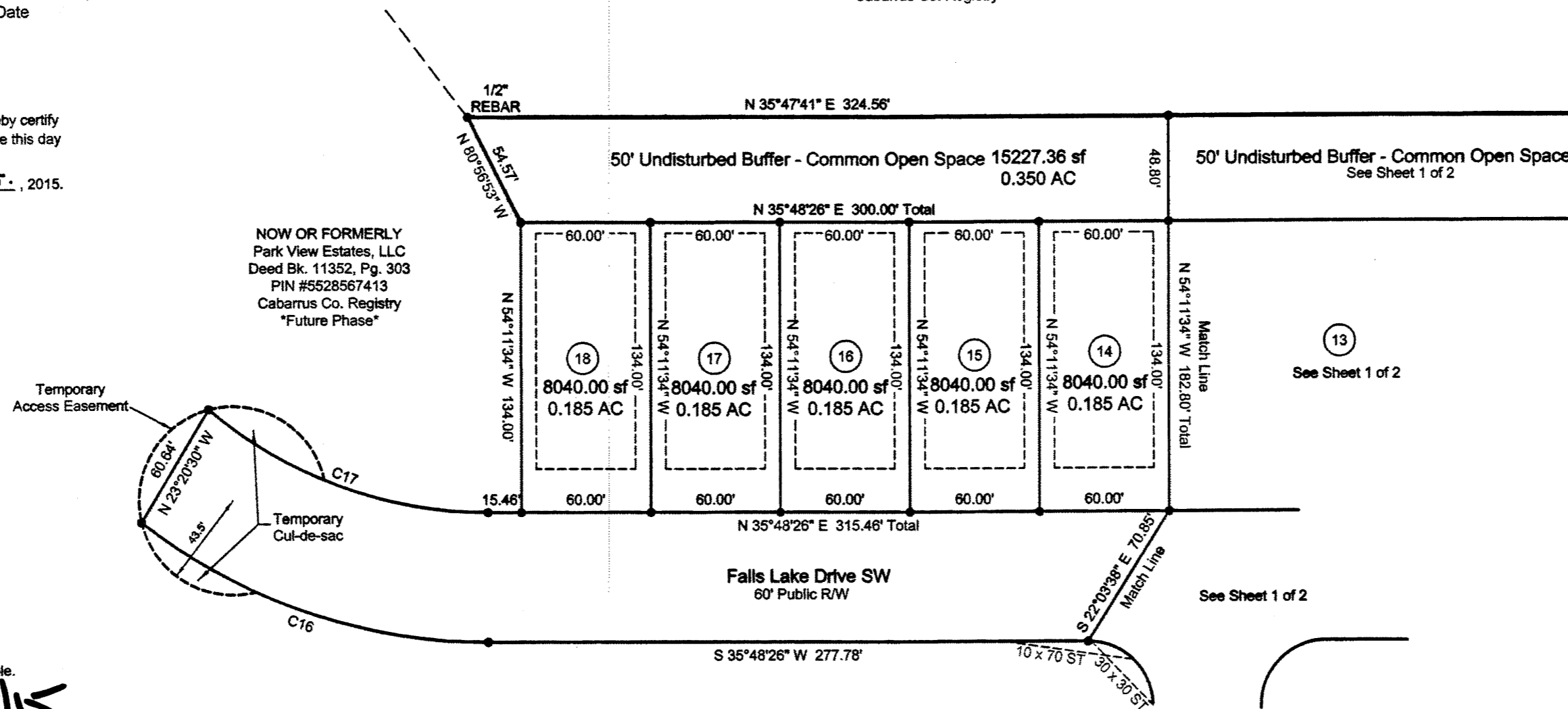
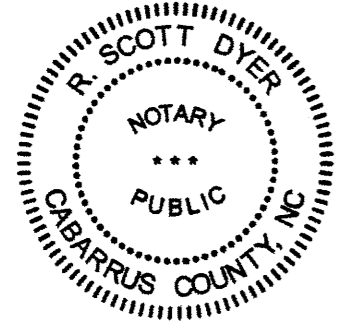
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, open space and/or parks except those specifically indicated as private, and that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements.

Owner: Robert W. Hines Date: 9/23/15

North Carolina Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Hines personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 23rd day of Sept., 2015.

R. Scott Dyer, Notary Public My commission expires 10/20/2016.



NOW OR FORMERLY Park View Estates, LLC Deed Bk. 11352, Pg. 303 PIN #5528567413 Cabarrus Co. Registry "Future Phase"

NOW OR FORMERLY Park View Estates, LLC Deed Bk. 11352, Pg. 303 PIN #5528567413 Cabarrus Co. Registry "Future Phase"

Certificate of Fee Payment

I hereby certify that all fees for Park View Estates Subdivision Phase 1A, Map 1 have been paid, or that the fees are not applicable.

Director of Finance: Dan Nisic Date: 9/29/15

Certificate of Streets, Water & Sewer System Approval & other Improvements

I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the state of North Carolina in the Park View Estates Subdivision Phase 1A, Map 1.

Director of Engineering: N. Sue Haddo Date: 9/29/15

Certificate of Final Plat Approval

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates Subdivision, Ph. 1A, Map 1 was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on 9/24/15, 2015.

Development Services Director: Vincent Brown (Vern) Date: 9/29/15

Certificate of Acceptance of Offer of Dedication

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on Sept. 10, 2015.

City Clerk: Kim J. Deason Date: 9/29/15

Table with 2 columns: CD-RV SETBACKS, and 3 rows: FRONT (20'), SIDEYARD (7'), REARYARD (5').

See Lot #83 for Typical

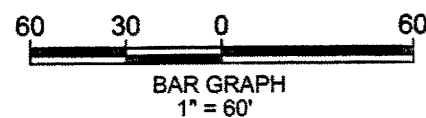


Table with 3 columns: LINE, BEARING, DISTANCE. Rows: L1 (S 46°50'29" W, 3.26'), L2 (S 35°48'27" W, 20.34'), L3 (S 37°05'49" W, 13.97').

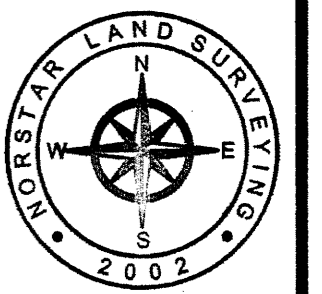
Table with 5 columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING. Rows: C1 through C17.

FILED Sep 29, 2015 04:00 pm CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS INSTRUMENT # 23968 EXCISE TAX \$0.00

GPS Grid Tie Information table with columns for GPS HV-6, GPS HV-8, and GPS HV-6 to GPS HV-8. Includes coordinates and NAD 83/NAVD 88 data.

NOTES:

- * Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC
* Map Reference - 92.285 AC - Central Heights Drive Dated July 14, 2014 Performed by R. Scott Dyer, PLS
* This plat is subject to any rights-of-way, easements or agreements of record.
* Zoned: CD-RV
* Total number of lots = 28
* Total Acreage = 16.352 AC.
* Total Acreage in lots = 4.1734 AC.
* Total Acreage in streets = 2.812 AC.
* Total Acreage in Common Open Space = 7.068 AC.
* Falls Lake Drive SW = 1,311.05 LF - 1.833 AC.
* Hollis Circle SW = 837.66 LF - 0.979 AC.
* 1/2" Rebar set at all corners unless otherwise noted.
* PIN #5528567413



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

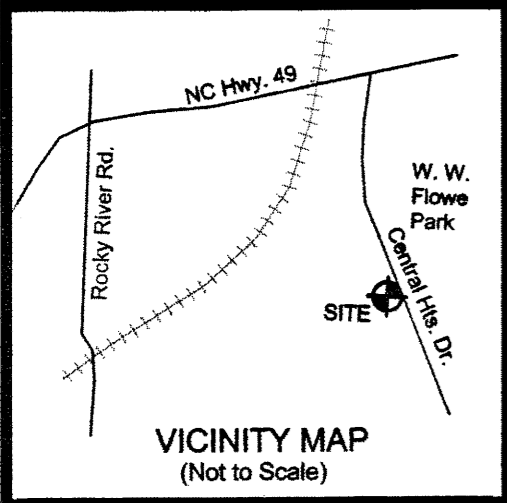
Prepared for: Park View Estates, LLC 19 Franklin Avenue NW Concord, NC 28025
Park View Estates Phase 1A, Map 1
City of Concord Township #11 Cabarrus County, NC
FINAL PLAT

DATE: August 17, 2015
SCALE: 1" = 60'
NLS NO.: 15024
DRAWN BY: S. Kimrey
CHECKED BY: S. Dyer

Table with columns: REVISION, DATE. Multiple rows for tracking changes.

SHEET 2 OF 2

BK 67 1-48



NOW OR FORMERLY
Cabarrus County
Deed Bk. 7898, Pg. 118
PIN #5528672976
Cabarrus Co. Registry

See Sheet 2 of 2 for Curve and Line Tables

GPS HV-8
(1/2" REBAR)
See Sheet 2 of 2



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

Prepared for:
Park View Estates Phase 1A, Map 1
Park View Estates, LLC
19 Franklin Avenue NW
Concord, NC 28025
City of Concord Township #11 Cabarrus County, NC

DATE	August 17, 2015
SCALE	1" = 60'
NLS NO.	15024
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
FILED	SEP 29 2015 04:00 pm
BOOK	00069
PAGE	0048 THRU 0048
INSTRUMENT #	23967
EXCISE TAX	\$0.00
REGISTER OF DEEDS	WAYNE NIXON
BY	
REVISION	
DATE	
SHEET	1 OF 2

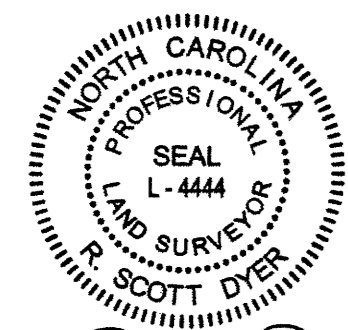
LEGEND
R/W - RIGHT OF WAY
PSDE - PUBLIC STORM DRAIN EASEMENT
PRSDE - PRIVATE STORM DRAIN EASEMENT
ST - SIGHT TRIANGLE
COS - COMMON OPEN SPACE
CP - CALCULATED POINT

CD-RV SETBACKS

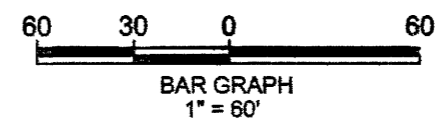
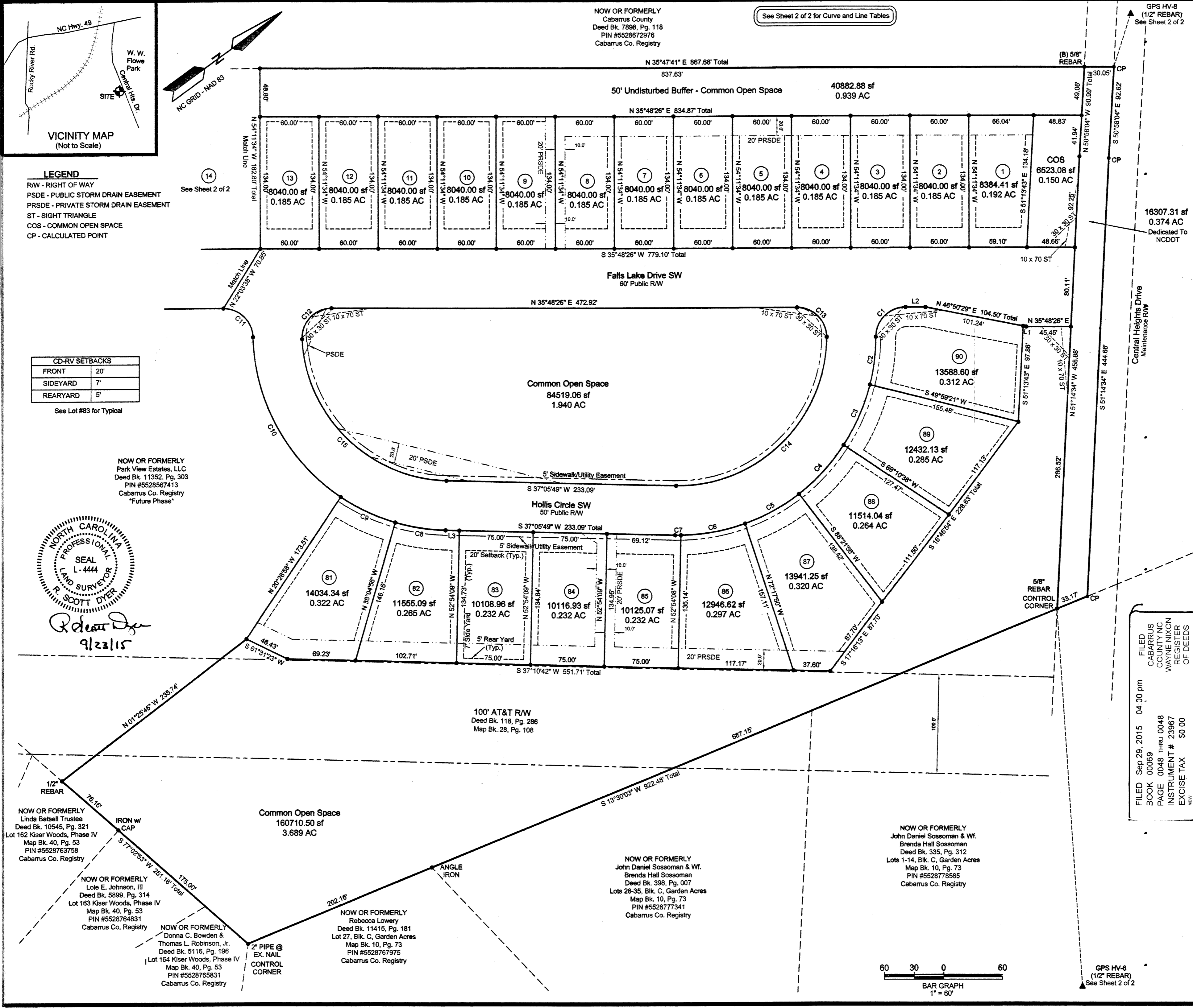
FRONT	20'
SIDEYARD	7'
REARYARD	5'

See Lot #83 for Typical

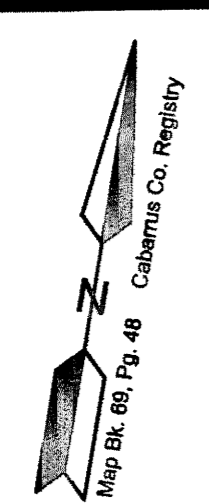
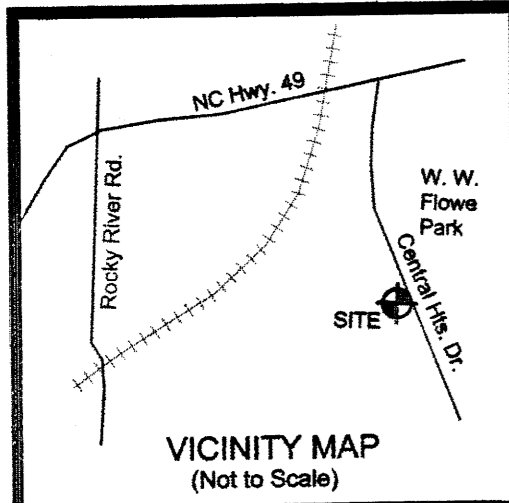
NOW OR FORMERLY
Park View Estates, LLC
Deed Bk. 11352, Pg. 303
PIN #5528567413
Cabarrus Co. Registry
Future Phase



R. Scott Dyer
9/23/15



GPS HV-6
(1/2" REBAR)
See Sheet 2 of 2



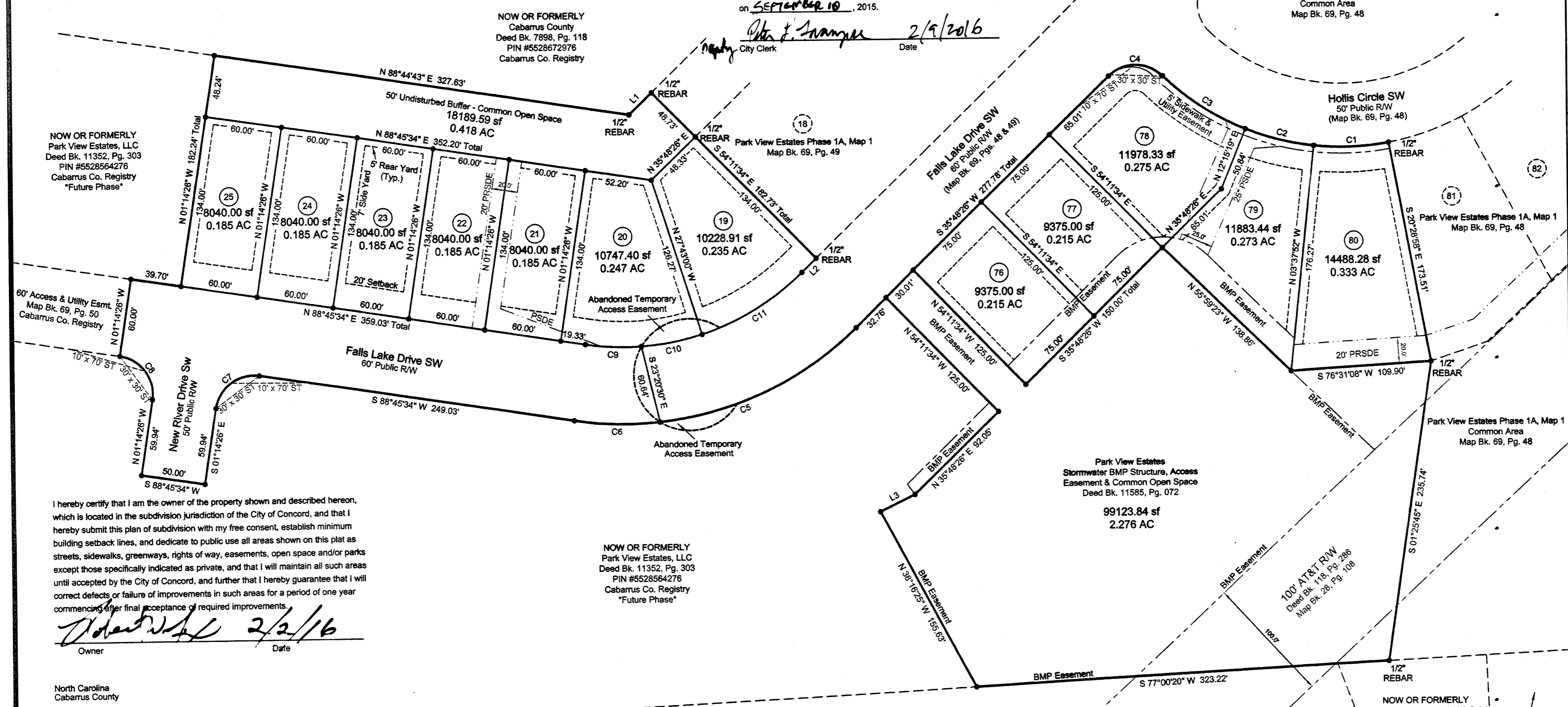
REVIEW OFFICERS CERTIFICATE
 State of North Carolina County of Cabarrus
 I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
 Review Officer: Greg Belk Date: 2/9/16
 Certificate of Final Plat Approval
 I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates Subdivision, Ph. 1, Map 2 was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on 2/4, 2016.
 Development Services Director: Margaret Pearson Date: 2/9/16

Certificate of Fee Payment
 I hereby certify that all fees for Park View Estates Subdivision Phase 1, Map 2 have been paid, or that the fees are not applicable.
 Director of Finance: Paulina Date: 2/9/16
Certificate of Streets, Water & Sewer System Approval & other Improvements
 I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the state of North Carolina in the Park View Estates Subdivision Phase 1, Map 2.
 Director of Engineering: M. S. Hude Date: 2/9/16
Certificate of Acceptance of Offer of Dedication
 I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on SEPTEMBER 10, 2015.
 City Clerk: John T. Swanger Date: 2/9/2016

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	200.00'	58.82'	58.61'	S 77°56'35" W
C2	200.00'	55.45'	55.28'	N 85°41'17" W
C3	200.00'	77.66'	77.18'	N 66°37'13" W
C4	30.00'	46.44'	41.94'	S 80°09'21" W
C5	260.00'	133.40'	131.95'	S 59°14'44" W
C6	260.00'	67.23'	67.04'	S 81°21'07" W
C7	30.00'	47.12'	42.43'	S 43°45'34" W
C8	30.00'	47.12'	42.43'	N 46°14'26" W
C9	200.00'	44.02'	43.93'	N 82°27'14" E
C10	200.00'	48.40'	48.28'	N 69°12'57" E
C11	200.00'	92.42'	91.60'	N 49°02'43" E

LINE	BEARING	DISTANCE
L1	N 35°47'41" E	24.56'
L2	N 35°48'26" E	15.46'
L3	N 54°08'54" E	30.00'

LEGEND
 R/W - RIGHT OF WAY
 PSDE - PUBLIC STORM DRAIN EASEMENT
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE



I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, open space and/or parks except those specifically indicated as private, and that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements.
 Owner: Robert W. Nix Date: 2/2/16

NOW OR FORMERLY
 Park View Estates, LLC
 Deed Bk. 11352, Pg. 303
 PIN #5528564276
 Cabarrus Co. Registry
 "Future Phase"

Park View Estates
 Stormwater BMP Structure, Access
 Easement & Common Open Space
 Deed Bk. 11585, Pg. 072
 99123.84 sf
 2.276 AC

NOW OR FORMERLY
 Danny G. Bost LLC
 Deed Bk. 5797, Pg. 73
 Map Bk. 40, Pg. 53
 PIN #552869640
 Cabarrus Co. Registry

NOW OR FORMERLY
 Mark A. Dohert & Wf. Michelle
 Deed Bk. 11453, Pg. 253
 Lot 161 Kiser Woods, Phase IV
 Map Bk. 40, Pg. 53
 PIN #5528762774
 Cabarrus Co. Registry

NOW OR FORMERLY
 Gordon Wilson Wright & Wf. Sylvia
 Deed Bk. 11670, Pg. 118
 Lot 162 Kiser Woods, Phase IV
 Map Bk. 40, Pg. 53
 PIN #5528763758
 Cabarrus Co. Registry

NOW OR FORMERLY
 Lole E. Johnson, III
 Deed Bk. 5899, Pg. 314
 Lot 163 Kiser Woods, Phase IV
 Map Bk. 40, Pg. 53
 PIN #5528764831
 Cabarrus Co. Registry

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.) that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 1st day of February, A.D., 2016.

- I also certify to one or more of the following as indicated:
- A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 - B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 - C. That this plat is of an existing parcel(s) of land;
 - D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 - E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

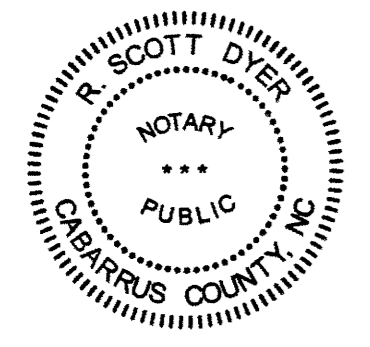
Robert W. Nix
 R. Scott Dyer, PLS #4444

- NOTES:**
- * Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
 - * Map Reference - Park View Estates Phase 1A, Map 1 Dated August 17, 2015 Map Bk. 69, Pgs. 48 & 49 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
 - * This plat is subject to any rights-of-way, easements or agreements of record.
 - * Zoned: CD-RV
 - * Total number of lots = 12
 - * Total Acreage = 6.089 AC.
 - * Total Acreage in lots = 2.718 AC.
 - * Total Acreage in Common Open Space = 2.688 AC.
 - * Falls Lake Drive SW = 414.67 LF, New River Drive SW = 120 LF - 0.571 AC.
 - * 1/2" Rebar set at all corners unless otherwise noted.
 - * PIN #5528564276

North Carolina Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nix personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and official seal this the 2nd day of FEBRUARY, 2016.

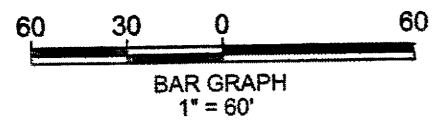
R. Scott Dyer, Notary Public
 My commission expires 10/20/2016.



CD-RV SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'

See Lot #23 for Typical

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS



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

Park View Estates Phase 1, Map 2
 City of Concord Township #11 Cabarrus County, NC

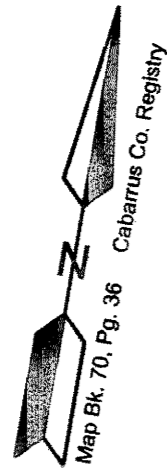
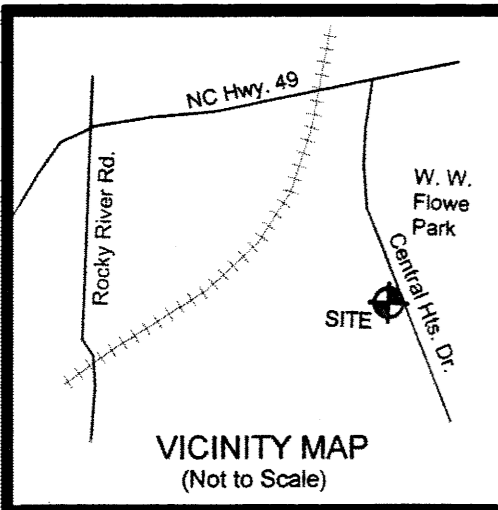
FINAL PLAT

Prepared for: _____

DATE: December 10, 2015
 SCALE: 1" = 60'
 NLS NO.: 15024
 DRAWN BY: S. Kimrey
 CHECKED BY: S. Dyer

BY	REVISION	DATE

SHEET 1 OF 1



REVIEW OFFICERS CERTIFICATE
 State of North Carolina County of Cabarrus
 I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg D. Belk (AS) 6/24/16
 Review Officer Date

Certificate of Final Plat Approval
 I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates Subdivision, Ph. 1, Map 3 was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on June 23, 2016.
Wingard Hanson (WMA) 6/23/16
 Development Services Director Date

Certificate of Fee Payment
 I hereby certify that all fees for Park View Estates Subdivision Phase 1, Map 3 have been paid, or that the fees are not applicable.
Deanna Jones 6/24/16
 Director of Finance Date

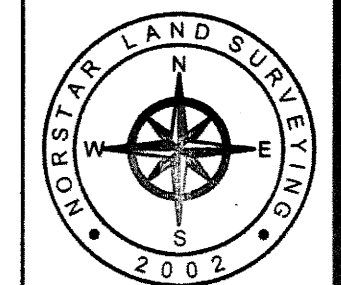
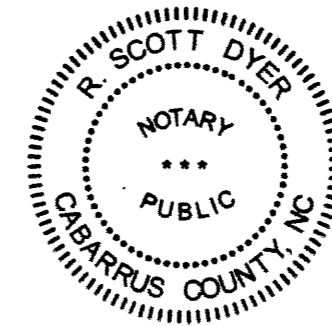
Certificate of Streets, Water & Sewer System Approval & other Improvements
 I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the state of North Carolina in the Park View Estates Subdivision Phase 1, Map 3.
Sue B. Hyslop (EF) 6/24/2016
 Director of Engineering Date

Certificate of Acceptance of Offer of Dedication
 I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on MAY 19, 2016.
Keith L. Granger 6/24/2016
 City Clerk Date

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, open space and/or parks except those specifically indicated as private, and that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements.
Robert W. At 6/1/16
 Owner Date

North Carolina Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and official seal this the 16th day of June, 2016.
R. Scott Dyer
 R. Scott Dyer, Notary Public
 My commission expires 10/20/2016.



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

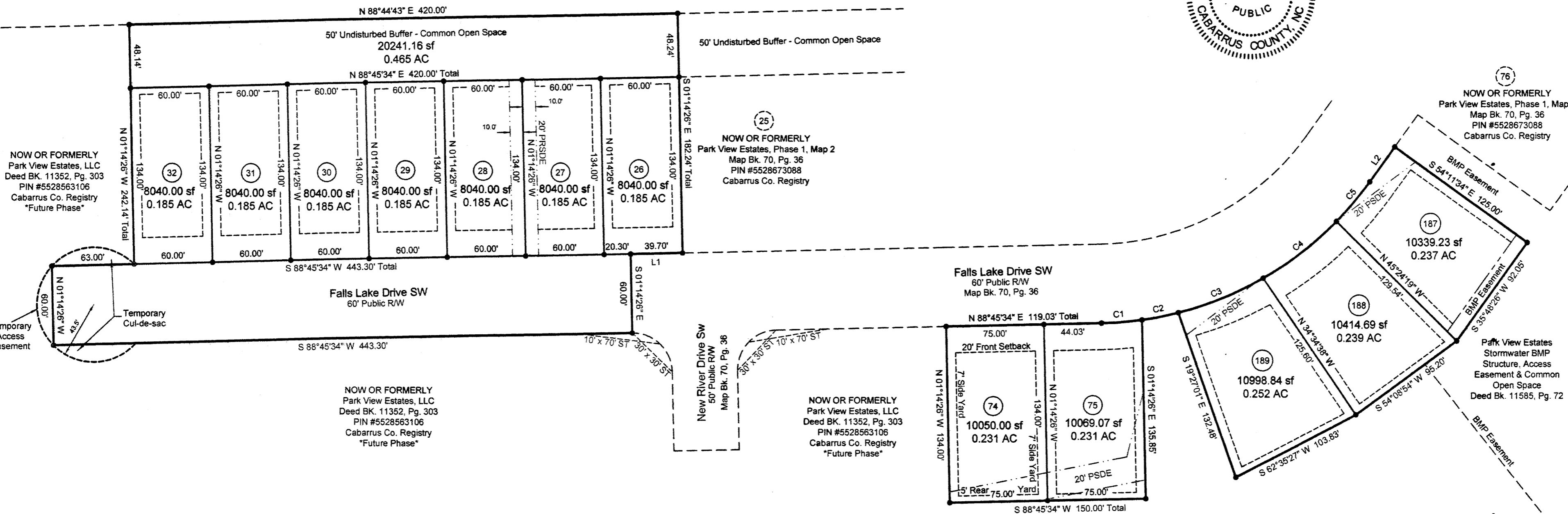
Prepared for:
Park View Estates Phase 1, Map 3
 City of Concord Township #11 Cabarrus County, NC

DATE	March 23, 2016
SCALE	1" = 60'
NLS NO.	15024
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	
SHEET	1 OF 1

LEGEND
 R/W - RIGHT OF WAY
 PSDE - PUBLIC STORM DRAIN EASEMENT
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE

NOW OR FORMERLY
 Cabarrus County
 Deed Bk. 7898, Pg. 118
 PIN #5528672976
 Cabarrus Co. Registry

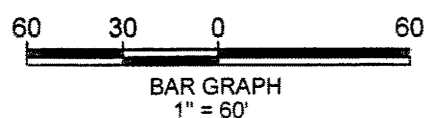
NOW OR FORMERLY
 Park View Estates, Phase 1, Map 2
 Map Bk. 70, Pg. 36
 PIN #5528673088
 Cabarrus Co. Registry



LINE	BEARING	DISTANCE
L1	S 88°45'34" W	39.70'
L2	N 35°48'26" E	32.76'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	260.00'	31.04'	31.02'	N 85°20'22" E
C2	260.00'	28.09'	28.08'	N 78°49'28" E
C3	260.00'	70.34'	70.13'	N 67°58'45" E
C4	260.00'	71.16'	70.94'	N 52°23'15" E
C5	260.00'	39.66'	39.62'	N 40°10'37" E

CD-RV SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'

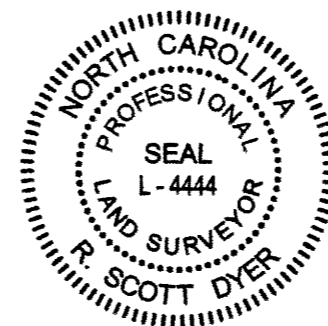


See Lot #74 for Typical

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 23rd day of May, A.D., 2016.

I also certify to one or more of the following as indicated:
 A. That this plat is of a survey that creates a subdivision of land within the the area of county or municipality that has an ordinance that regulates parcels of land;
 B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 C. That this plat is of an existing parcel(s) of land;
 D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

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



NOW OR FORMERLY
 Park View Estates, LLC
 Deed Bk. 11352, Pg. 303
 PIN #5528563106
 Cabarrus Co. Registry
 "Future Phase"

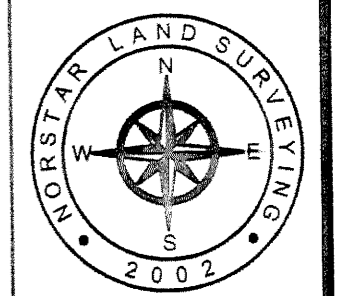
FILED Jun 24, 2016 11:31 am FILED
 BOOK 00071 CABARRUS COUNTY NC
 PAGE 0021 THRU 0021 WAYNE NIXON
 INSTRUMENT # 15638 REGISTER
 EXCISE TAX \$0.00 OF DEEDS

NOTES:

- * Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
- * Map Reference - Park View Estates Phase 1A, Map 1 Dated August 17, 2015 Map Bk. 69, Pgs. 48 & 49 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
- * This plat is subject to any rights-of-way, easements or agreements of record.
- * Zoned: CD-RV
- * Total number of lots = 12
- * Total Acreage = 3.559 AC.
- * Total Acreage in lots = 2.483 AC.
- * Total Acreage in Common Open Space = 0.465 AC.
- * Falls Lake Drive SW = 443.30 LF - 0.611 AC.
- * 1/2" Rebar set at all corners unless otherwise noted.
- * PIN #5528563106

Book 00071

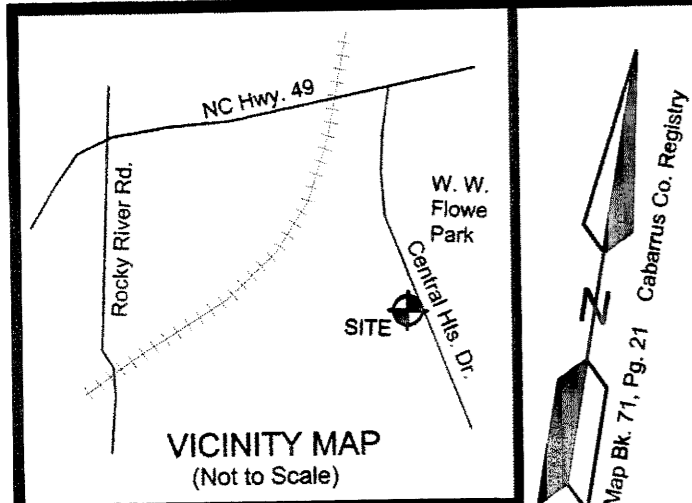
See Sheet 2 of 2 for certifications and notes



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

Prepared for:
Park View Estates Phase 1, Map 4
 City of Concord Township #11 Cabarrus County, NC
FINAL PLAT

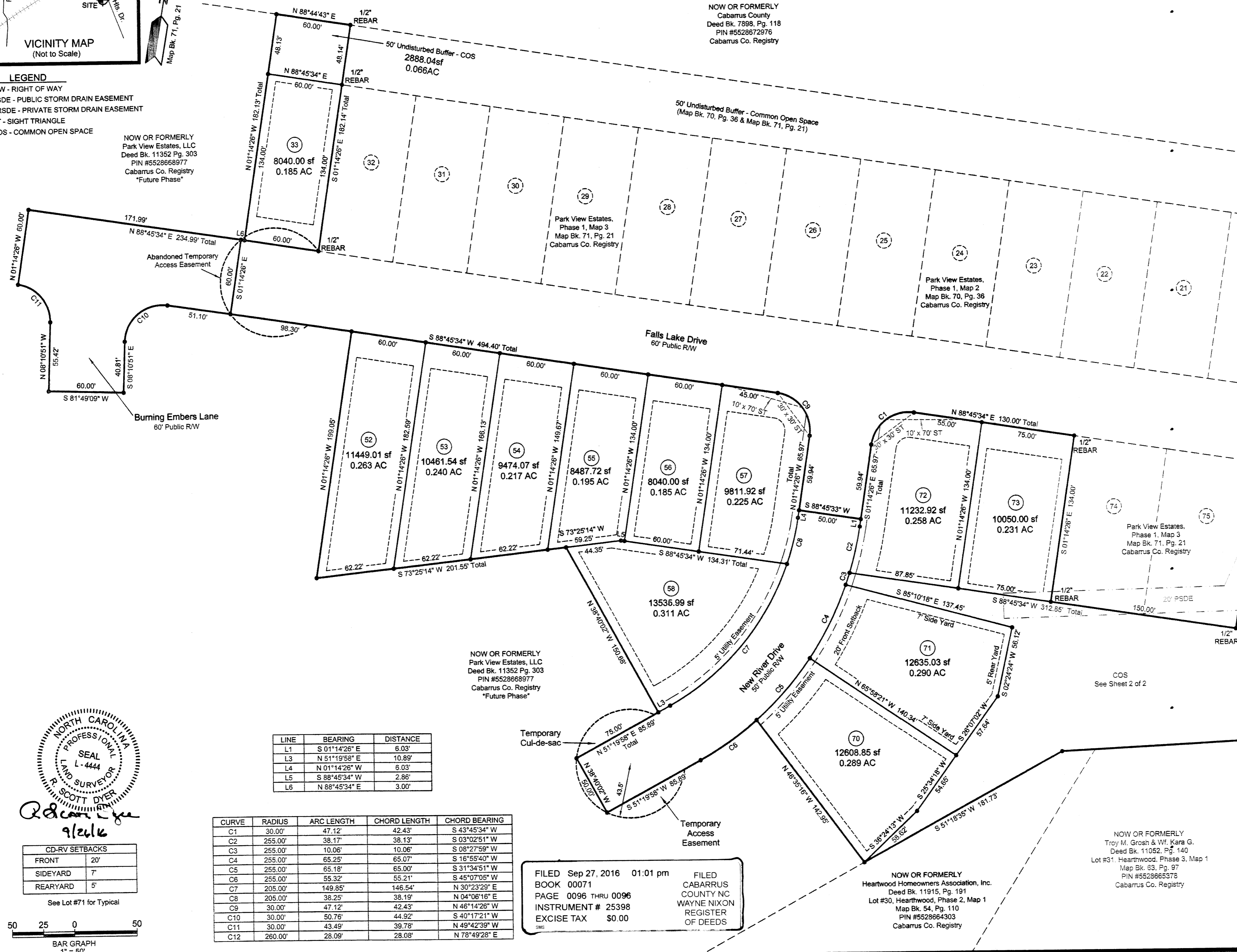
DATE	July 21, 2016
SCALE	1" = 50'
NLS NO.	15024
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	
SHEET	1 OF 2



LEGEND
 R/W - RIGHT OF WAY
 PSDE - PUBLIC STORM DRAIN EASEMENT
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE
 COS - COMMON OPEN SPACE

NOW OR FORMERLY
 Park View Estates, LLC
 Deed Bk. 11352 Pg. 303
 PIN #5528668977
 Cabarrus Co. Registry
 "Future Phase"

NOW OR FORMERLY
 Cabarrus County
 Deed Bk. 7898, Pg. 118
 PIN #5528672876
 Cabarrus Co. Registry



NOW OR FORMERLY
 Park View Estates, LLC
 Deed Bk. 11352 Pg. 303
 PIN #5528668977
 Cabarrus Co. Registry
 "Future Phase"

NOW OR FORMERLY
 Heartwood Homeowners Association, Inc.
 Deed Bk. 11915, Pg. 191
 Lot #30, Heartwood, Phase 2, Map 1
 Map Bk. 54, Pg. 110
 PIN #5528664303
 Cabarrus Co. Registry

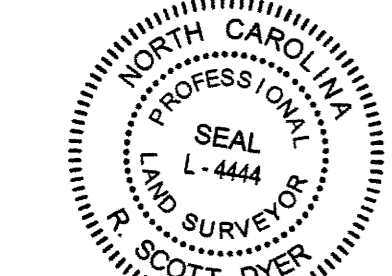
NOW OR FORMERLY
 Troy M. Grosh & Wf. Kara G.
 Deed Bk. 11052, Pg. 140
 Lot #31, Heartwood, Phase 3, Map 1
 Map Bk. 63, Pg. 97
 PIN #5528665378
 Cabarrus Co. Registry

LINE	BEARING	DISTANCE
L1	S 01°14'26" E	6.03'
L3	N 51°19'58" E	10.89'
L4	N 01°14'26" W	6.03'
L5	S 88°45'34" W	2.86'
L6	N 88°45'34" E	3.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	30.00'	47.12'	42.43'	S 43°45'34" W
C2	255.00'	38.17'	38.13'	S 03°02'51" W
C3	255.00'	10.06'	10.06'	S 08°27'59" W
C4	255.00'	65.25'	65.07'	S 16°55'40" W
C5	255.00'	65.18'	65.00'	S 31°34'51" W
C6	255.00'	55.32'	55.21'	S 45°07'05" W
C7	205.00'	149.85'	146.54'	N 30°23'29" E
C8	205.00'	38.25'	38.19'	N 04°06'16" E
C9	30.00'	47.12'	42.43'	N 46°14'26" W
C10	30.00'	50.76'	44.92'	S 40°17'21" W
C11	30.00'	43.49'	39.78'	N 49°42'39" W
C12	260.00'	28.09'	28.08'	N 78°49'28" E

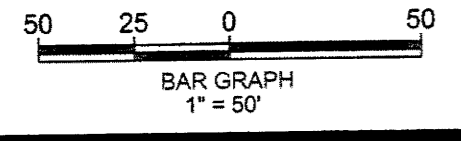
FILED Sep 27, 2016 01:01 pm
 BOOK 00071
 PAGE 0096 THRU 0096
 INSTRUMENT # 25398
 EXCISE TAX \$0.00

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS



See Lot #71 for Typical

CD-RV SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'



See Sheet 1 of 2 for curve and line tables

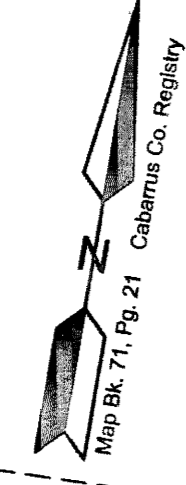
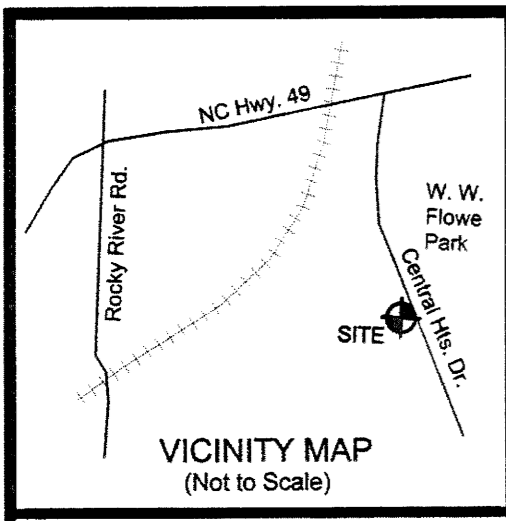
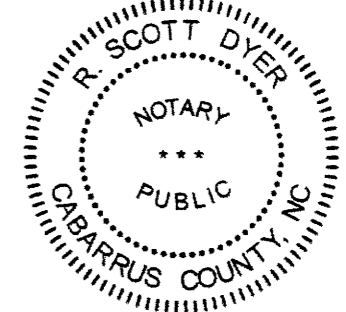
REVIEW OFFICERS CERTIFICATE

State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg Belk 9/27/16
Review Officer Date

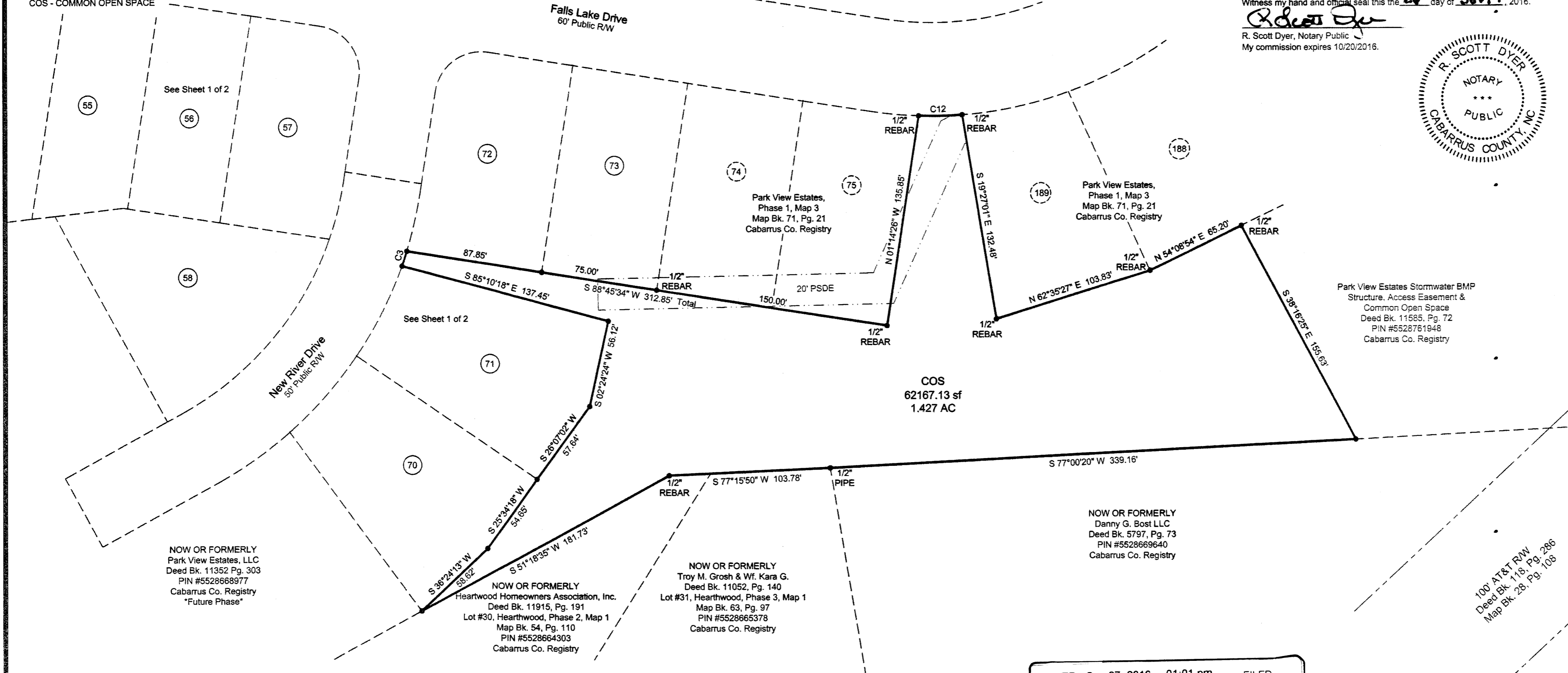
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, open space and/or parks except those specifically indicated as private, and that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements.
Owner Date

Certificate of Final Plat Approval
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates Subdivision, Ph. 1, Map 4 was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on September 28, 2016.
Development Services Director Date

North Carolina Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 24th day of Sept., 2016.
R. Scott Dyer, Notary Public
My commission expires 10/20/2016.



LEGEND
R/W - RIGHT OF WAY
PSDE - PUBLIC STORM DRAIN EASEMENT
PRSDE - PRIVATE STORM DRAIN EASEMENT
ST - SIGHT TRIANGLE
COS - COMMON OPEN SPACE



NOW OR FORMERLY Park View Estates, LLC Deed Bk. 11352 Pg. 303 PIN #5528668977 Cabarrus Co. Registry "Future Phase"

NOW OR FORMERLY Heartwood Homeowners Association, Inc. Deed Bk. 11915, Pg. 191 Lot #30, Heartwood, Phase 2, Map 1 Map Bk. 54, Pg. 110 PIN #5528664303 Cabarrus Co. Registry

NOW OR FORMERLY Troy M. Grosh & Wf. Kara G. Deed Bk. 11052, Pg. 140 Lot #31, Heartwood, Phase 3, Map 1 Map Bk. 63, Pg. 97 PIN #5528665378 Cabarrus Co. Registry

NOW OR FORMERLY Danny G. Bost LLC Deed Bk. 5797, Pg. 73 PIN #5528669640 Cabarrus Co. Registry

Certificate of Fee Payment
I hereby certify that all fees for Park View Estates Subdivision Phase 1, Map 4 have been paid, or that the fees are not applicable.
Director of Finance Date

Certificate of Streets, Water & Sewer System Approval & other Improvements
I hereby certify that all streets, storm drainage systems, water and sewer systems and other improvements have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the state of North Carolina in the Park View Estates Subdivision Phase 1, Map 4.
Director of Engineering Date

Certificate of Acceptance of Offer of Dedication
I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on Sept. 8, 2016.
City Clerk Date

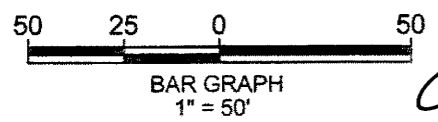
FILED Sep 27, 2016 01:01 pm
BOOK 00071
PAGE 0097 THRU 0097
INSTRUMENT # 25399
EXCISE TAX \$0.00
FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 26th day of September, A.D., 2016.

- I also certify to one or more of the following as indicated:
A. That this plat is of a survey that creates a subdivision of land within the the area of county or municipality that has an ordinance that regulates parcels of land;
B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
C. That this plat is of an existing parcel(s) of land;
D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.



R. Scott Dyer, PLS #4444

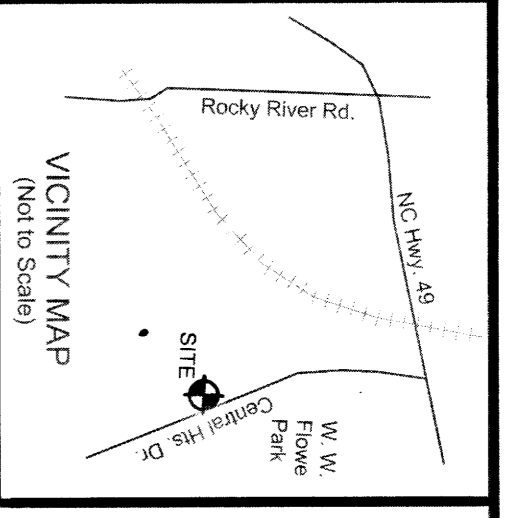


NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Prepared for:
Park View Estates Phase 1, Map 4
City of Concord Township #11 Cabarrus County, NC
FINAL PLAT

Table with columns for DATE, SCALE, NLS NO., DRAWN BY, CHECKED BY, and a grid for REVISIONS and SHEETS.

- NOTES:
- Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
- Map Reference - Park View Estates Phase 1, Map 3 Dated March 23, 2016 Map Bk. 71, Pgs. 21 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
- This plat is subject to any rights-of-way, easements or agreements of record.
- Zoned: CD-RV
- Total number of lots = 12
- Total Acreage = 5.084 AC.
- Total Acreage in lots = 2.889 AC.
- Total Acreage in Common Open Space = 1.493 AC.
- Falls Lake Drive SW = 172 LF - 0.237 AC.
- Burning Embers Lane = 78.34 LF - 0.117 AC.
- New River Drive = 302.66 LF - 0.348 AC.
- 1/2" Rebar set at all corners unless otherwise noted.
- PIN #5528668977



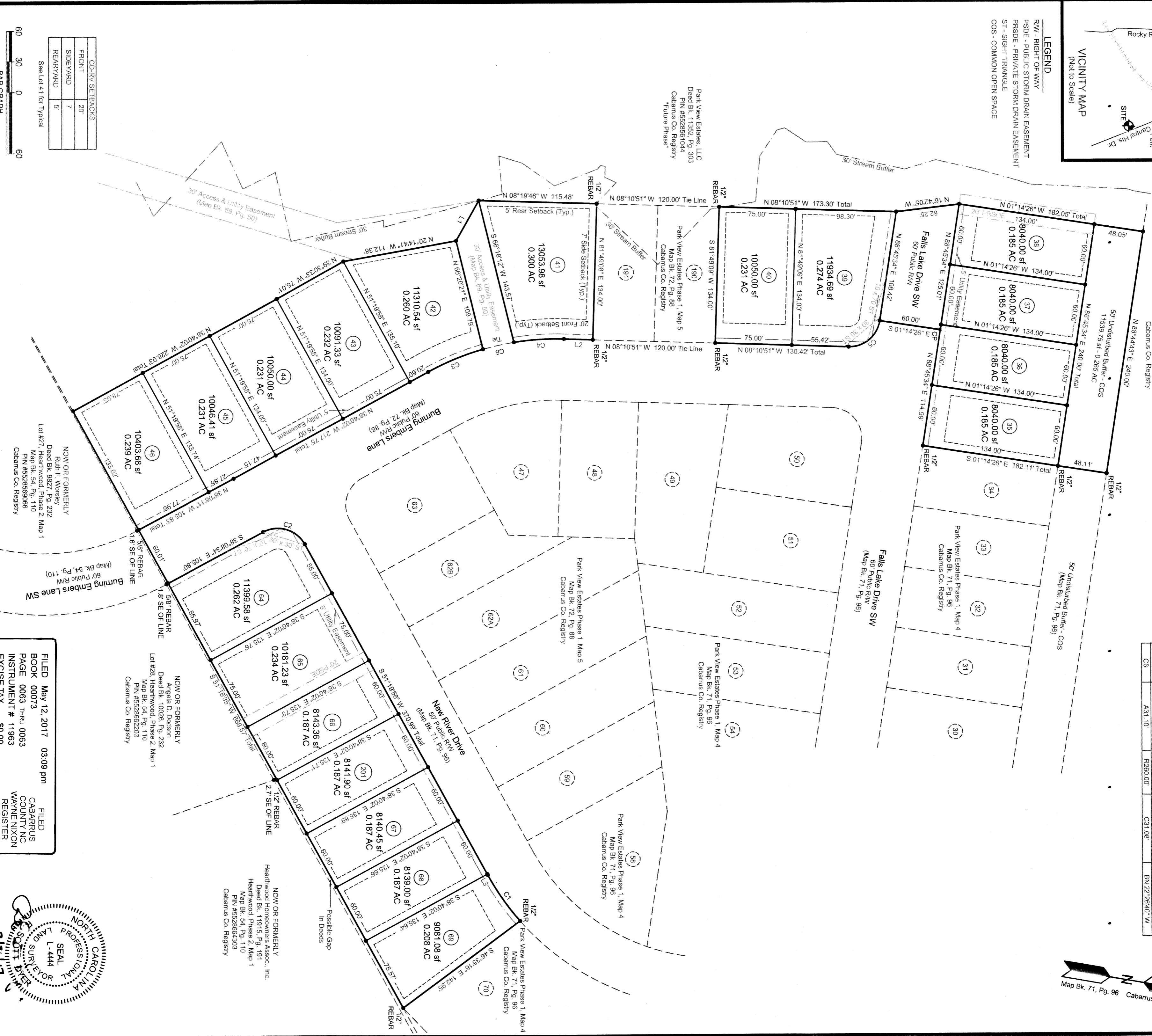
LEGEND
 RW - RIGHT OF WAY
 PSDE - PUBLIC STORM DRAIN EASEMENT
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE
 COS - COMMON OPEN SPACE

See Sheet 2 of 2 for Certifications

Cabarrus County
 Deed Bk. 7898, Pg. 118
 PIN #528602576
 Cabarrus Co. Registry

LINE	BEARING	DISTANCE
L1	N 08°10'51" W	45.35'
L2	N 08°10'51" W	28.19'
L3	S 51°19'58" W	0.99'

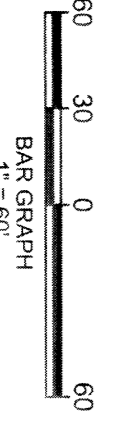
CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	55.32'	255.00'	55.21'	S 45°07'05" W
C2	47.12'	30.00'	47.43'	S 06°19'58" W
C3	58.07'	260.00'	57.95'	N 32°16'08" W
C4	49.18'	260.00'	49.10'	N 13°33'55" W
C5	43.49'	30.00'	39.78'	N 49°42'39" W
C6	A31.10'	R260.00'	C31.08'	BN 22°26'40" W



CDRV SETBACKS

FRONT	20'
SIDEYARD	7'
REARYARD	5'

See Lot 41 for Typical
 1" = 60'



Prepared for:
 City of Concord Township #11 Cabarrus County, NC

Park View Estates Phase 1, Map 6

FINAL PLAT

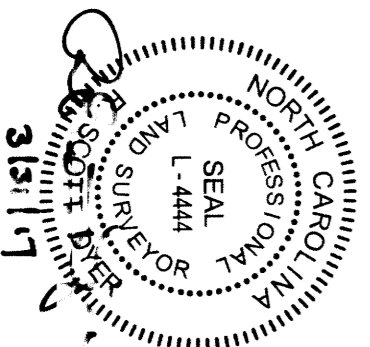
NORSTAR LAND SURVEYING, INC.
 552-B Newell Street NW
 Concord, NC 28025
 Ph 704 721 6651
 Fax 704 721 6653
 Firm Lic. # C-2294

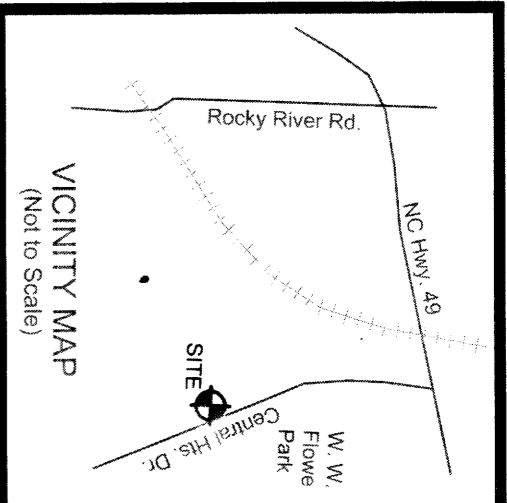
FILED MAY 12 2017 03:09 pm
 BOOK 0073
 PAGE 0063 THRU 0063
 INSTRUMENT # 11963
 EXCISE TAX \$0.00

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS

DATE January 23, 2017
SCALE 1" = 60'
NLS NO. 15024
DRAWN BY S. Kimrey
CHECKED BY S. Dyer

SHEET 1 OF 2





Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements

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

Date: 4/26/17 A.V. Smith
 Director of Engineering

Certificate of Final Plat Approval

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates Subdivision, Pt. 1, Map 6 was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on 4/21/17.
 Date: 4/21/17
 Development Services Director

Certificate of Acceptance of Offer of Dedication

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on MARCH 9, 2017.

City Clerk: Debra J. Foy Date: 5/12/17

REVIEW OFFICERS CERTIFICATE

State of North Carolina
 County of Cabarrus

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

Review Officer: Greg Bell (AG) Date: 5/12/17

Certificate of Ownership and Offer of Dedication

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

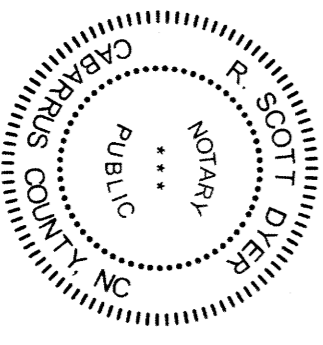
Owner: Robert W. Nixon Date: 3/31/17

North Carolina
 Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of March, 2017.

R. Scott Dyer
 R. Scott Dyer, Notary Public
 My commission expires 11/01/2021

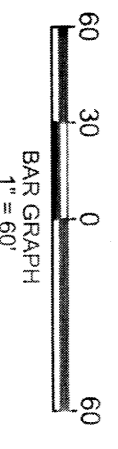
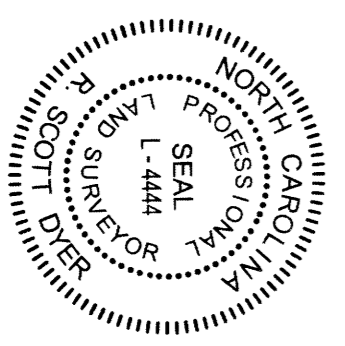


- NOTES:**
- Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
 - Map Reference - Park View Estates Phase 1, Map 4 Dated July 21, 2016 Map Bk. 71, Pgs. 96 & 97 Recorded in Cabarrus Co. Registry
 - Performed by: R. Scott Dyer, PLS
 - This plat is subject to any rights-of-way, easements or agreements of record.
 - Zoned: CD-FV/
 - Total number of lots = 19
 - Total Acreage = 4.429 AC.
 - Total Acreage in lots = 4.003 AC.
 - Total Acreage in Common Open Space = 0.265 AC.
 - Total in Falls Lake Drive SW = 116,72 LF - 0.161 AC.
 - 1/2" Rebar set at all corners unless otherwise noted.
 - PIN #652561044
 - Utility connection fees due at time of issuance of residential zoning clearance permit.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book title page nra; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 16th day of March, A.D. 2017.

- I also certify to one or more of the following as indicated:
- ___ A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 - ___ B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 - ___ C. That this plat is of an existing parcel(s) of land;
 - ___ D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 - ___ E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer



FILED May 12, 2017 03:09 pm
 BOOK 00073
 PAGE 0064 THRU 0064
 INSTRUMENT # 11964
 EXCISE TAX \$0.00

CABARRUS COUNTY NC
 WAYNE MAXON
 REGISTER OF DEEDS

SHEET 2 OF 2		DATE January 23, 2017		SCALE 1" = 60'		NLS NO. 15024		DRAWN BY S. Kimrey		CHECKED BY S. Dyer	
REVISION		DATE		BY		DATE		BY		DATE	

Prepared for: **Park View Estates Phase 1, Map 6**
 City of Concord Township #11 Cabarrus County, NC

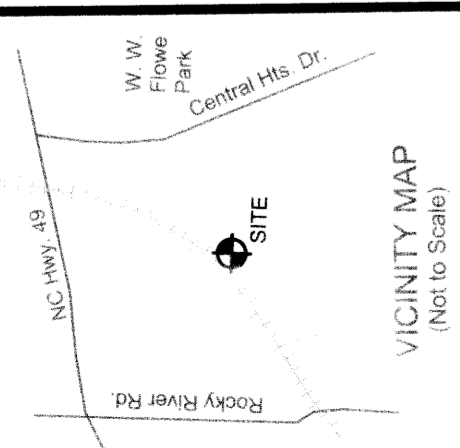
FINAL PLAT

Park View Estates, LLC
 19 Franklin Avenue NW
 Concord, NC 28025

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

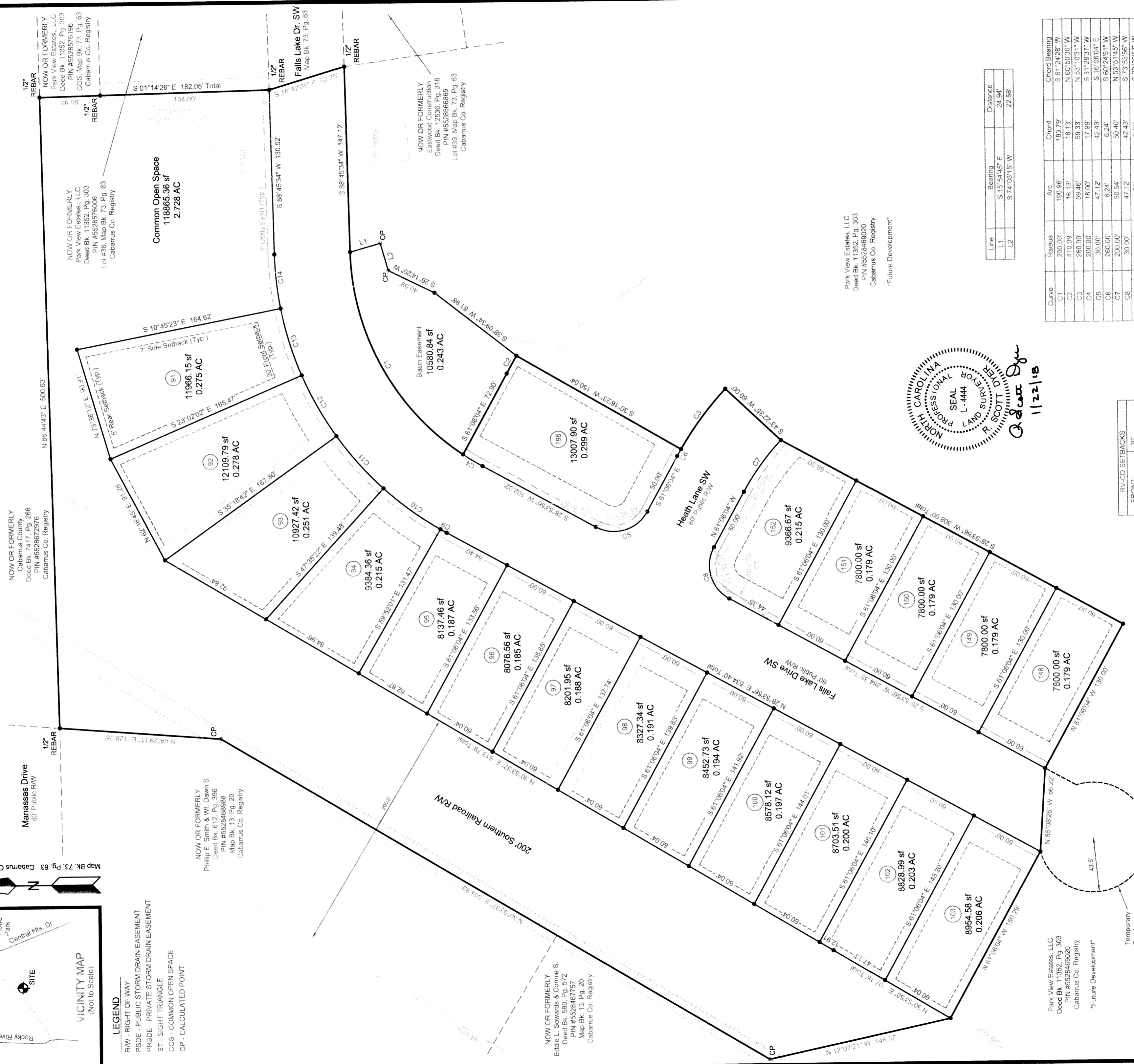
BK 73 1-64

See Sheet 2 of 2 for certifications and notes



VICINITY MAP
(Not to Scale)

- LEGEND**
- RW - RIGHT OF WAY
 - PSDE - PUBLIC STORM DRAIN EASEMENT
 - PRSD - PRIVATE STORM DRAIN EASEMENT
 - ST - SIGHT TRIANGLE
 - COS - COMMON OPEN SPACE
 - CP - CALCULATED POINT



NOW OR FORMERLY
Cabarrus County
Deed Bk. 7417, Pg. 266
PIN #5528672976
Cabarrus Co. Registry

NOW OR FORMERLY
Park View Estates, LLC
Deed Bk. 11352, Pg. 303
PIN #5528576006
COS, Map Bk. 73, Pg. 63
Cabarrus Co. Registry

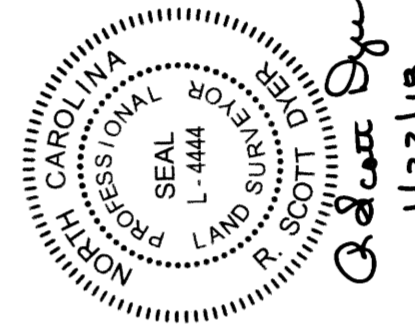
Common Open Space
11865.36 sf
2.728 AC

NOW OR FORMERLY
Phillip E. Smith & Wf. Dawn S.
Deed Bk. 612, Pg. 396
PIN #5528468988
Map Bk. 13, Pg. 20
Cabarrus Co. Registry

NOW OR FORMERLY
Eddie L. Sowards & Connie S.
Deed Bk. 590, Pg. 572
PIN #5528467757
Map Bk. 13, Pg. 20
Cabarrus Co. Registry

NOW OR FORMERLY
Eastwood Construction
Deed Bk. 12536, Pg. 318
PIN #5528698869
Lot #39, Map Bk. 73, Pg. 63
Cabarrus Co. Registry

Park View Estates, LLC
Deed Bk. 11352, Pg. 303
PIN #5528469020
Cabarrus Co. Registry
Future Development

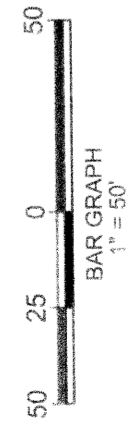


R. Scott Dyer
11/22/18

RV-CD SETBACKS	FRONT	SIDEYARD	REARYARD
	20'	7'	5'

Line	Bearing	Distance
L1	S 15°54'45" E	24.94'
L2	S 74°05'15" W	22.58'

Curve	Radius	Arc	Chord	Chord Bearing
C1	200.00'	190.96'	183.79'	S 61°24'28" W
C2	410.09'	16.13'	16.13'	N 60°50'30" W
C3	260.00'	59.46'	59.33'	N 53°10'31" W
C4	200.00'	18.00'	17.99'	S 31°28'37" W
C5	30.00'	47.12'	42.43'	S 16°06'04" E
C6	260.00'	6.24'	6.24'	S 60°24'51" W
C7	200.00'	50.54'	50.40'	N 53°51'45" W
C8	30.00'	47.12'	42.43'	S 73°53'56" W
C9	260.00'	55.71'	55.61'	S 36°16'19" W
C10	260.00'	55.71'	55.61'	S 48°32'58" W
C12	260.00'	55.71'	55.61'	S 60°49'38" W
C13	260.00'	55.71'	55.61'	S 73°08'17" W
C14	260.00'	43.18'	43.13'	S 84°00'07" W



FILED Jan 26, 2018 02:45 pm
BOOK 00076
PAGE 0005 THRU 0005
INSTRUMENT # 01977
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

Prepared for:

DATE
October 12, 2017

SCALE
1" = 50'

NLS NO.
16159

DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

DATE	REVISION	BY

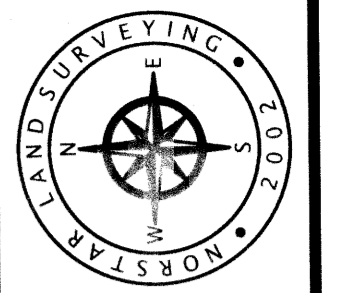
SHEET
1 OF 2

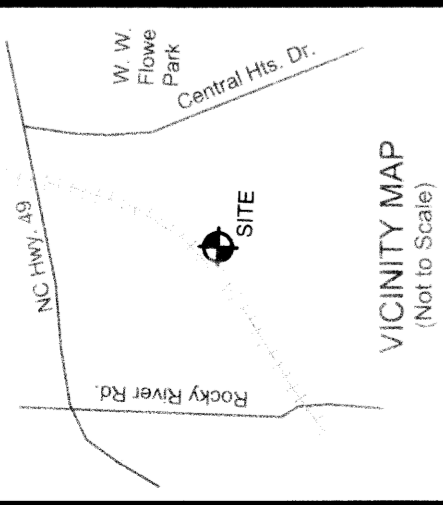
NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Park View Estates, LLC
19 Franklin Avenue NW
Concord, NC 28025

Park View Estates Phase 2, Map 1
City of Concord Township #11 Cabarrus County, NC

FINAL PLAT





VICINITY MAP
(Not to Scale)

Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements
I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

1/25/18 M. Smith
Date Director of Engineering

Certificate of Acceptance of Offer of Dedication

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on December 14, 2017

Kim Q Deaux 1/25/18
City Clerk Date

REVIEW OFFICERS CERTIFICATE

State of North Carolina
County of Cabarrus
I, Greg D. Beik, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

Gy Bell (PDS) 01/26/2018
Review Officer Date

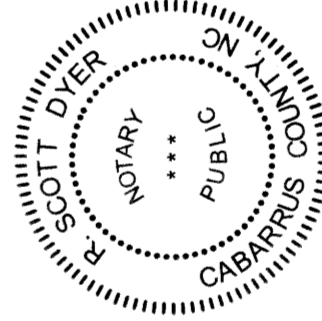
Certificate of Ownership and Offer of Dedication

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

Robert W. Nixon
Park View Estates, LLC
Member - MANASA
North Carolina
Cabarrus County
Date 1/25/18

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25th day of Jan., 2018.
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



Certificate of Final Plat Approval

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates Subdivision, Ph. 2, Map 1 was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on JAN. 15, 2018.

1/25/18
Date
Development Services Director

Certificate of Acceptance of Offer of Dedication

I hereby certify that all fees for the Park View Estates Phase 2, Map 1 Subdivision have been paid, or that the fees are not applicable.

Jessie Spruill 1/25/18
Finance Director Date

NOTES:

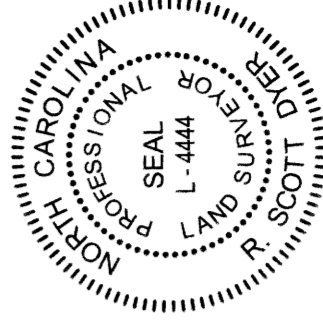
- * Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
- * Map Reference - Park View Estates Phase 1, Map 6 Dated January 23, 2017 Map Bk. 73, Pg. 63 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
- * This plat is subject to any rights-of-way, easements or agreements of record.
- * Zoned: RV-CD
- * Total number of lots = 19
- * Total Acreage = 8.402 AC.
- * Total Acreage in lots = 4.000 AC.
- * Total Acreage in Common Open Space = 2.728 AC.
- * Total in Falls Lake Drive SW = 899.50 LF - 1,239 AC.
- * Total in Heath Lane SW = 138.12 LF - 0.198 AC.
- * 1/2" Rebar set at all corners unless otherwise noted.
- * PIN #5528468020
- * All storm easements are centered on storm structures.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.), that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a, that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 22nd day of January, A.D., 2018.

I also certify to one or more of the following as indicated:

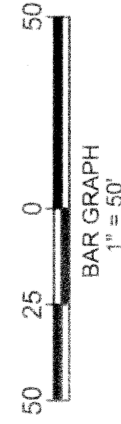
- X.A. That this plat is of a survey that creates a subdivision of land within the the area of county or municipality that has an ordinance that regulates parcels of land;
- B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- C. That this plat is of an existing parcel(s) of land;
- D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
- E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer, PLS #4444



FILED Jan 26, 2018 02:45 pm
BOOK 00076
PAGE 0006 THRU 0006
INSTRUMENT # 01978
EXCISE TAX \$0.00

CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS



SHEET 2 OF 2

DATE	REVISION	BY

DATE October 12, 2017
SCALE 1" = 50'
NLS NO. 16159
DRAWN BY S. Kimrey
CHECKED BY S. Dyer

Prepared for:

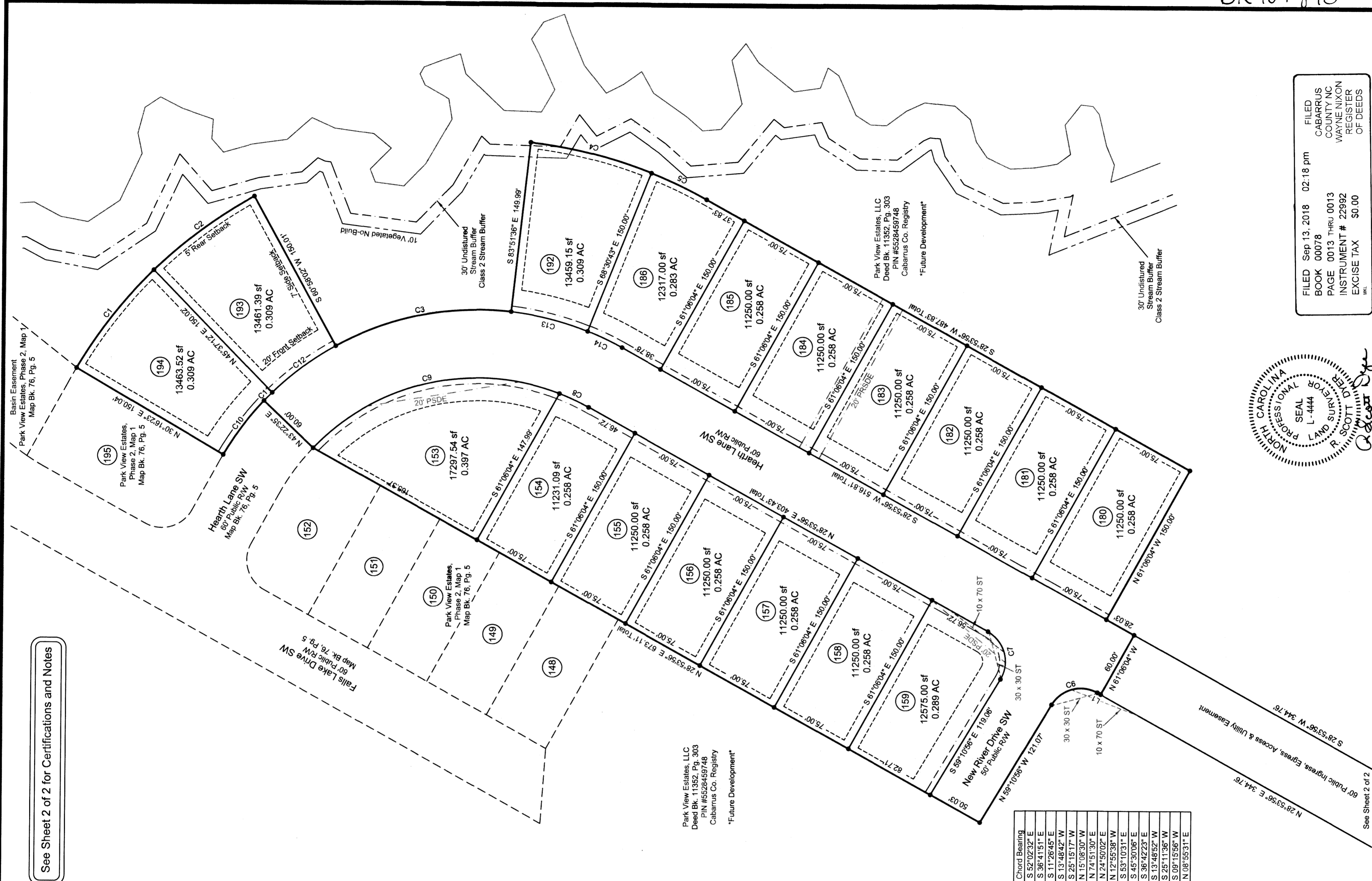
Park View Estates Phase 2, Map 1
City of Concord Township #11 Cabarrus County, NC
FINAL PLAT

Park View Estates, LLC
19 Franklin Avenue NW
Concord, NC 28025

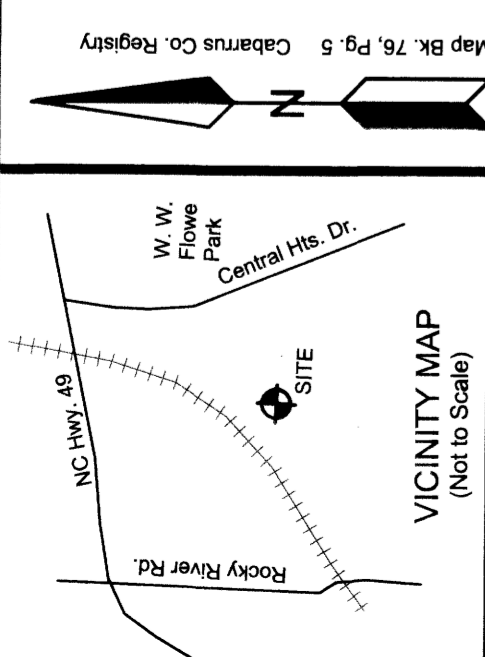
NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294



BK 76 156



See Sheet 2 of 2 for Certifications and Notes



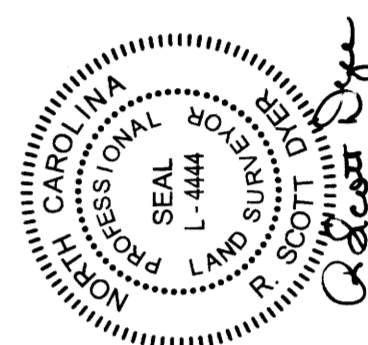
LEGEND
 RW - RIGHT OF WAY
 PSDE - PUBLIC STORM DRAIN EASEMENT
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE
 COS - COMMON OPEN SPACE
 CP - CALCULATED POINT

Park View Estates, LLC
 Deed Bk. 11352, Pg. 303
 PIN #5528459748
 Cabarrus Co. Registry
 Future Development

Park View Estates, LLC
 Deed Bk. 11352, Pg. 303
 PIN #5528459748
 Cabarrus Co. Registry
 Future Development

Curve	Radius	Arc	Chord	Bearing	Distance
C1	410.09'	109.83'	109.50'	S 52°02'32" E	3.32'
C2	410.09'	109.83'	109.50'	S 36°41'51" E	3.32'
C3	260.00'	159.61'	157.12'	S 11°26'45" E	3.32'
C4	410.09'	109.82'	109.49'	S 13°48'42" W	3.32'
C5	410.09'	53.98'	53.94'	S 25°15'17" W	3.32'
C6	300.00'	46.12'	41.71'	N 15°08'30" W	3.32'
C7	300.00'	48.13'	43.13'	N 74°51'30" E	3.32'
C8	200.00'	28.38'	28.35'	N 24°50'02" E	3.32'
C9	200.00'	235.24'	221.92'	N 12°55'38" W	3.32'
C10	260.00'	59.46'	59.33'	S 53°10'31" E	3.32'
C11	260.00'	10.18'	10.18'	S 45°40'06" E	3.32'
C12	260.00'	69.84'	69.43'	S 38°42'23" E	3.32'
C13	260.00'	69.84'	69.43'	S 13°48'52" W	3.32'
C14	260.00'	33.63'	33.61'	S 25°11'36" W	3.32'
C15	200.00'	137.07'	134.40'	S 09°15'56" W	3.32'
C16	260.00'	181.28'	177.63'	N 08°55'31" E	3.32'

RV-CD SETBACKS	Distance
FRONT	20'
SIDEYARD	7'
REARYARD	5'



FILED Sep 13, 2018 02:18 pm
 BOOK 00078
 COUNTY NC
 PAGE 0013 THRU 0013
 INSTRUMENT # 22992
 WAYNE NIXON REGISTER
 EXCISE TAX \$0.00
 OF DEEDS

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

Prepared for:
Park View Estates Phase 2, Map 2
 City of Concord Township #11 Cabarrus County, NC

DATE
April 11, 2018

SCALE
1" = 60'

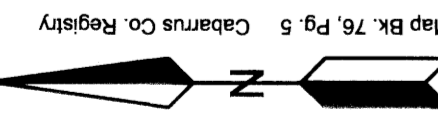
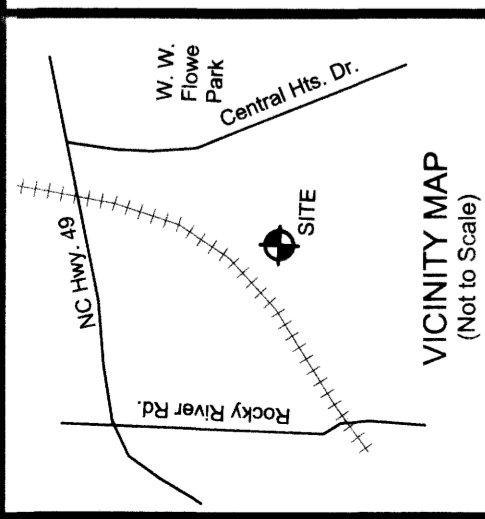
NLS NO.
16159

DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

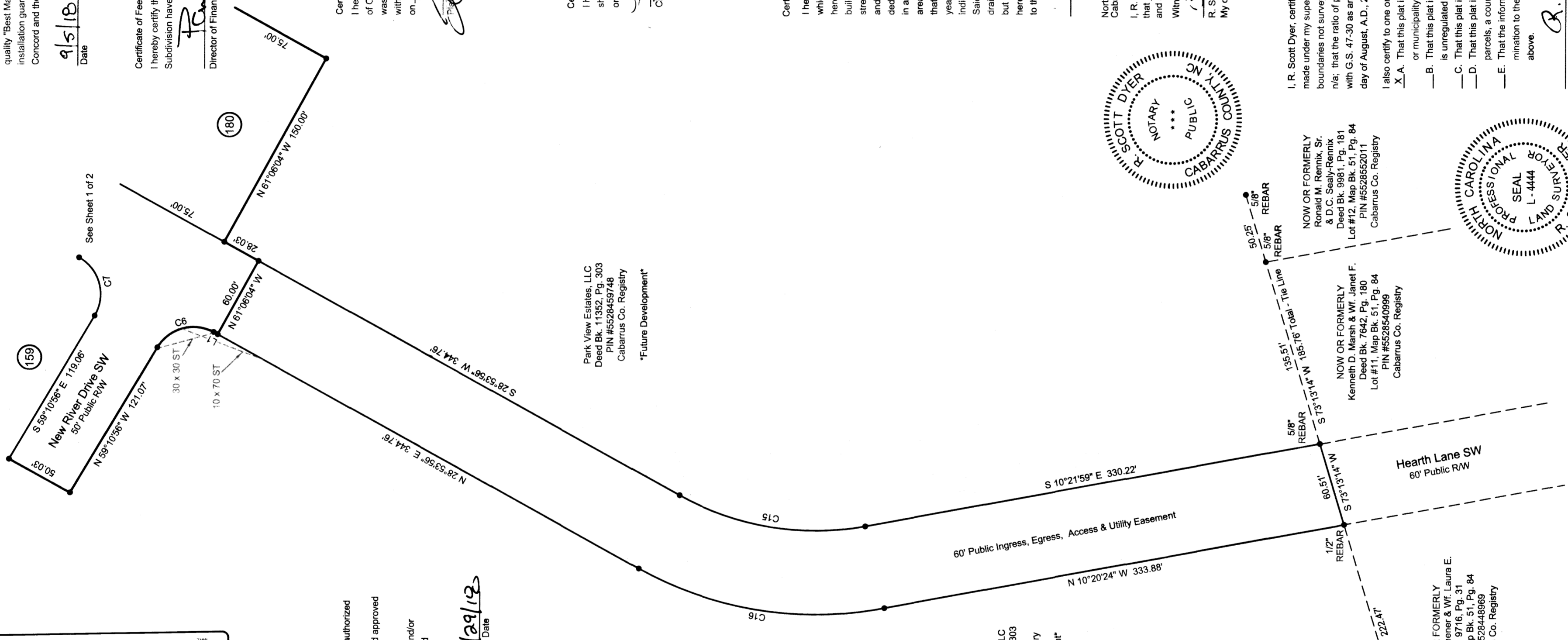
DATE	REVISION	BY

SHEET
1 OF 2



FILED Sep 13, 2018 02:18 pm
 CABARRUS COUNTY NC
 WAYNE NIXON REGISTER
 INSTRUMENT # 22993
 EXCISE TAX \$0.00
 FILED

See Sheet 2 of 2 for Line and Curve Tables



LEGEND
 R/W - RIGHT OF WAY
 PSDE - PUBLIC STORM DRAIN EASEMENT
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE
 COS - COMMON OPEN SPACE
 CP - CALCULATED POINT

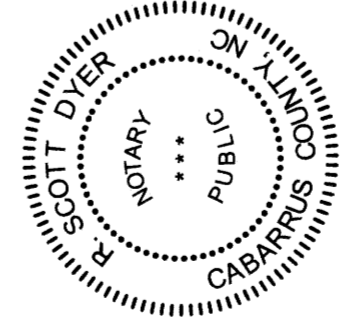
Certificate of Conformity with Plans and Specifications
 City of Concord, Park View Estates, Phase 2, Map 2, Hearth Lane SW

I hereby, to the best of my knowledge, and belief, certify that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Dept. of Transportation. I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, GS 14-100 and GS 136-102.6 and the Code of Ordinances of the City of Concord.

Professional Engineer
 License No. 12PE-18906 Date 8/29/18

North Carolina Cabarrus County
 I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that PAUL D. CANTRELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 29th day of Aug., 2018.
R. Scott Dyer
 R. Scott Dyer, Notary Public
 My commission expires 11/01/2021.

REVIEW OFFICERS CERTIFICATE
 State of North Carolina County of Cabarrus
 I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg D. Belk
 Greg D. Belk (P.D.G.) Date 09/13/2018
 Review Officer



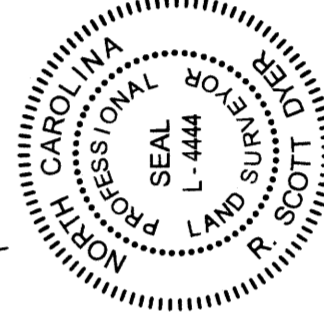
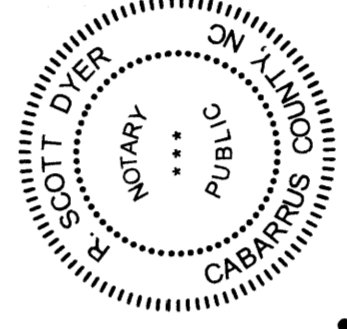
Park View Estates, LLC
 Deed Bk. 11352, Pg. 303
 PIN #5528459748
 Cabarrus Co. Registry
 Future Development

NOTES:
 * Deed Reference - Deed Bk. 11352, Pg. 303 Owners: Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
 * Map Reference - Park View Estates Phase 2, Map 1 Dated October 12, 2017 Map Bk. 76, Pg. 5 Recorded in Cabarrus Co. Registry
 * This plat is subject to any rights-of-way, easements or agreements of record.
 * Zoned: RV/CD
 * Total number of lots = 17
 * Total Acreage = 7.199 AC.
 * Total Acreage in Ingress, Egress Access & Utility Easement = 1.152 AC.
 * Total in New River Drive SW = 150.92 LF - 0.181 AC.
 * Total in Hearth Lane SW = 819.98 LF - 1.130 AC.
 * 1/2" Rebar set at all corners unless otherwise noted.
 * PIN #5528459748
 * All storm easements are centered on storm structures.

NOW OR FORMERLY
 Samuel R. Michener & Wf. Laura E.
 Deed Bk. 9716, Pg. 31
 Lot #10, Map Bk. 51, Pg. 84
 PIN #5528448969
 Cabarrus Co. Registry

NOW OR FORMERLY
 Kenneth D. Marsh & Wf. Janet F.
 Deed Bk. 7842, Pg. 180
 Lot #11, Map Bk. 51, Pg. 84
 PIN #5528500999
 Cabarrus Co. Registry

NOW OR FORMERLY
 Ronald M. Remick, Sr.
 & D.C. Sealy-Remick
 Deed Bk. 9961, Pg. 161
 Lot #12, Map Bk. 51, Pg. 84
 PIN #552852011
 Cabarrus Co. Registry



Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements
 I hereby certify that all publicly maintained streets, storm drainage systems, water and sewer systems and other publicly maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

Date 9/13/18
M. Sue Hilde
 Director of Engineering

Certificate of Fee Payment
 I hereby certify that all fees for Park View Estates Phase 2, Map 2, Subdivision have been paid, or that the fees are not applicable.
 Date 9/13/18
Paul Hilde
 Director of Finance

Certificate of Final Plat Approval
 I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates, Ph. 2, Map 2 Subdivision was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on September 13th, 2018.
Paul Hilde
 Planning and Neighborhood Services Director or Designee
 Date 9/13/18

Certificate of Acceptance of Offer of Dedication
 I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on Sept. 14, 2018.
Shirley D. Dixon
 City Clerk
 Date 9-13-18

Certificate of Ownership and Offer of Dedication
 I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.
Robert W. Dyer
 Owner
 Date 8/29/18

North Carolina Cabarrus County
 I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Dyer personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 29th day of Aug, 2018.
R. Scott Dyer
 R. Scott Dyer, Notary Public
 My commission expires 11/01/2021.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.), that the boundaries not surveyed are clearly indicated as drawn from information found in Book 116, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 27th day of August, A.D., 2018.

I also certify to one or more of the following as indicated:
 X. A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 C. That this plat is of an existing parcel(s) of land;
 D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

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

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

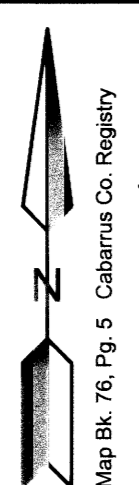
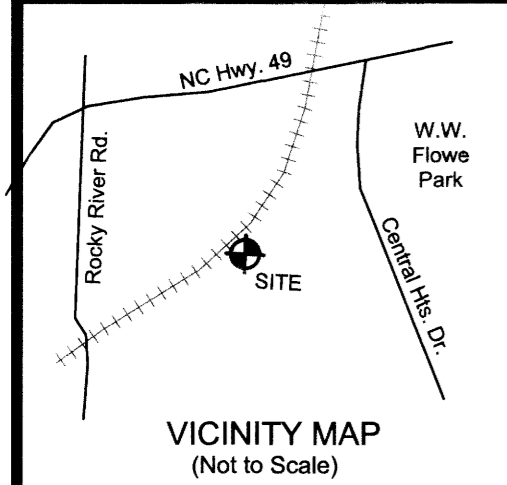
Prepared for:
Park View Estates Phase 2, Map 2
 City of Concord Township #11 Cabarrus County, NC

FINAL PLAT

DATE: April 11, 2018
 SCALE: 1" = 60'
 NLS NO.: 16159
 DRAWN BY: S. Kimrey
 CHECKED BY: S. Dyer

DATE	REVISION	BY

SHEET 2 OF 2



NOW OR FORMERLY
Eddie L. Sowards & Connie S.
Deed Bk. 580, Pg. 572
Map Bk. 13, Pg. 20
PIN #5528467757
Cabarrus Co. Registry

NOW OR FORMERLY
Joel B. Dean & Wf. Aundree L.
Deed Bk. 10475, Pg. 282
Map Bk. 13, Pg. 20
PIN #5528466525
Cabarrus Co. Registry

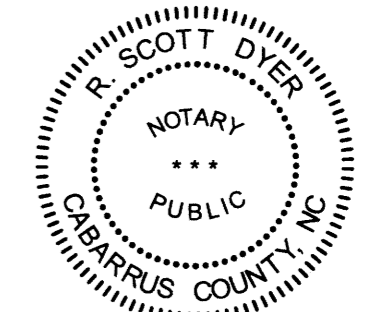
Common Open Space
Park View Estates, Phase 2, Map 1
Map Bk. 76, Pg. 5
Cabarrus Co. Registry

Curve	Radius	Arc	Chord	Chord Bearing
C1	30.00'	48.13'	43.13'	S 74°51'30" W
C2	30.00'	46.12'	41.71'	S 15°08'30" E

REVIEW OFFICERS CERTIFICATE
State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg D. Belk 5/7/19
Review Officer Date

Certificate of Ownership and Offer of Dedication
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.
Robert W. Nixon 4/30/19
Owner Date

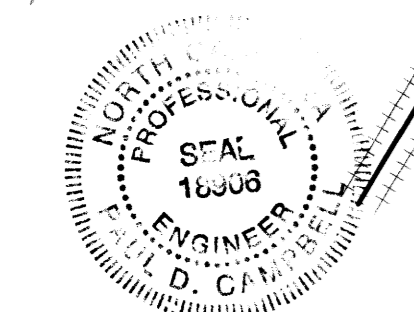
North Carolina Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 30th day of April, 2019.
R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



FILED May 07, 2019 03:16 pm FILED
BOOK 00080 CABARRUS COUNTY NC
PAGE 0059 THRU 0059 WAYNE NIXON
INSTRUMENT # 11030 REGISTER OF DEEDS
EXCISE TAX \$0.00

LEGEND
R/W - RIGHT OF WAY
CP - CALCULATED POINT
PRSD - PRIVATE STORM DRAIN EASEMENT

NOW OR FORMERLY
Timothy M. Sherman
Deed Bk. 787, Pg. 176
Map Bk. 26, Pg. 19
PIN #5528464360
Cabarrus Co. Registry



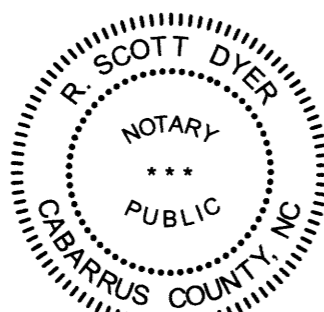
Certificate of Conformity with Plans and Specifications
City of Concord, Park View Estates, Phase 2, Map 3, Falls Lake Drive SW, Edie Lane SW

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

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

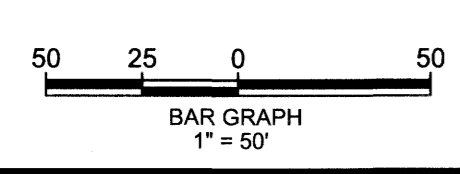
Paul D. Campbell 18906 04/02/19
Professional Engineer License No. Date

North Carolina Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Paul D. Campbell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 2nd day of April, 2019.
R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



RV-CD SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'

See Lot 106 for typical



Certificate of Final Plat Approval
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates, Ph. 2, Map 3 Subdivision was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on April 25th, 2019.
R. Scott Dyer 5/1/19
Planning and Neighborhood Services Director or Designee Date

Certificate of Acceptance of Offer of Dedication
I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on Feb. 14, 2019.
Jim J. Deason 5-6-19
City Clerk Date

- NOTES:**
- * Deed Reference - Deed Bk. 11352, Pg. 303 Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
 - * Map Reference - Park View Estates Phase 2, Map 1 Dated October 12, 2017 Map Bk. 76, Pg. 5 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
 - * Subject property is not located within a 100 year flood plain area per Community Flood Panel #3710552800 K, Zone X, dated November 16, 2018.
 - * This plat is subject to any rights-of-way, easements or agreements of record.
 - * Zoned: RV-CD
 - * Total number of lots = 11
 - * Total Acreage = 3.854 AC.
 - * Total Acreage in lots = 2.222 AC.
 - * Total Acreage in Common Open Space = 0.954 AC.
 - * Total in Falls Lake Drive SW = 375.89 LF - 0.520 AC.
 - * Total in Edie Lane SW = 130.00 LF - 0.158 AC.
 - * 1/2" Rebar set at all corners unless otherwise noted.
 - * PIN #5528456502
 - * All storm easements are centered on storm structures.



Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements
I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

5/6/19 M. Swekhodo
Date Director of Engineering

Certificate of Fee Payment
I hereby certify that all fees for Park View Estates Phase 2, Map 3, Subdivision have been paid, or that the fees are not applicable.
Jessica Jones 5/6/19
Deputy Director of Finance Date

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 27th day of March, A.D., 2019.

I also certify to one or more of the following as indicated:
 A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 C. That this plat is of an existing parcel(s) of land;
 D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.
R. Scott Dyer
R. Scott Dyer, PLS #4444

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

Park View Estates, Phase 2, Map 3
City of Concord Township No. 1 Cabarrus County, NC

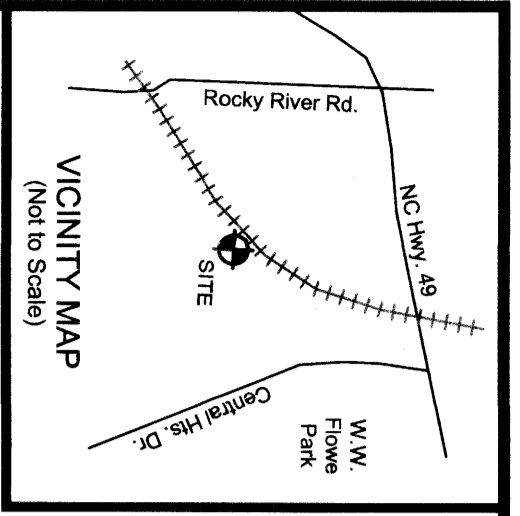
RECORD PLAT

Prepared for: **Park View Estates, LLC**
19 Franklin Avenue NW
Concord, NC 28025

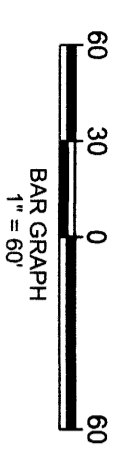
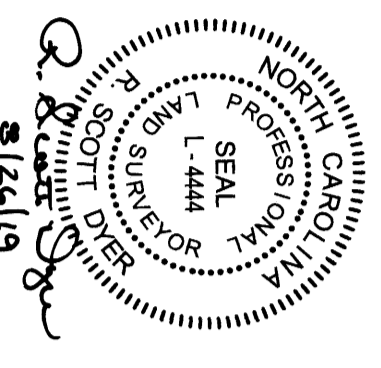
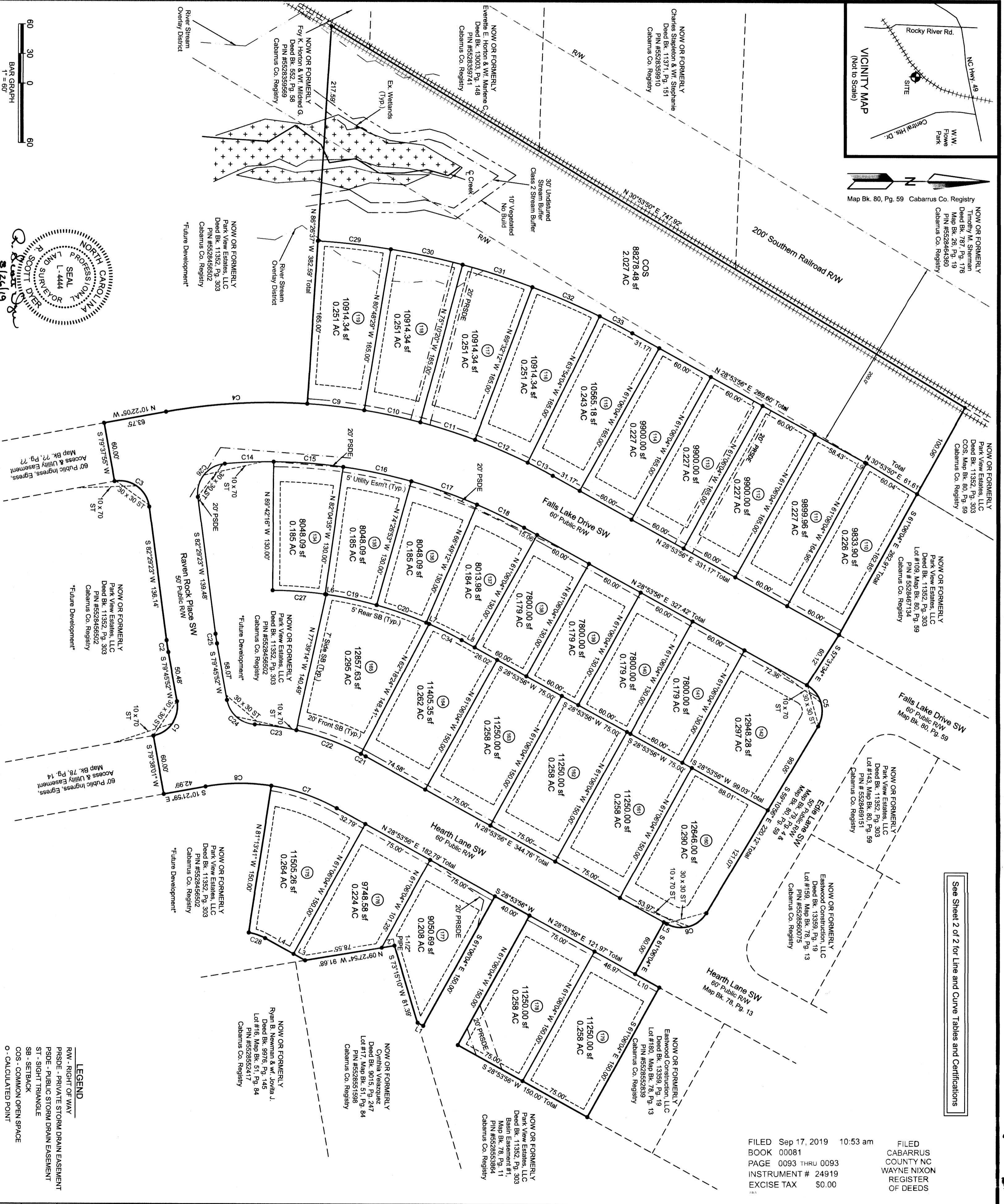
DATE: January 28, 2019
SCALE: 1" = 50'
NLS NO.: 16159
DRAWN BY: S. Kimrey
CHECKED BY: S. Dyer

BY	REVISION	DATE

SHEET 1 OF 1



Map Bk. 80, Pg. 59 Cabarrus Co. Registry



See Sheet 2 of 2 for Line and Curve Tables and Certifications

FILED Sep 17, 2019 10:53 am
 BOOK 00081
 PAGE 0093 THRU 0093
 INSTRUMENT # 24919
 EXCISE TAX \$0.00

FILED
 CABARRUS
 COUNTY NC
 WAYNE NIXON
 REGISTER
 OF DEEDS

BK 81 Pg 93

SHEET 1 OF 2	REVISION	DATE	BY	CHECKED BY S. Dyer	DRAWN BY S. Kimrey	NLS NO. 16159	DATE June 17, 2019	SCALE 1" = 60'	Prepared for: Park View Estates, Phase 3, Map 1 City of Concord Township No. 1 Cabarrus County, NC	Park View Estates, LLC 19 Franklin Avenue NW Concord, NC 28025 NORSTAR LAND SURVEYING, INC. 552-B Newell Street NW Concord, NC 28025 Ph 704 721 6651 Fax 704 721 6653 Firm Lic. # C-2294	
				DATE	REVISION	DATE	BY	RECORD PLAT			

Table with columns: Curve, Radius, Arc, Chord, Chord Bearing. Lists curves C1 through C34 with their respective measurements.

Table with columns: Line, Bearing, Distance. Lists lines L1 through L10 with their respective bearings and distances.

REVIEW OFFICERS CERTIFICATE
State of North Carolina County of Cabarrus
I, Greg D. Beik, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg D. Beik 9/17/19
Review Officer Date

Certificate of Ownership and Offer of Dedication
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.
Robert W. Nixon 8/26/19
Owner Date

North Carolina Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 26th day of Aug., 2019.
R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



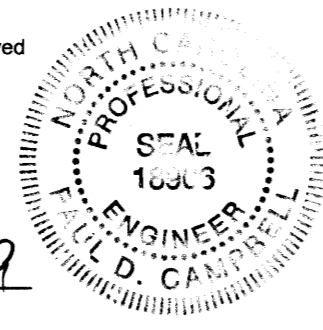
NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Certificate of Conformity with Plans and Specifications
City of Concord, Park View Estates, Phase 3, Map 1, Falls Lake Drive SW, Hearth Lane SW & Raven Rock Place SW

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

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

Professional Engineer License No. 8/27/19 Date



Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements

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

9/13/19 M. Sue Hyde
Date Director of Engineering

Certificate of Fee Payment
I hereby certify that all fees for Park View Estates Phase 3, Map 1, Subdivision have been paid, or that the fees are not applicable.

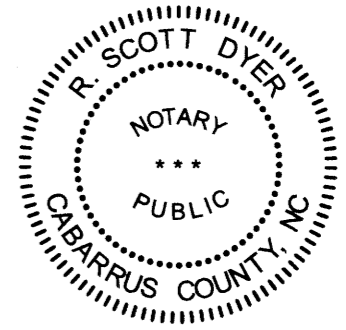
Director of Finance 9/17/19 Date

Certificate of Final Plat Approval
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates, Ph. 3, Map 1 Subdivision was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on August 29th, 2019.

Planning and Neighborhood Services Director or Designee 8/29/19 Date

Certificate of Acceptance of Offer of Dedication
I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on July 11, 2019.

City Clerk 9-17-19 Date

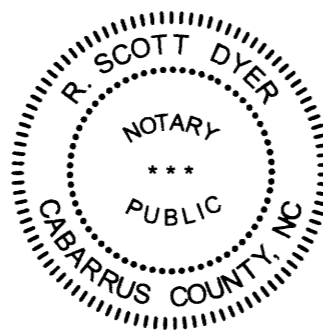


North Carolina Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Paul D. Campbell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of August, 2019.

R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



NOTES:

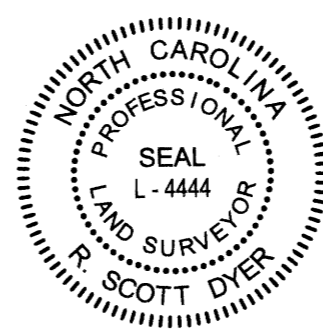
- Deed Reference - Deed Bk. 11352, Pg. 303 Park View Estates, LLC
Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
Map Reference - Park View Estates Phase 2, Map 3 Dated January 28, 2019
Map Bk. 80, Pg. 59 Recorded in Cabarrus Co. Registry
Performed by R. Scott Dyer, PLS
Subject property is not located within a 100 year flood plain area per Community Flood Panel #3710552800 K, Zone X, dated November 16, 2018.
This plat is subject to any rights-of-way, easements or agreements of record.
Zoned: RV-CD
Total number of lots = 30
Total Acreage = 11.130 AC.
Total Acreage in lots = 6.966 AC.
Total Acreage in Common Open Space = 2.027 AC.
Total in Falls Lake Drive SW = 776.84 LF - 1.070 AC.
Total in Hearth Lane SW = 545.38 LF - 0.751 AC.
Total in Raven Rock Place SW = 260.49 LF - 0.316 AC.
1/2" Rebar set at all corners unless otherwise noted.
PIN #5528456502
All storm easements are centered on storm structures.
All private storm drain easements to be maintained by the Home Owners Association.

RV-CD SETBACKS
FRONT 20'
SIDEYARD 7'
REARYARD 5'

See Lot 165 for typical

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 26th day of August, A.D., 2019.

- I also certify to one or more of the following as indicated:
A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
C. That this plat is of an existing parcel(s) of land;
D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

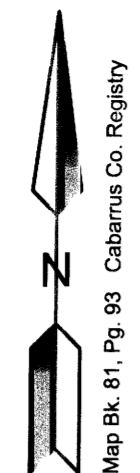
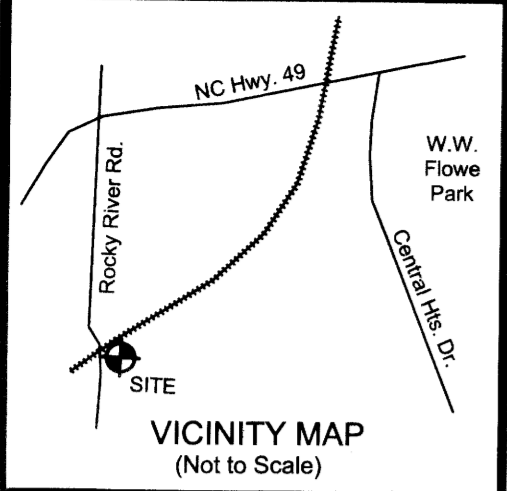


R. Scott Dyer, PLS #4444

FILED Sep 17, 2019 10:53 am
CABARRUS COUNTY NC
PAGE 0084 THRU 0094
INSTRUMENT # 24920
EXCISE TAX \$0.00
OF DEEDS

Park View Estates, LLC
19 Franklin Avenue NW
Concord, NC 28025
Park View Estates, Phase 3, Map 1
City of Concord Township No. 1 Cabarrus County, NC

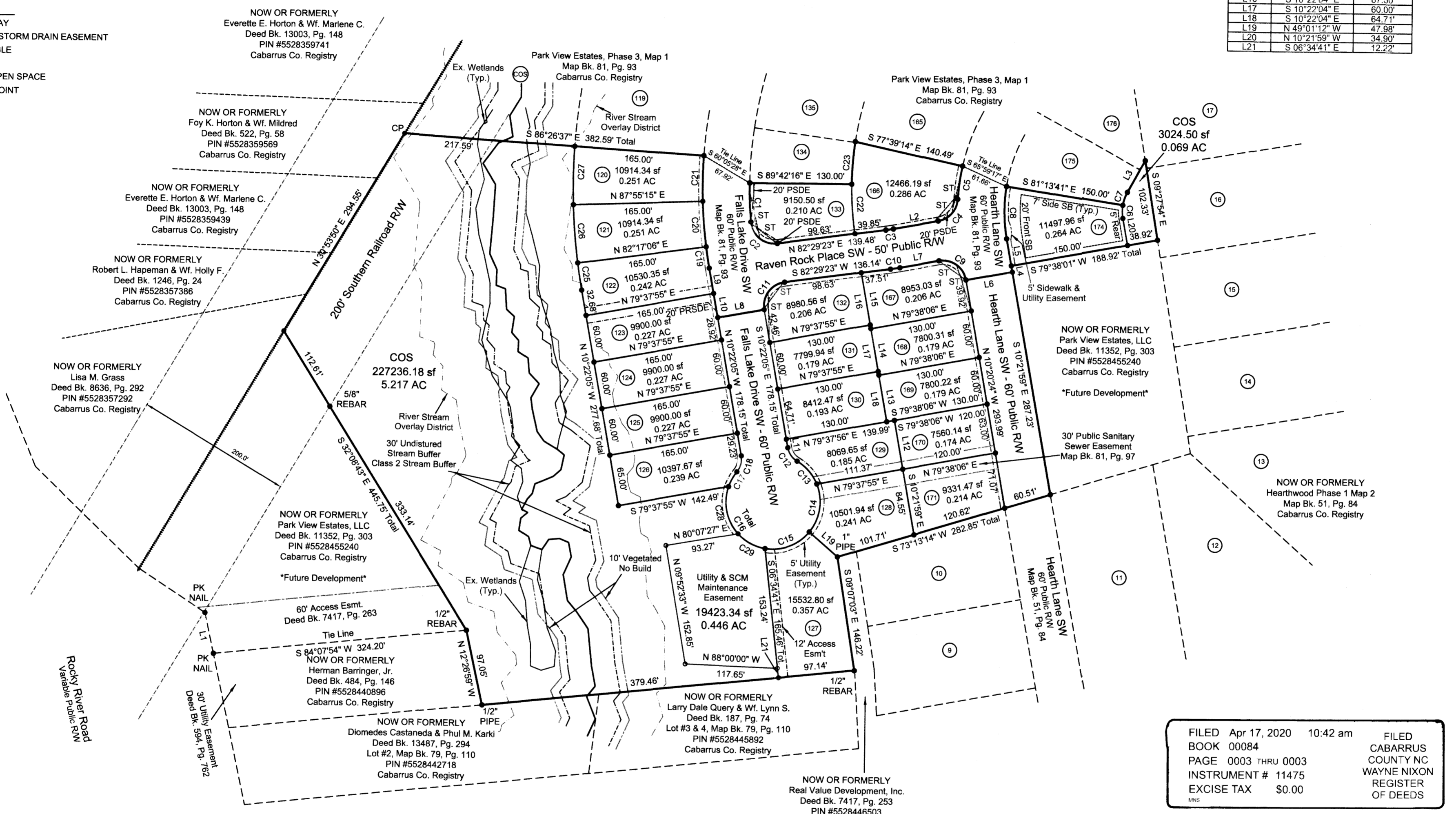
Table with columns: DATE, SCALE, NLS NO., DRAWN BY, CHECKED BY, SHEET, REVISION, DATE. Includes values like June 17, 2019, 1" = 60', 16159, S. Kimrey, S. Dyer, SHEET 2 OF 2.



See Sheet 2 of 2 for Certifications

Line	Bearing	Distance	Tie Line
L1	N 12°17'34" W	52.97'	
L2	S 79°45'52" E	58.07'	
L3	N 28°53'56" E	46.20'	
L4	S 10°21'59" W	8.09'	
L5	N 10°21'59" W	34.90'	
L6	N 79°38'01" E	60.00'	
L7	N 79°45'52" E	50.48'	
L8	S 79°37'55" W	60.00'	
L9	S 10°22'05" E	32.68'	
L10	S 10°22'05" E	31.08'	
L11	N 10°22'05" W	10.98'	
L12	N 10°21'59" W	63.00'	
L13	S 10°22'04" E	60.00'	
L14	S 10°22'04" E	60.00'	
L15	S 10°22'04" E	72.22'	
L16	S 10°22'04" E	67.50'	
L17	S 10°22'04" E	60.00'	
L18	S 10°22'04" E	64.71'	
L19	N 49°01'12" W	47.98'	
L20	N 10°21'59" W	34.90'	
L21	S 06°34'41" E	12.22'	

LEGEND
 RW - RIGHT OF WAY
 PRSDE - PRIVATE STORM DRAIN EASEMENT
 ST - SIGHT TRIANGLE
 SB - SETBACK
 COS - COMMON OPEN SPACE
 O - CALCULATED POINT



NOW OR FORMERLY
 Everett E. Horton & Wf. Marlene C.
 Deed Bk. 13003, Pg. 148
 PIN #5528359741
 Cabarrus Co. Registry

NOW OR FORMERLY
 Foy K. Horton & Wf. Mildred
 Deed Bk. 522, Pg. 58
 PIN #5528359569
 Cabarrus Co. Registry

NOW OR FORMERLY
 Everett E. Horton & Wf. Marlene C.
 Deed Bk. 13003, Pg. 148
 PIN #5528359439
 Cabarrus Co. Registry

NOW OR FORMERLY
 Robert L. Hapeman & Wf. Holly F.
 Deed Bk. 1246, Pg. 24
 PIN #5528357386
 Cabarrus Co. Registry

NOW OR FORMERLY
 Lisa M. Grass
 Deed Bk. 8636, Pg. 292
 PIN #5528357292
 Cabarrus Co. Registry

NOW OR FORMERLY
 Park View Estates, LLC
 Deed Bk. 11352, Pg. 303
 PIN #5528455240
 Cabarrus Co. Registry

NOW OR FORMERLY
 Herman Barringer, Jr.
 Deed Bk. 484, Pg. 146
 PIN #5528440896
 Cabarrus Co. Registry

NOW OR FORMERLY
 Diomedes Castaneda & Phul M. Karki
 Deed Bk. 13487, Pg. 294
 Lot #2, Map Bk. 79, Pg. 110
 PIN #5528442718
 Cabarrus Co. Registry

NOW OR FORMERLY
 Larry Dale Query & Wf. Lynn S.
 Deed Bk. 187, Pg. 74
 Lot #3 & 4, Map Bk. 79, Pg. 110
 PIN #5528445892
 Cabarrus Co. Registry

NOW OR FORMERLY
 Real Value Development, Inc.
 Deed Bk. 7417, Pg. 253
 PIN #5528446503
 Cabarrus Co. Registry



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

Owner: Park View Estates, LLC
 19 Franklin Ave. NW
 Concord, NC 28025

Park View Estates, Phase 3, Map 2
 City of Concord
 Township No. 1
 Cabarrus County, NC

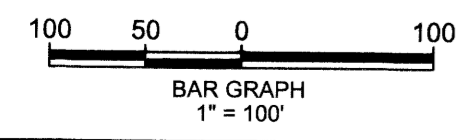
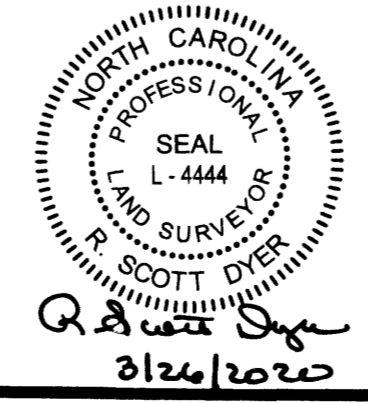
RECORD PLAT

Prepared for:
 DATE
 January 1, 2017
 SCALE
 1" = 100'
 NLS NO.
 16159
 DRAWN BY
 S. Kimreu
 CHECKED BY
 S. Dyer

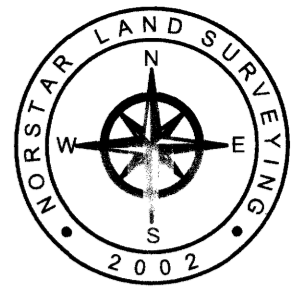
FILED Apr 17, 2020 10:42 am FILED
 BOOK 00084 CABARRUS COUNTY NC
 PAGE 0003 THRU 0003 WAYNE NIXON
 INSTRUMENT # 11475 REGISTER
 EXCISE TAX \$0.00 OF DEEDS

Curve	Radius	Arc	Chord	Chord Bearing
C1	530.00'	49.52'	49.50'	S 02°22'52" E
C2	30.00'	48.41'	43.32'	S 51°17'03" E
C3	205.00'	9.75'	9.75'	N 81°07'37" E
C4	30.00'	40.20'	37.26'	N 41°22'38" E
C5	260.00'	42.46'	42.41'	S 07°40'06" W
C6	50.00'	16.70'	16.62'	S 00°47'50" E
C7	50.00'	17.56'	17.47'	S 18°50'07" W
C8	200.00'	66.81'	66.50'	S 00°47'50" E
C9	30.00'	47.06'	42.38'	N 55°18'04" W
C10	255.00'	12.13'	12.13'	N 81°07'37" E
C11	30.00'	48.62'	43.47'	S 36°03'39" W
C12	25.00'	21.68'	21.00'	S 35°12'29" E
C13	60.00'	39.14'	38.45'	N 41°21'39" W
C14	60.00'	64.75'	61.66'	N 08°14'36" E
C15	60.00'	62.96'	60.11'	N 69°13'19" E
C16	60.00'	103.98'	91.45'	S 31°04'19" E
C17	60.00'	21.72'	21.60'	S 28°56'32" W
C18	25.00'	21.68'	21.00'	N 14°28'19" E
C19	590.00'	27.32'	27.32'	S 09°02'29" E
C20	590.00'	58.03'	58.01'	S 04°53'49" E
C21	590.00'	58.03'	58.01'	S 04°44'19" W
C22	400.00'	63.10'	63.03'	S 04°13'25" E
C23	400.00'	54.38'	54.34'	S 04°11'26" W
C24	755.00'	34.96'	34.96'	S 09°02'29" E
C25	755.00'	74.26'	74.23'	S 04°53'49" E
C26	755.00'	74.26'	74.23'	S 04°53'49" E
C27	755.00'	74.26'	74.23'	S 00°44'19" W
C28	60.00'	64.26'	61.23'	S 12°06'33" E
C29	60.00'	39.72'	38.99'	S 61°45'14" E

RV-CD SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'



See Lot 174 for typical



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

Owner: Park View Estates, LLC
19 Franklin Ave. NW
Concord, NC 28025
Prepared for:
Park View Estates, Phase 3, Map 2
City of Concord Township No. 1 Cabarrus County, NC
RECORD PLAT

DATE
September 26, 2019

SCALE
1" = 100'

NLS NO.
16159

DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

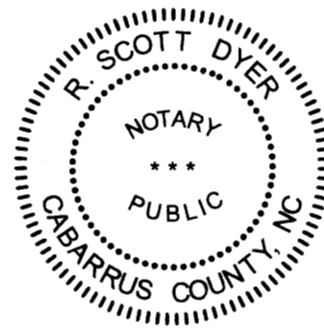
BY	REVISION	DATE

SHEET
2 OF 2

REVIEW OFFICERS CERTIFICATE
State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg D. Belk (AG) 4/17/20
Review Officer Date

Certificate of Ownership and Offer of Dedication
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.
Robert W. Nixon 3/26/2020
Owner Date

North Carolina Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 26th day of March, 2020.
R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements
I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.
4/16/2020 M. Sw Hyde
Date Director of Engineering

Certificate of Fee Payment
I hereby certify that all fees for Park View Estates Phase 3, Map 2, Subdivision have been paid, or that the fees are not applicable.
Jessica Ann 4/16/20
Deputy Director of Finance Date

Certificate of Final Plat Approval
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Park View Estates, Ph. 3, Map 2 Subdivision was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on April 16, 2020.
Ken Adley 4/16/20
Planning and Neighborhood Services Director or Designee Date

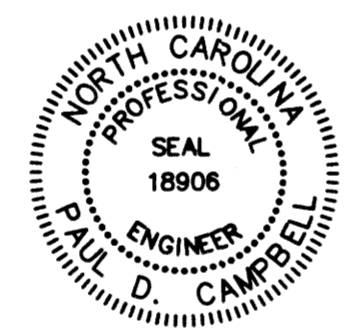
Certificate of Acceptance of Offer of Dedication
I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on Feb. 13, 2020.
Kim G. Deason 4-16-2020
City Clerk Date

Certificate of Conformity with Plans and Specifications
City of Concord, Park View Estates, Phase 3, Map 2, Falls Lake Drive SW, Hearth Lane SW & Raven Rock Place SW

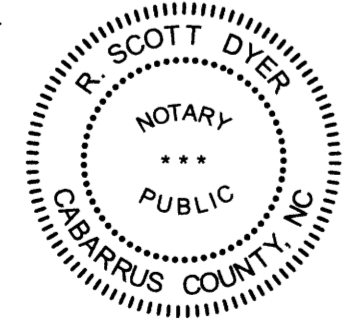
I hereby, to the best of my knowledge, and belief, certify that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are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

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

Paul D. Campbell 3/25/2020
Professional Engineer License No. NEPE 18906 Date



North Carolina Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Paul D. Campbell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 25th day of March, 2020.
R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



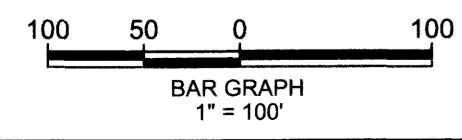
- NOTES:**
- * Deed Reference - Deed Bk. 11352, Pg. 303 Park View Estates, LLC Dated: March 30, 2015 Recorded in Cabarrus Co. Registry
 - * Map Reference - Park View Estates Phase 2, Map 3 Dated January 28, 2019 Map Bk. 80, Pg. 59 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
 - * Subject property is not located within a 100 year flood plain area per Community Flood Panel #3710552800 K, Zone X, dated November 16, 2018.
 - * This plat is subject to any rights-of-way, easements or agreements of record.
 - * Zoned: RV-CD
 - * Total number of lots = 21
 - * Total Acreage = 11.385 AC.
 - * Total Acreage in lots = 4.736 AC.
 - * Total Acreage in Common Open Space = 5.286 AC.
 - * Total Acreage in Utility & SCM Maintenance Easement = 0.446 AC.
 - * Total in Falls Lake Drive SW = 242.96 LF - 0.516 AC.
 - * Total in Hearth Lane SW = 290.60 LF - 0.401 AC.
 - * 1/2" Rebar set at all corners unless otherwise noted.
 - * PIN #5528455240
 - * All storm easements are centered on storm structures.
 - * All private storm drain easements to be maintained by the Home Owners Association.
 - * A 10 x 70 and a 30 x 30 sight triangle is located at all intersections.



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11352, page 303, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 25th day of March, A.D., 2020.

- I also certify to one or more of the following as indicated:
- A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
 - B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 - C. That this plat is of an existing parcel(s) of land;
 - D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 - E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

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





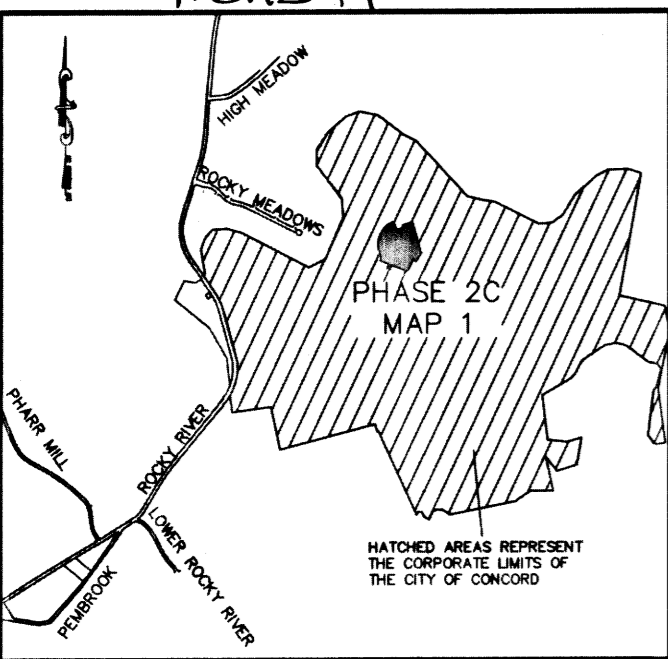
MEMORADUM

DATE: Tuesday, November 2, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: The Mills at Rocky River PH 2C
 PROJECT NUMBER: 2018-044
 DEVELOPER: NVR, aba Ryan Homes
 COUNCIL ACCEPTANCE DATE: Thursday, December 9, 2021
 ONE-YEAR WARRANTY DATE: Thursday, December 8, 2022

Street	Length in LF	ROW in FT	Plat
Sewall AVE SW	798.00	50.00	PH 2C MP 1
Waterwheel ST SW	605.00	50.00	PH 2C MP 1
Waterwheel ST SW	1449.00	50.00	PH 2C MP 2
Gum LN SW	414.00	50.00	PH 2C MP 2
Total	3266.00		

#21341

Book 81 Page 48



- LEGEND**
- PROPOSED PRIVATE STORM DRAINAGE EASEMENT (SDE) (TO BE MAINTAINED BY HOMEOWNER)
 - PUBLIC STORM DRAINAGE EASEMENT (PDE)
 - EXISTING PRIVATE STORM DRAINAGE EASEMENT (ESDE)
 - STE 35 X 35 SITE TRIANGLE EASEMENT
 - R/W RIGHT OF WAY
 - POINT COMPLETED
 - #4 REBAR FOUND
 - #4 REBAR SET
 - CONCRETE MONUMENT
 - STORM INLET
 - SANITARY SEWER MANHOLE
 - FIRE HYDRANT

MINIMUM BUILDING SETBACKS:

SET BACKS UNIT TYPE	FRONT	SIDE	REAR
50' LOTS	5'	3'	5'
60' LOTS	20'	5'	10'
70' LOTS	20'	6'	15'
80' LOTS	20'	6'	15'
100' LOTS	20'	7'	20'

*20' USED FOR 50' LOTS

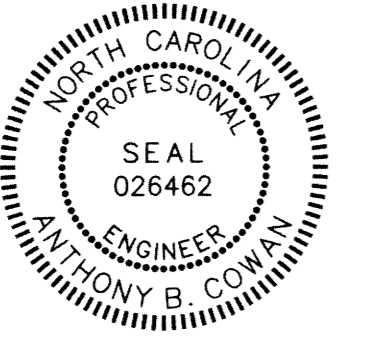
- NOTES:**
- THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLATION OF ALL PROPOSED IMPROVEMENTS AS SHOWN ON THIS PLAN.
 - COMMON OPEN SPACE AREAS SHALL BE MAINTAINED RESPECTIVELY BY THE HOME OWNER'S ASSOCIATION (HOA) OR THE COMMERCIAL OWNER'S ASSOCIATION (COA).
 - SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, APPURTENANCES OF RECORD, HOWEVER RECORDED AND/OR IMPLIED.
 - MONUMENTATION FOUND OR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
 - AREAS CALCULATED BY COORDINATED GEOMETRY.
 - SUBJECT PARCEL TAX ID# 55277405220000
 - CURRENT ZONING: PUD
 - TOTAL ACREAGE THIS PLAT: 455,654 SQ FT/ 10.46 Acres
AREA OF LOTS: 386,322 SQ FT/ 8.869 Acres
R/W AREA TO BE DEDICATED: 69,330 SQ FT/ 1.591 Acres
 - LOTS CREATED THIS PLAT: 35 LOTS THAT ARE 65-70 FEET WIDE
 - SUBJECT DEED REFERENCE: DEED BK 11231, PG 67
 - HANDICAPPED RAMPS ON ALL SIDEWALKS AT STREET CORNERS.
 - PROPERTY WITHIN 2,000 FEET OF AN NCGS CONTROL MONUMENT.
 - CITY OF CONCORD WATER AND SEWER IS AVAILABLE TO THE PROPERTY
 - LINEAR FOOTAGE OF DEDICATED UTILITIES:
1,524 LF WATER LINE
1,450 LF SEWER LINE
 - AVERAGE IMPERVIOUS AREA OF 4,000 SQUARE FEET FOR 70' LOTS AND 3,000 SQUARE FEET FOR 60' LOTS. THIS AREA INCLUDES PRINCIPAL STRUCTURE, ENTRY SIDEWALKS, A/C PADS, PATIOS, AND ACCESSORY STRUCTURES.
 - STORM DRAIN EASEMENT METES AND BOUNDS SHOWN ON SHEETS 2 & 3.
 - DUKE ENERGY ELECTRIC SERVICE PROVIDER.
 - SANITARY SEWER UTILITY EASEMENTS AND ACCESS ROADS SHOWN ON THIS PLAT SHALL HAVE A GRADE LESS THAN 8% AND A SIDE SLOPE LESS THAN 2%. THE SANITARY SEWER UTILITY EASEMENTS AND ACCESS ROADS SHALL HAVE FREE AND CLEAR ACCESS FOR CITY OF CONCORD PERSONNEL.

ENGINEERS CERTIFICATION:

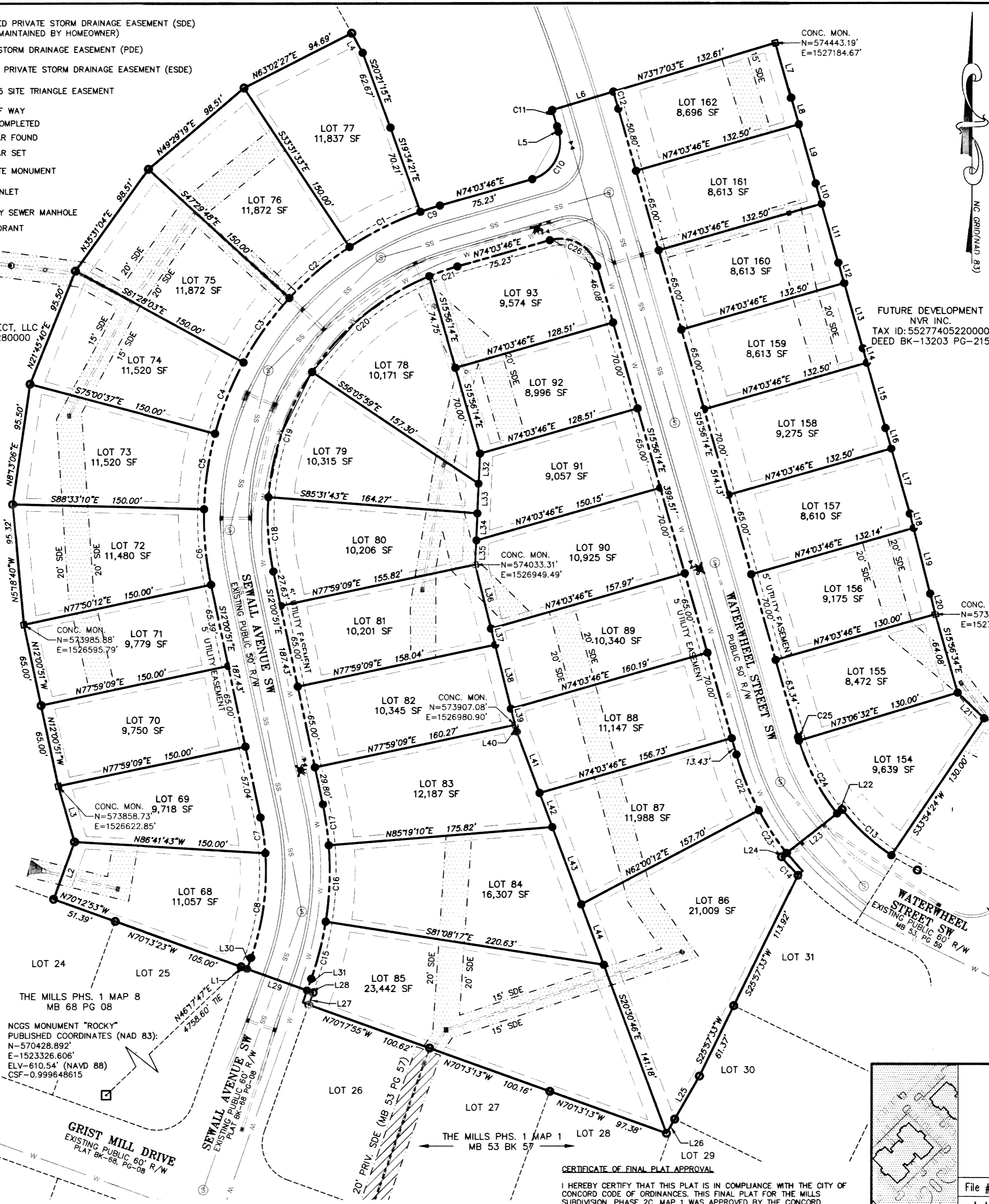
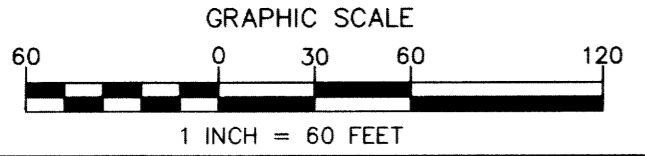
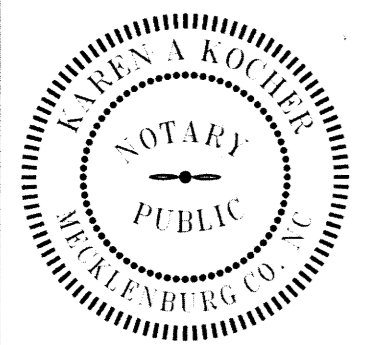
I HEREBY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

REGISTERED PROFESSIONAL ENGINEER
ANTHONY B. COWAN
026462
REGISTERED NO. 03/16/19



CERTIFICATE OF NOTARY PUBLIC:
NORTH CAROLINA
MECKLENBURG COUNTY
KAREN A KOCHER
A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ANTHONY BRENT COWAN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 16th DAY OF MAY, 2019.
MY COMMISSION EXPIRES: 03/24/2024



FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT A PORTION OF THE PROPERTY SHOWN ON THIS PLAT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY PANEL NUMBER 371055-2700-K, DATED NOVEMBER 16, 2018.

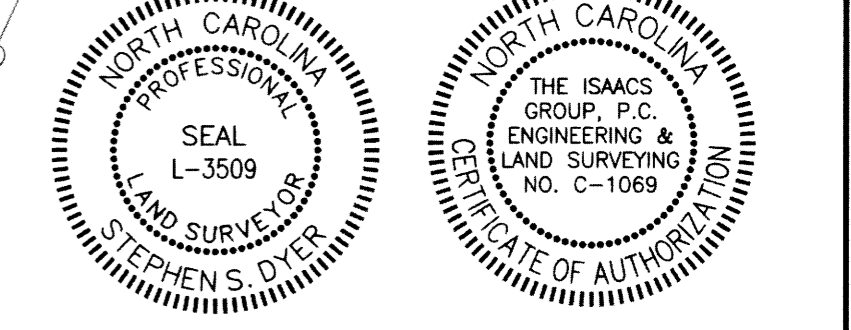
CERTIFICATE OF CONFORMITY WITH PLANS & SPECIFICATIONS:
CITY OF CONCORD
MILLS SUBDIVISION - PHASE 2C, MAP 1
NAME OF SUBDIVISION
SEAWALL AVE SW - 798'
WATERWHEEL ST - 605'
NAME OF STREET - LINEAR FOOTAGE
NVR, INC.
NAME OF SUBDIVIDER
CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION (NVR, INC.)
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: [Signature] OWNER DATE 5/16/19

CERTIFICATE OF NOTARY PUBLIC:
NORTH CAROLINA
CABARRUS COUNTY
Patricia English-Mirabella
STATE, DO HEREBY CERTIFY THAT [Signature] A NOTARY PUBLIC FOR SAID COUNTY AND APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
OF MAY 2019
MY COMMISSION EXPIRES: 08/08/2019
PATRICIA ENGLISH-MIRABELLI
Notary Public
Lincoln County
North Carolina
My Commission Expires Aug 8, 2019

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS:
I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.
DATE 5/14/19 M. Sue Hyde DIRECTOR OF ENGINEERING

SURVEYORS CERTIFICATION:
I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES; THAT THE RATIO OF PRECISION IS A MINIMUM OF 1:10,000; THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS: 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.
STEPHEN S. DYER, PLS L-3509



CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION OF A MEETING OF THE CITY COUNCIL HELD ON April 11, 2019.
DATE 5/15/19 [Signature] CITY CLERK

CERTIFICATE OF FEE PAYMENT:
I HEREBY CERTIFY THAT ALL FEES FOR THE MILLS-86 MAP 1 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.
DATE 5/15/19 [Signature] FINANCE DIRECTOR

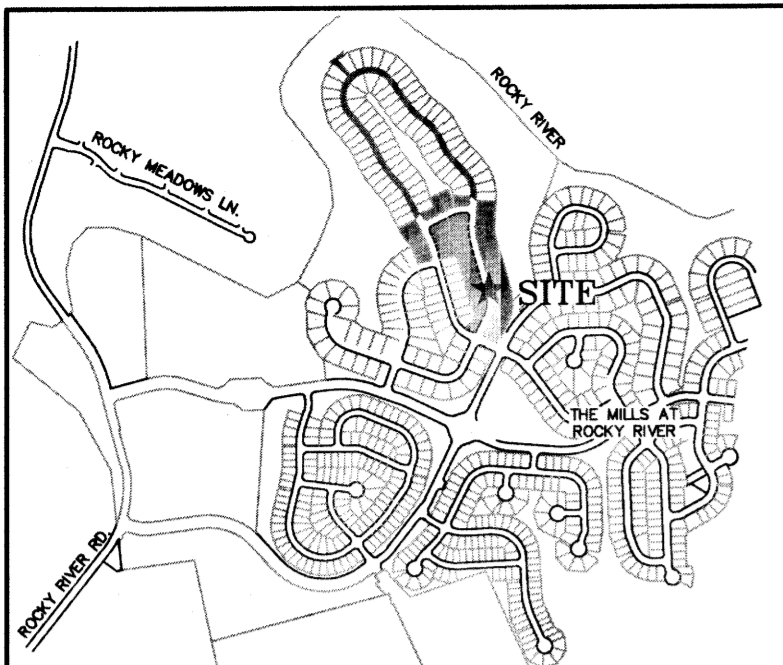
CERTIFICATE OF FINAL PLAT APPROVAL
I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE MILLS SUBDIVISION, PHASE 2C, MAP 1 WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 5/15/19.
DATE 5/16/19 [Signature] DEVELOPMENT SERVICES DIRECTOR

SUBDIVISION PLAT
THE MILLS, PHASE 2C MAP 1
CITY OF CONCORD, TOWNSHIP #1
CABARRUS COUNTY, NORTH CAROLINA
PREPARED FOR: NVR, INC.

File #: 16167 Phs 2C Map 1.dwg Date: 03/25/19 Project P.L.S.: SSD
THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND LAND SURVEYING
Surveyed By: LAS
Drawn By: RER
Scale: 1"=60'
SHEET 1 OF 3

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

FILED Aug 15, 2019 03:18 pm
BOOK 0048
PAGE 0048 THRU 0048
INSTRUMENT # 21341
EXCISE TAX \$0.00



VICINITY MAP: NOT TO SCALE

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE MILLS SUBDIVISION, PHASE 2C, MAP 2 WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENT CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON March 5, 2020.

K. King 3/6/20 DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON Dec 10, 2019.

3-6-2020 Kim J. Deasch DATE CITY CLERK

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT A PORTION OF THE PROPERTY SHOWN ON THIS PLAT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY PANEL NUMBER 371055-2700-K, DATED NOVEMBER 16, 2018.

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.

3/6/2020 M. Sue Lloyd DATE DIRECTOR OF ENGINEERING

CERTIFICATE OF FEE PAYMENT

I HEREBY CERTIFY THAT ALL FEES FOR THE MILLS 2C MAP 2 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

Pat Hirsch 3/9/20 FINANCE DIRECTOR DATE

CERTIFICATE OF CONFORMITY WITH PLANS & SPECIFICATIONS

CITY OF CONCORD MILLS SUBDIVISION - PHASE 2C, MAP 2 NAME OF SUBDIVISION GUM LANE SW - 414' WATERWHEEL ST SW - 1.449' NVR, INC.

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION (NVR, INC.)

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: [Signature] OWNER DATE 3/3/2020

CERTIFICATE OF NOTARY PUBLIC

NORTH CAROLINA CABARRUS COUNTY Mecklenburg Mirabelli Patricia English Mirabelli A NOTARY PUBLIC FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Kevin Conroy PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 3 DAY OF March 2020 MY COMMISSION EXPIRES: 08/08/2024

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION (THE MILLS @ ROCKY RIVER PROPERTY OWNERS)

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: [Signature] OWNER DATE 03/02/20

CERTIFICATE OF NOTARY PUBLIC

NORTH CAROLINA CABARRUS COUNTY Leah Strickland A NOTARY PUBLIC FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 4th DAY OF March 2020 MY COMMISSION EXPIRES: April 21, 2024

ENGINEERS CERTIFICATION

I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

REGISTERED PROFESSIONAL ENGINEER 026462 03/03/2020 REGISTERED NO. DATE



CERTIFICATE OF NOTARY PUBLIC

NORTH CAROLINA MECKLENBURG COUNTY Karen A Kocher A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ANTHONY BRENT COWAN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 3rd DAY OF March 2020 MY COMMISSION EXPIRES: 03/24/2024



NGCS MONUMENT "ROCKY" PUBLISHED COORDINATES (NAD 83): N-570428.892' E-1523326.606' EL-610.54' (NAVD 88) CSF-0.999648615



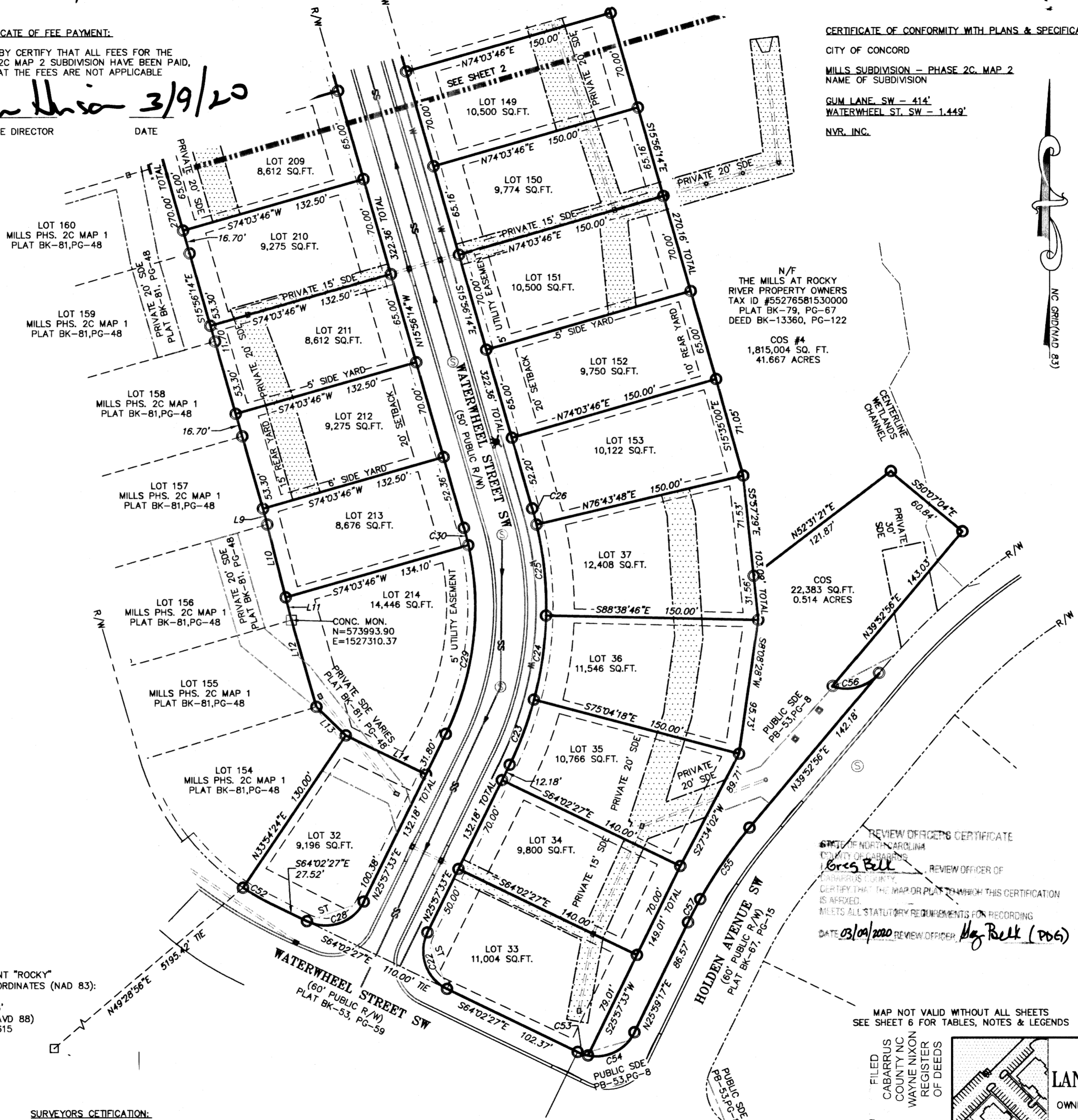
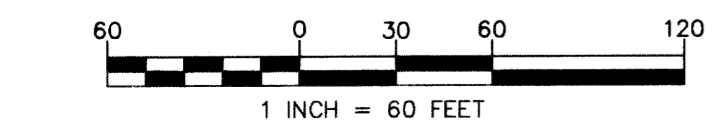
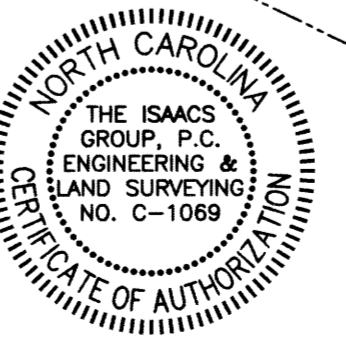
UNDERGROUND UTILITY DISCLAIMER

UNDERGROUND UTILITIES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION OF THEIR APPROXIMATE LOCATION ONLY AND MAY NOT BE A COMPLETE INVENTORY OF ALL UTILITIES. EXACT LOCATIONS AND A COMPLETE INVENTORY OF EXISTING UTILITIES REQUIRES VACUUM EXCAVATION OR SIMILAR NON-DESTRUCTIVE FORM OF VERIFICATION, WHICH HAS NOT BEEN PERFORMED ON THIS PROJECT. THE ISAACS GROUP, P.C. ACCEPTS NO RESPONSIBILITY FOR THE EXACT LOCATION OF SITE UTILITIES SHOWN OR FOR UTILITIES NOT SHOWN ON THIS MAP. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, CONTACT 811 (WWW.CALL811.COM) OR A PRIVATE UTILITY LOCATOR AS NEEDED TO VERIFY THE LOCATIONS AND EXISTENCE OF EXISTING UTILITIES.

SURVEYORS CERTIFICATION

I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES; THAT THE RATIO OF PRECISION IS A MINIMUM OF 1:10,000; THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS: 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

Stephen S. Dyer PLS 2020.03.03 11:08:03-0500' STEPHEN S. DYER, PLS L-3509

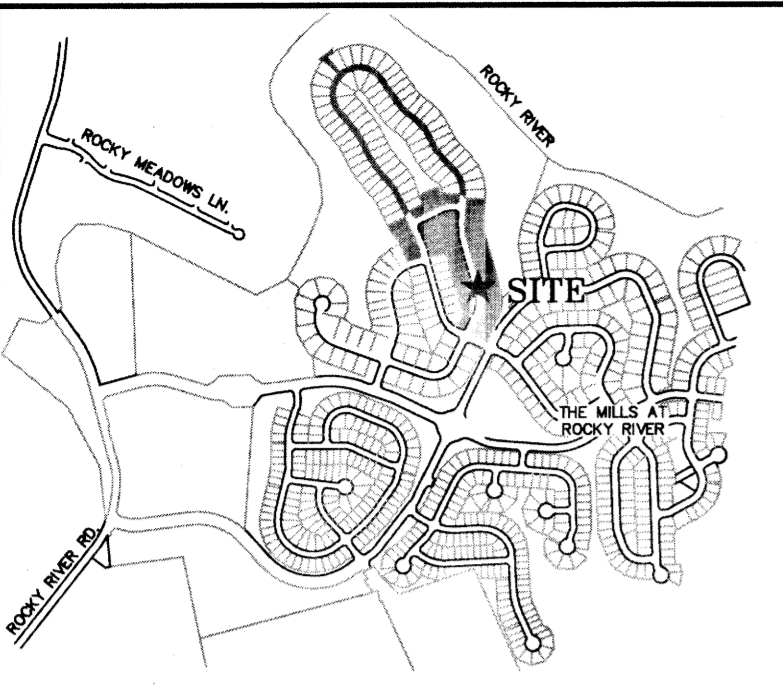


REVIEW OFFICER'S CERTIFICATE GREG BELL REVIEW OFFICER OF THE STATE OF NORTH CAROLINA CERTIFY THAT THE MAP OR PLAN IN WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING DATE 03/01/2020 REVIEW OFFICER Greg Bell (P06)

MAP NOT VALID WITHOUT ALL SHEETS SEE SHEET 6 FOR TABLES, NOTES & LEGENDS

FILED Mar 09, 2020 10:15 am CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS EXCISE TAX \$0.00

SUBDIVISION PLAT LAND OF NVR. THE MILLS, PHASE 2C MAP 2 OWNER ADDRESS: 11700 PLAZA AMERICA DRIVE, SUITE 500 RESTON, VA 20273 SITE ADDRESS: WATERWHEEL STREET CITY OF CONCORD CABARRUS COUNTY, NORTH CAROLINA PREPARED FOR: NVR. File #: 16167-RM-2C-2 Date: 3/3/2020 Project P.L.S.: SSD THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND LAND SURVEYING Surveyed By: TIG Drawn By: DFC Scale: 1"=60' SHEET 1 OF 6 8720 RED OAK BLVD. SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335



VICINITY MAP: NOT TO SCALE

UNDERGROUND UTILITY DISCLAIMER:
 UNDERGROUND UTILITIES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION OF THEIR APPROXIMATE LOCATION ONLY AND MAY NOT BE A COMPLETE INVENTORY OF ALL UTILITIES. EXACT LOCATIONS AND A COMPLETE INVENTORY OF EXISTING UTILITIES REQUIRES VACUUM EXCAVATION OR SIMILAR NON-DESTRUCTIVE FORM OF VERIFICATION, WHICH HAS NOT BEEN PERFORMED ON THIS PROJECT. THE ISAACS GROUP, P.C. ACCEPTS NO RESPONSIBILITY FOR THE EXACT LOCATION OF SITE UTILITIES SHOWN OR FOR UTILITIES NOT SHOWN ON THIS MAP. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, CONTACT 811 (WWW.CALL811.COM) OR A PRIVATE UTILITY LOCATOR AS NEEDED TO VERIFY THE LOCATIONS AND EXISTENCE OF EXISTING UTILITIES.

FUTURE DEVELOPMENT
 N/F
 LAND OF NVR INC.
 TAX ID #55277405220000

SEE SHEET 5 OF 6
 FOR TEMPORARY ACCESS/UTILITY EASEMENT



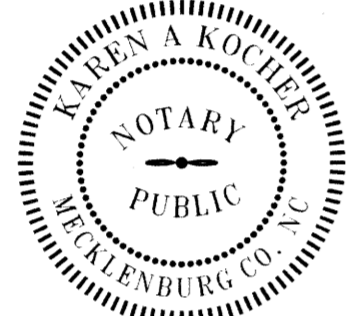
CERTIFICATE OF NOTARY PUBLIC:

NORTH CAROLINA
 MECKLENBURG COUNTY

Karen A Kocher
 I, *Karen A Kocher*, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ANTHONY BRENT COWAN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 3rd DAY OF MARCH 2020.

MY COMMISSION EXPIRES: 03/24/2024.



N/F
 THE MILLS AT ROCKY RIVER PROPERTY OWNERS
 TAX ID #55276581530000
 PLAT BK-79, PG-67
 DEED BK-13360, PG-122

N/F
 THE MILLS AT ROCKY RIVER PROPERTY OWNERS
 TAX ID #55276581530000
 PLAT BK-79, PG-67
 DEED BK-13360, PG-122

ENGINEERS CERTIFICATION:

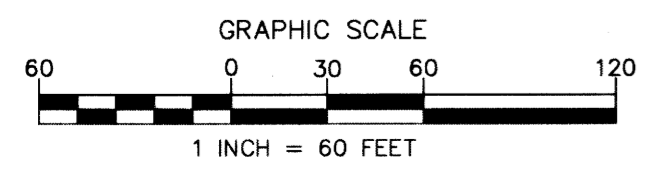
I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

SIGNED:

Anthony B. Cowan
 REGISTERED PROFESSIONAL ENGINEER

026462
 03/03/2020
 REGISTERED NO. DATE

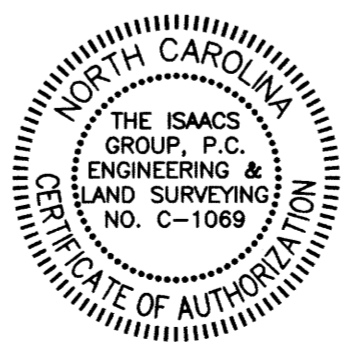


SURVEYORS CERTIFICATION:

I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES; THAT THE RATIO OF PRECISION IS A MINIMUM OF 1:10,000, THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS: 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

Stephen S. Dyer PLS. 2020.03.03
 11:07:48-05'00"

STEPHEN S. DYER, PLS L-3509



FILED Mar 09, 2020 10:15 am
 BOOK 00083
 PAGE 0066 THRU 0066
 INSTRUMENT # 07177
 EXCISE TAX \$0.00

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON REGISTER OF DEEDS

MAP NOT VALID WITHOUT ALL SHEETS
 SEE SHEET 6 FOR TABLES, NOTES & LEGENDS

**SUBDIVISION PLAT
 LAND OF NVR. THE MILLS, PHASE 2C MAP 2**

OWNER ADDRESS: 11700 PLAZA AMERICA DRIVE, SUITE 500 RESTON, VA 28273
 SITE ADDRESS: WATERWHEEL STREET
 CITY OF CONCORD
 CABARRUS COUNTY, NORTH CAROLINA
 PREPARED FOR: NVR.

File # 16167-RM-2C-2	Date: 3/3/2020	Project P.L.S.: SSD
		Surveyed By: TIG
CIVIL ENGINEERING DESIGN AND LAND SURVEYING GROUP		Drawn By: DFC
		Scale: 1"=60'

8720 RED OAK BLVD. SUITE 420
 CHARLOTTE, N.C. 28217
 PHONE (704) 527-3440 FAX (704) 527-8335

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$1,072,085	\$1,137,105	\$65,020
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$1,693,597	\$1,628,577	\$(65,020)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Coddle Creek Greenway

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

SECTION 1. The projects authorized are the projects included for the Coddle Creek Greenway.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4501280				
420-4501280	Transfer from P&R Reserve	\$1, 294,941	\$1,294,941	\$65,020
				<u>\$65,020</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811093				
8300-5811093	Coddle Creek Greenway	\$679,800	\$198,480	\$65,020
Total				<u>\$65,020</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

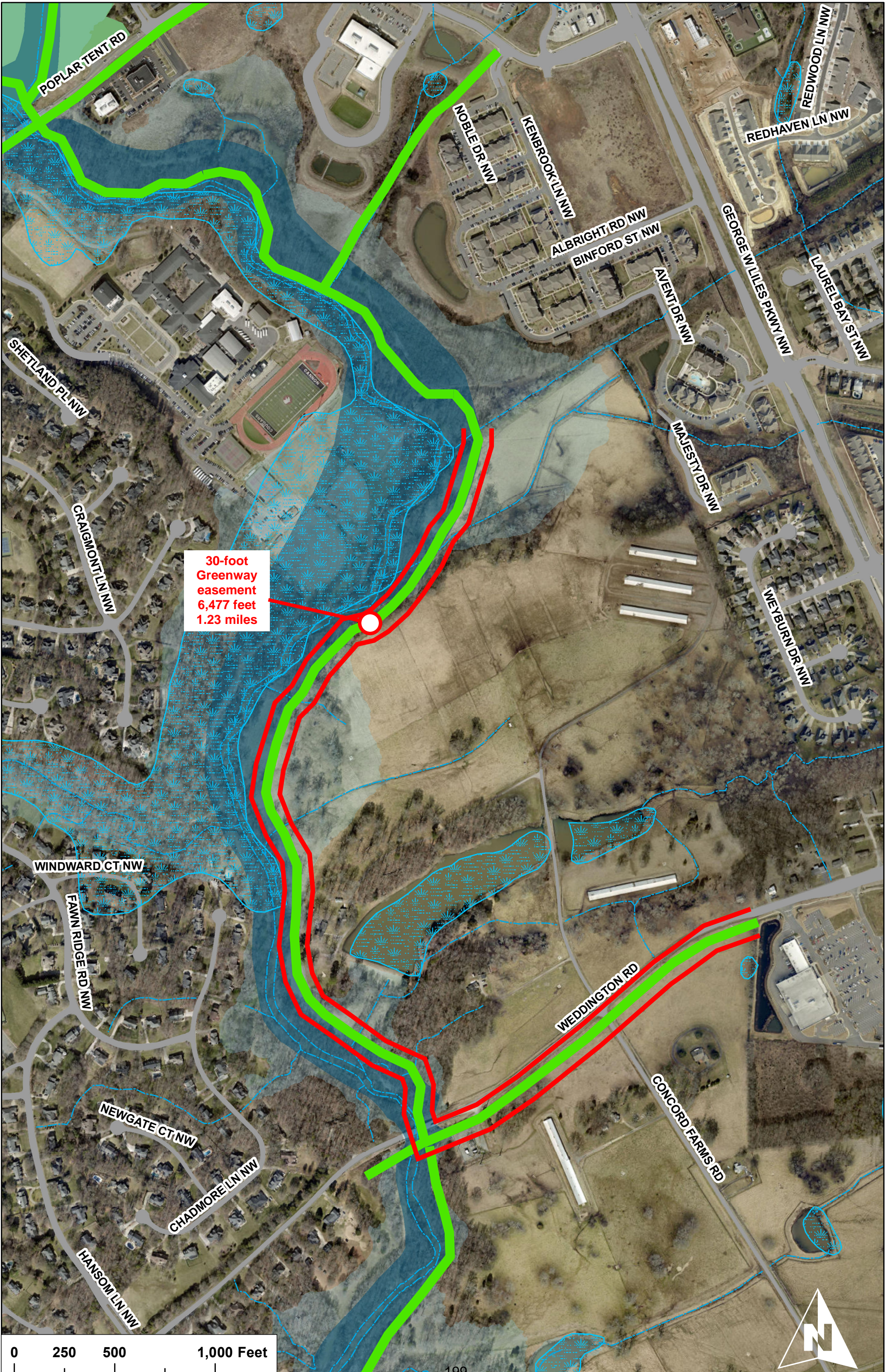
Duly adopted by the City Council of the City of Concord, North Carolina this 9th day December, 2021.

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

 William C. Dusch, Mayor

ATTEST: _____
 Kim Deason, City Clerk

 Valerie Kolczynski, City Attorney



**30-foot
Greenway
easement
6,477 feet
1.23 miles**

POPLAR TENT RD

NOBLE DR NW

KENBROOK LN NW

ALBRIGHT RD NW
BINFORD ST NW

REDWOOD LN NW

REDHAVEN LN NW

GEORGE WILES PKWY NW

LAUREL BAY ST NW

AVENT DR NW

MAJESTY DR NW

WEYBURN DR NW

SHETLAND PL NW

CRAIGMONT LN NW

WINDWARD CT NW

FAWN RIDGE RD NW

WEDDINGTON RD

CONCORD FARMS RD

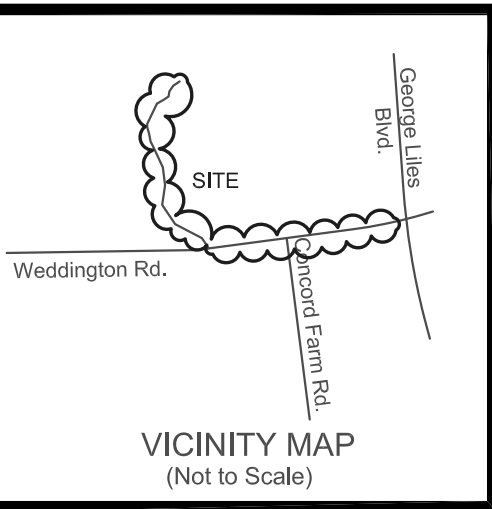
NEWGATE CT NW

CHADMORE LN NW

HANSOM LN NW

0 250 500 1,000 Feet

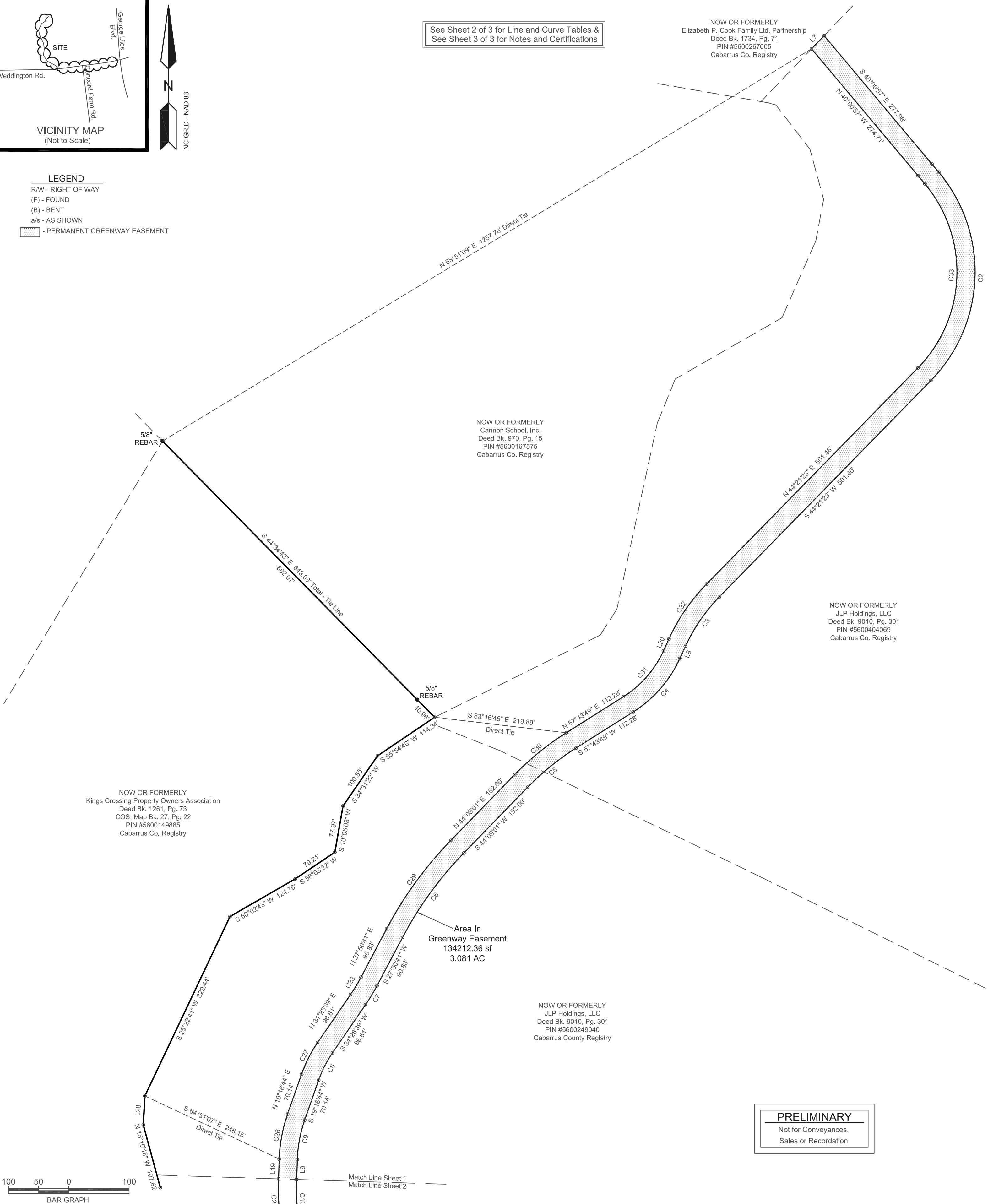




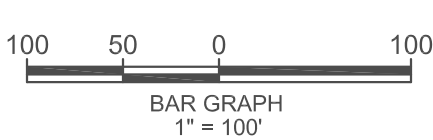
See Sheet 2 of 3 for Line and Curve Tables &
See Sheet 3 of 3 for Notes and Certifications

NOW OR FORMERLY
Elizabeth P. Cook Family Ltd. Partnership
Deed Bk. 1734, Pg. 71
PIN #5600267605
Cabarrus Co. Registry

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - PERMANENT GREENWAY EASEMENT



PRELIMINARY
Not for Conveyances,
Sales or Recordation

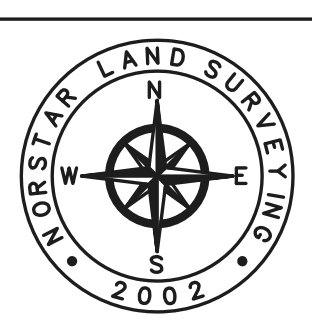


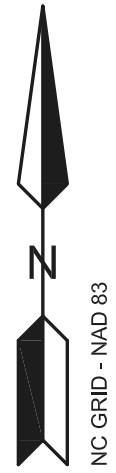
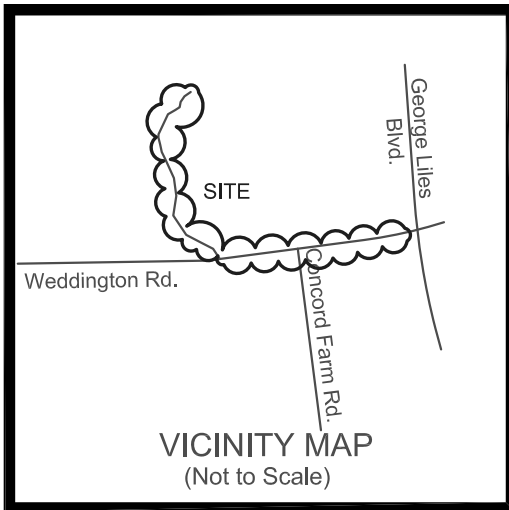
SHEET 1 OF 3	DATE	REVISION	BY	CHECKED BY S. Dyer	DRAWN BY S. Kinney	NLS NO. 19147	SCALE 1" = 100'	DATE September 8, 2021	Prepared for: City of Concord
									City of Concord Township No. 2 Cabarrus County, NC

Greenway Easement

EASEMENT EXHIBIT

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





- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - PERMANENT GREENWAY EASEMENT

See Sheet 2 of 3 for Line and Curve Tables

NOW OR FORMERLY
JLP Holdings, LLC
Deed Bk. 9010, Pg. 301
PIN #5600404069
Cabarrus County Registry

NOW OR FORMERLY
Willow Oaks Crossing, LLC
Deed Bk. 10986, Pg. 155
Tract #1, Map Bk. 70, Pg. 17
PIN #5600530360
Cabarrus Co. Registry

NOW OR FORMERLY
JLP Holdings, LLC
Deed Bk. 9010, Pg. 301
PIN #5600249040
Cabarrus County Registry

NC GRID - HV 4
N 604006.33
E 1503678.13
NC GRID - NAD 83

NOW OR FORMERLY
JLP Holdings, LLC
Deed Bk. 9010, Pg. 301
PIN #5600434004
Cabarrus County Registry

Area In
Greenway Easement
32074.29 sf
0.736 AC

Area In
Greenway Easement
30161.25 sf
0.692 AC

NOW OR FORMERLY
JLP Holdings, LLC
Deed Bk. 9010, Pg. 301
PIN #5600404069
Cabarrus County Registry

NOW OR FORMERLY
Ange's A. Sabol Estate
Deed Bk. 576, Pg. 335
PIN #5600226625
Cabarrus Co. Registry

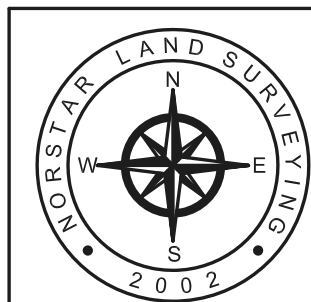
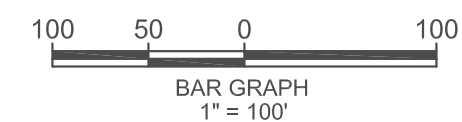
Area In
Greenway Easement
800.37 sf
0.018 AC

NOW OR FORMERLY
City of Concord
Deed Bk. 1389, Pg. 105
PIN #5600322573
Cabarrus Co. Registry

NOW OR FORMERLY
JLP Holdings, LLC
Deed Bk. 9010, Pg. 301
PIN #5600404069
Cabarrus County Registry

Permanent Utility
Easement
Deed Bk. 1159, Pg. 181

- NOTES:**
- * Deed Reference - Deed Bk. 9010, Pg. 301 JLP Holdings, LLC Dated December 29, 2009 Recorded in Cabarrus Co. Registry
 - * Map Reference - Boundary Survey for Coddle Creek Greenway Dated January 16, 2018 Unrecorded Plat Performed by R. Scott Dyer, PLS
 - * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
 - * Vertical datum based on NAVD 88 per NCGS monuments.
 - * Survey control is based on the NC Continuously Operating Reference Stations (CORS) GPS Network, NAD 83 (NSRS 2011).
 - * This property is located within a 100 year flood hazard area, zoned AE per Community Flood Panel #3710560000 K, dated November 16, 2018.



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

I, R. Scott Dyer, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: B
2. Positional Accuracy: 0.02
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Date of Survey: September 8, 2021
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99985084
8. Units: US Survey Feet

PRELIMINARY
Not for Conveyances,
Sales or Recordation

R. Scott Dyer, PLS #4444 Date

Review Officers Certificate
State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Review Officer Date

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 9010, page 301, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 8th day of September, A.D., 2021.

I also certify to one or more of the following as indicated:
 A. That this plat is of a survey that creates a subdivision of land within the the area of county or municipality that has an ordinance that regulates parcels of land;
 B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 C. That this plat is of an existing parcel(s) of land;
 D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer, PLS #4444

DATE	September 8, 2021	DRAWN BY	S. Kimrey
SCALE	1" = 100'	CHECKED BY	S. Dyer
NLS NO.	19147	SHEET	3 OF 3

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Hector Henry-Cannon Crossing

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

SECTION 1. The projects authorized are the projects included for the HHH-Mills at Rocky River Greenway.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811019				
8300-5811019	HH – Cannon Crossing	\$245,870	\$248,051	\$2,181
8300-5811068				
8300-5811068	Future Projects	\$320,208	\$318,027	(\$2,181)
	Total			<u>\$0</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**GRANT PROJECT ORDINANCE
American Rescue Plan Fund**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended:

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3300-5811082	Future Projects	14,807,872	14,777,247	(30,625)
3300-5839000	HR COVID Mgmt System	0	30,625	30,625
Total				<u>\$0</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The projects authorized are General Capital Projects for Equipment-Capital.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501285				
430-4501285	From Gen Cap Reserve	4,447,920	7,053,362	2,605,442
Total				<u>2,605,442</u>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8800-5550000				
8800-5550000	Equipment - Capital	0	2,605,442	2,605,442
Total				<u>2,605,442</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan Listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc (Dec)</u>
8150-5987000				
8150-5987000	To Project Fund	\$4,712,404	\$7,317,846	\$2,605,442
8150-5811082				
8150-5811082	Future Projects	\$21,393,829	\$18,788,387	(\$2,605,442)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan Listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc (Dec)</u>
8150-5987000				
8150-5987000	To Project Fund	\$11,280,146	\$4,712,404	(\$6,567,742)
8150-5983000				
8150-5983000	To General Fund	\$7,334,893	\$3,093,000	(\$4,241,893)
285-4501100				
285-4501100	From General Fund	\$38,840,813	\$28,031,178	(\$10,809,635)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The projects authorized are General Capital Projects for West Concord Expansion.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

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

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811267				
8804-5811267	W Concord Expansion	40,000	90,000	50,000
8804-5811286				
8804-5811286	W Concord Cem MP	50,000	0	(50,000)
Total				0

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of December, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

8.16 OUTSIDE EMPLOYMENT POLICY

A. Proponent:

The proponent for the Outside Employment Policy is the Human Resources Director.

B. Purpose:

The objectives are to outline the City of Concord's policy regarding outside employment by City employees. Outside employment is defined as any employment for monetary gain.

C. Procedure:

(1) Conflict of Interest: No co-worker shall engage in any outside employment (including self-employment) that would:

- (a) Directly or indirectly affect their ability to make unbiased decisions or recommendations in the duties of their job with the City;
- (b) Create the appearance of favoritism for any person or entity providing goods or services to the City; or
- (c) Compromise their independent judgment regarding recommendations or choice of vendors or services that are provided the City of Concord.
- (d) Violate any federal or state statute, City of Concord charter or Concord City ordinance.

(2) Approval: Determination of the degree of limitations on outside employment will be based upon the best interest of the City in furthering professionalism, protecting the reputation of the co-worker and City and ensuring the City receives full and faithful service in return for its expenditure of resources.

- (e) Full-Time Co-workers: Prior to obtaining any outside employment, whether as a co-worker, independent contractor or otherwise, a full-time co-worker must request prior approval through their Division Manager or Department Head or in the case of a Department Head or Executive Director, by their immediate supervisor. Co-workers currently engaged in outside employment are also expected to complete the outside employment form (refer to section (3) Expected Conduct (b) Duty to Report section below). New Hires are also expected to complete the Outside Employment Request Form. All requests for outside employment by full-time co-workers must be submitted on the City of Concord "Outside Employment Request" form.
- (f) City Council Appointees: Prior to obtaining any outside employment co-workers who are City Council appointees must receive approval from the City Council. Approval must state the specific nature of the outside employment and name of the employer.
- (g) Part-Time Co-workers: Part time co-workers must advise their immediate supervisor of the nature of any employment.

(2) Expected Conduct

- (a) Duty to Perform: All outside employment must be conducted so that it does not conflict with the co-worker's regular duties and performance. Work must not be performed during the co-worker's regular work hours unless the co-worker is using City leave and has received prior approval. No City resources, personnel, uniforms or equipment may be used in conjunction with outside employment. Police Department personnel are required to comply with departmental General Orders. Upon approval by Police Chief or designee, certified law enforcement officers may utilize city equipment.
- (b) Duty to Report: If in the preceding 24 months a co-worker had any employment relationship or received referral business from a person or entity doing business or seeking to do business with the City and the co-worker has any recommendation or decision-making authority for that service or product, the co-worker must disclose in writing the nature and extent of the employment or business referral relationship to their immediate supervisor. This notice must be provided before the co-worker makes any recommendation or decision on the service or product. This information is available for public inspection. Copies of all outside employment documents will be filed in the co-worker's personnel file.
- (c) Duty to Maintain: All approvals are valid until there is a change in the outside employment status such as but not limited to, changes in work hours; scope of work; business type; etc. Co-workers are required to notify their immediate supervisor of any status changes related to their outside employment and submit an updated Outside Employment Approval Request form within 10 workdays of the status change. Failure to obtain prior approval for outside employment, or engaging in outside employment when such approval has been denied, may result in disciplinary action up to and including termination.

If the Department Director believes an employment request is inappropriate, he/she must review the facts of the request with their Assistant City Manager or the City Manager prior to disapproving.

If outside employment negatively impacts the co-worker's job performance at the City of Concord, the Department Director may rescind approval for outside employment. The Department Director must obtain approval from the City Manager and notify Human Resources when the outside employment approval has been rescinded. This notification should provide the reason(s) for this action. Following approval by the City Manager and notification to Human Resources, the Department Director should notify the co-worker that their outside employment approval has been rescinded and provide the reason(s) for this action.



Outside Employment Approval Request

Applicant Information

Full Name: Date: _____ Date: _____
Last First M.I.

Department: _____ Title: _____

Outside Employer Information

Outside Employer Self-Employed / Independent Contractor

Employer / Firm Name: _____ Firm Phone: (____) _____

Employer / Firm Address: _____
Street City State ZIP

Business Type: _____

Physical Location of Employment: _____
Street City State ZIP

Immediate Supervisor: _____ Supervisor Phone: (____) _____

Assignment and Duties Required of Outside Employer

Beginning Employment Date: _____

No. of Days per Week: _____ Hours per Day: _____ Total: _____

Workers Compensation Provided by Outside Employer? **YES** **NO**

List All Duties Requested of You by Outside Employer:

1. _____
2. _____
3. _____
4. _____
5. _____

Additional Outside Employers

List All Other Current Outside Employers / Work as Independent Contractor:

1. _____ Hours per Week: _____
2. _____ Hours per Week: _____
3. _____ Hours per Week: _____
4. _____ Hours per Week: _____
5. _____ Hours per Week: _____

Outside Employment Approval Request (reverse)

Outside Employment Agreement

I certify that I have read **Article 8.13 Outside Employment Policy** of the City's *Personnel Policies and Procedures*. I understand that the approval for outside employment shall not be deemed a waiver of my compliance with the City's *Personnel Policies and Procedures* or any applicable state or federal law. I acknowledge that it is my responsibility to ensure that the outside employment is performed in compliance with all applicable laws.

I understand that any permitted outside employment shall not interfere with my work as a City of Concord employee. I acknowledge that my primary duty is to fulfill scheduled departmental work and agree to report fully alert for duty. I further agree that any approval granted for outside employment may be rescinded if a change occurs involving my capability to perform assigned duties or to maintain requirements of the City.

I understand that no City personnel, resources, equipment or uniforms may be used in conjunction with outside employment.

I understand that this permission may be rescinded at any time at the discretion of the Department Director.

I understand that this request and/or approval is valid until there is a change in my outside employment status such as but not limited to, changes in work hours; scope of work; business type; etc. I understand that I am required to notify my immediate supervisor of any status changes related to my outside employment and submit an updated Outside Employment Approval Request form within 10 workdays of the status change.

I understand that failure to obtain prior approval for outside employment, or engaging in outside employment when such approval has been denied, may result in disciplinary action up to and including termination.

Employee: _____ Date: _____
Signature

Approvals

Request Approved: YES NO

Supervisor: _____ Date: _____

Department Director: _____ Date: _____

Asst. /Deputy City Manager: _____ Date: _____

HR Director: _____ Date: _____
(as needed)

City Manager/Mayor: _____ Date: _____
(as needed)

Tax Report for Fiscal Year 2021-2022

FINAL REPORT

October

Property Tax Receipts- Munis

2021 BUDGET YEAR	2,070,754.02
2020	(90,635.67)
2019	(44,635.88)
2018	(50,610.58)
2017	1,567.25
2016	1,430.84
2015	22,501.00
2014	246.21
2013	221.81
2012	265.43
Prior Years	965.29
Interest	8,873.87
Refunds	
	<u>1,920,943.59</u>

Vehicle Tax Receipts- County

2021 BUDGET YEAR	443,887.21
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	
Penalty & Interest	4,714.45
Refunds	
	<u>448,601.66</u>

Fire District Tax - County

2021 BUDGET YEAR	11,340.13
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>2,380,885.38</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	34,939.68
100:Vehicle Tag Fee	141,845.65
292:Vehicle Tag Fee-Transportation Fund	34,939.68
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>211,725.01</u>

Privilege License	
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>-</u>

Oakwood Cemetery current	950.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	5,458.36
Rutherford Cemetery endowment	2,466.64
West Concord Cemetery current	-
West Concord Cemetery endowment	-
Total Cemetery Collections	<u>8,875.00</u>

Total Collections	<u>\$ 2,601,485.39</u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	652,569.56
Penalty	
Discoveries/Annex	14,640.79
Discovery Penalty	2,947.02
Total Amount Invoiced - Monthly	<u>670,157.37</u>
Total Amount Invoiced - YTD	65,352,278.53

Current Year	
Less Abatements (Releases)	
Real	40,087.15
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>40,087.15</u>

Adjusted Amount Invoiced - monthly	630,070.22
Adjusted Amount Invoiced - YTD	65,267,788.32

Current Levy Collected	2,070,754.02
Levy Collected from previous years	(158,684.30)
Penalties & Interest Collected	8,873.87
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>1,920,943.59</u>
Total Collected - YTD	12,395,697.95

Total Collected - net current levy -YTD 12,274,520.70

Percentage of Collected -current levy 18.81%

Amount Uncollected - current year levy 52,993,267.62

Percentage of Uncollected - current levy 81.19%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of October 2021

RELEASES		
CITY OF CONCORD	\$	40,087.15
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	440.28
CONCORD DOWNTOWN	\$	-

DISCOVERIES								
CITY OF CONCORD								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2016	0	0	0	0.0048	0.00	0.00		
2017	0	0	0	0.0048	0.00	0.00		
2018	0	491,994	491,994	0.0048	2,361.57	944.63		
2019	0	455,771	455,771	0.0048	2,187.70	656.31		
2020	0	796,061	796,061	0.0048	3,821.09	764.22		
2021	0	1,306,338	1,306,338	0.0048	6,270.42	581.86		
Total	0	3,050,164	3,050,164		\$ 14,640.79	\$ 2,947.02		
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		
2021	0	0	0	0.0023	0.00	0.00		
Total	0	0	0		\$ -	\$ -		

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 10/31/2021

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP NATIXIS NY 0 11/1/2021	63873JY12	5,000,000.00	4,995,038.90	11/1/2021	0.190	1.32	N/A	99.900778	1
CP BANCO SANTADER 0 11/19/2021	05970RYK5	5,000,000.00	4,997,723.61	11/19/2021	0.110	1.32	N/A	99.954472	19
CP CHESHAM 0 11/23/2021	16536HYPO	5,000,000.00	4,996,125.00	11/23/2021	0.150	1.32	N/A	99.9225	23
CP BARCLAYS US CCP FUNDING LLC 0 12/7/2021	067425XMG9	5,000,000.00	4,998,000.00	12/7/2021	0.120	1.32	N/A	99.96	37
CP COLLAT V CO LLC 0 12/22/2021	19424HZN3	5,000,000.00	4,996,966.67	12/22/2021	0.120	1.32	N/A	99.939333	52
CP LMA S A DISC CP 0 1/19/2022	53944RAK4	5,000,000.00	4,997,450.00	1/19/2022	0.120	1.32	N/A	99.949	80
CP ING US FUNDING 0 2/14/2022	4497W1BE5	5,000,000.00	4,994,022.22	2/14/2022	0.160	1.32	N/A	99.880444	106
CP CHESHAM 0 2/25/2022	16536JBR7	5,000,000.00	4,996,081.95	2/25/2022	0.130	1.32	N/A	99.921639	117
CP BAYERISCHE LANDESBK GIRO 0 3/16/2022	07274MCG8	5,000,000.00	4,996,250.00	3/16/2022	0.150	1.32	N/A	99.925	136
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.32	N/A	99.873444	145
CP ICBC LTD 0 4/8/2022	45581CD85	5,000,000.00	4,995,895.83	4/8/2022	0.150	1.32	N/A	99.917917	159
CP CROWN PT CAP CO LLC 0 4/18/2022	2284K1DJ9	5,000,000.00	4,994,970.85	4/18/2022	0.170	1.32	N/A	99.899417	169
CP BAQUE ET CAISSE EPARGNE 0 5/2/2022	0667K1E23	5,000,000.00	4,995,955.56	5/2/2022	0.130	1.32	N/A	99.919111	183
CP NATIXIS 0 5/24/2022	63873KEQ6	5,000,000.00	4,994,923.60	5/24/2022	0.170	1.32	N/A	99.898472	205
CP LLOYDS BANK CORP 0 5/31/2022	53948BEX3	5,000,000.00	4,994,422.22	5/31/2022	0.160	1.32	N/A	99.888444	212
CP BANCO DE CHILE 0 6/1/2022	05952TF16	5,000,000.00	4,993,369.44	6/1/2022	0.220	1.32	N/A	99.867389	213
CP CHARLOTTE MECK HOSP 0 6/22/2022	16085KFN4	5,000,000.00	4,995,550.00	6/22/2022	0.120	1.32	N/A	99.911	234
Sub Total / Average Commercial Paper		85,000,000.00	84,926,418.07		0.150	22.41		99.91344	123
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.32	N/A	99.94	564
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.32	N/A	100	648
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.32	N/A	100	691
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.32	N/A	100	760
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.32	N/A	99.957	810
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.32	N/A	99.8	852
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.92	N/A	99.94	887
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.32	N/A	100	1,023
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.32	N/A	100	1,045
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.32	N/A	100	1,268
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.32	N/A	100	1,429
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.32	N/A	100	1,689
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.32	N/A	100	1,793
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.32	N/A	100	1,976
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.32	N/A	100	2,322
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.32	N/A	100	2,335
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.32	N/A	99.725	2,643
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.31	N/A	99.2	2,692
Sub Total / Average FFCB Bond		88,470,000.00	88,399,018.00		0.716	23.33		99.920135	1,421
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.32	N/A	100	698
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.32	N/A	99.85	704

FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.32	N/A	100	757
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.32	N/A	100	831
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	835
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.32	N/A	100	911
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.32	N/A	100	936
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.32	N/A	100	936
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.32	N/A	100	950
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.32	N/A	100	988
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.32	N/A	100	1,002
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.32	N/A	100	1,031
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.32	N/A	99.98	1,353
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.32	N/A	99.98	1,450
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.764	1.32	N/A	100	1,521
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.32	N/A	100	1,551
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.32	N/A	99.9	1,570
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.32	N/A	100	1,591
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.32	N/A	100	1,641
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.32	N/A	99.725	2,116
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.32	N/A	100	2,923
Sub Total / Average FHLB Bond		100,520,000.00	100,526,412.30		0.642	26.53		100.008731	1,270
FHLMC Bond									
FHLMC 0.19 11/16/2022-21	3134GXAX2	5,000,000.00	5,000,000.00	11/16/2022	0.190	1.32	N/A	100	381
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	536
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	596
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.85	N/A	99.986726	603
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.56	N/A	100.039854	677
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.32	N/A	100	774
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.59	N/A	100	1,002
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.32	N/A	100	1,717
Sub Total / Average FHLMC Bond		25,105,000.00	25,199,678.14		0.379	6.65		100.403739	852
FNMA Bond									
FNMA 2 10/5/2022	3135G0T78	3,295,000.00	3,338,970.45	10/5/2022	1.524	0.88	N/A	101.334847	339
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	445
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.32	N/A	100	655
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.33	N/A	107.99	681
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.32	N/A	100	726
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.98	N/A	100.076557	757
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.32	N/A	100	789
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	827
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.41	N/A	104.080727	975
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.32	N/A	100	1,031
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.47	N/A	103.290765	1,080
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.32	N/A	99.797	1,142
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.32	N/A	100	1,352
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.32	N/A	100	1,388
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.32	N/A	100	1,394
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.32	N/A	100	1,824
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.32	N/A	100	2,195
Sub Total / Average FNMA Bond		64,740,000.00	65,144,065.14		0.561	17.19		100.651518	1,119
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	64,723.30	64,723.30	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	4,372,989.11	4,372,989.11	N/A	0.010	1.15	N/A	100	1

NCCMT LGIP	NCCMT271	97,817.98	97,817.98	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		4,535,530.39	4,535,530.39		0.010	1.20		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,197,993.93	10,197,993.93	N/A	0.100	2.69	N/A	100	1
Sub Total / Average Money Market		10,197,993.93	10,197,993.93		0.100	2.69		100	1
Total / Average		378,568,524.32	378,929,115.97		0.495	100		100.103141	945