



City Council Agenda

Thursday, August 13, 2020

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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

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

In order to maintain the safety of City residents, City Council, and staff, the August 11, 2020 City Council Work Session and the August 13, 2020 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tgQT09>

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

Meeting ID: 827 4489 7457 Password: 579922

Public Hearings will be conducted during the August 11, 2020 Work Session. If you would like to comment on a public hearing item or to comment during the Persons Requesting to be Heard portion of the August 13, 2020 City Council meeting click the following link:

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

* * * * *

- I. Call to Order
- II. Pledge of Allegiance and Moment of Silent Prayer:
- III. Approval of Minutes:
July 7 and July 9, 2020.
- IV. Presentations
- V. Unfinished Business
- VI. New Business
 - A. Informational Items
 - B. Departmental Reports
 - C. Recognition of persons requesting to be heard
 - D. Public Hearings

1. Conduct a public hearing to consider adopting a resolution on the matter of abandoning a portion of the right-of-way of the former location of Wilshire Ave. SW between Old Charlotte Rd. SW and the new alignment of Wilshire Ave SW. The proposal includes the abandonment of the right-of-way and the granting of a permanent public utility easement to the City. Chris Lucas has applied for the right-of-way abandonment. Mr. Lucas, via his firm New South Properties, LLC, owns the property on both sides of the right of way proposed for abandonment.

Recommendation: Motion to adopt a resolution to abandon a portion of the right-of-way of the former location of Wilshire Ave. SW between Old Charlotte Rd. SW and the new alignment of Wilshire Ave SW.

2. Conduct a public hearing and consider adopting an ordinance for annexation of a portion of a parcel (+/- 1.135 acres) located generally east of HWY 601 South and south of NC

HWY 49 North (3505 US Hwy 601 South). The petitioner for the annexation is Jerry Rigsby of Cambridge Corners LLC. The property is a portion of parcel number 5539-94-4060 (3502 US Hwy 601 South). The majority of the parcel (62.03 acres) was annexed into the City limits on January 14, 1999. However, the subject 1.135 acres was omitted for unknown reasons. The petitioner submitted a preliminary plat for the development of townhomes over the entire parcel and annexation of the subject property is necessary to complete the project as currently designed.

Recommendation: Consider making a motion to adopt the annexation ordinance and set the effective date for August 13, 2020.

E. Presentations of Petitions and Requests

1. Consider approving an amendment to the Cabarrus County Parking Deck Interlocal Agreement between Cabarrus County and the City of Concord. In October 2018, Cabarrus County and the City of Concord entered into the Cabarrus County Parking Deck Interlocal Agreement. In the existing agreement, the City authorized a contribution of \$3,000,000 to the cost of construction of the project. In return for the City's contribution, the County agreed to designate 142 parking spaces in the completed deck for the City's use. The existing agreement designates 50 of the City's spaces as reserved individual spaces (i.e. nested). The remaining 92 are located in the general use area of the parking deck (i.e. floating). The existing agreement only allows the City to collect revenue on the 50 nested spaces. Any revenue derived from the other 92 spaces must go to the County. The proposed amendment removes the nested designation and gives the City flexibility to lease and collect revenues on the 142 floating spaces (e.g. leasing spaces for downtown economic development projects). The proposed amendment leaves flexibility in the future to assign individual spaces if the County mutually agrees. Upon City Council's approval, the amendment would go to the Cabarrus County Commission for approval.

Recommendation: Motion to approve an amendment to the Cabarrus County Parking Deck Interlocal Agreement between Cabarrus County and the City of Concord.

2. Consider approving the appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$149,818.08 to Prosperity Unlimited to respond to immediate community mortgage needs related to COVID-19. On April 2, 2020, official notification was issued for the City of Concord in regards to The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136). The CARES Act allocated supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus. Additionally, the CARES Act provides flexibilities that make it easier to use the funds by granting waivers, removes the spending cap regulated for public service agencies and alternative requirements. Within the notification, Concord was awarded \$400,339 to respond to the growing effects of this historic public health crisis. To date Council has allocated \$250,520.92 to various agencies to assist with these immediate needs of Concord residents. However, one area of growing concern is the potential loss of housing for many Concord residents who are facing eviction or foreclosure due to COVID-19 related job loss. The CARES Act did include a temporary moratorium for renter and an initial forbearance period of up to 180 days, upon a borrower's request for Federally backed loans, but this has or will be ending. Staff has received a request for the remaining CARES funding of \$149,818.08 to be allocated to Prosperity Unlimited to provide mortgage assistance following, to the greatest extent feasible, guidelines set forth in the former Foreclosure Prevention Fund that was implemented by the North Carolina Housing Finance Agency. Prosperity Unlimited will aid residents who have suffered a job loss due to COVID-19 with mortgage assistance, help develop a crisis management budget, educate them about possible options to prevent foreclosure and assist with mitigation options if needed.

Recommendation: Motion to approve appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$149,818.08 to Prosperity Unlimited to respond to immediate community mortgage needs related to COVID-19.

3. Consider adopting a spending plan as proposed by the City Manager to spend the remaining balance of \$1,145,979.33 of the City allocated \$1,252,112.42 received from Cabarrus County as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. North Carolina counties are receiving funding as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The CRF allocation for Cabarrus

County totaled \$3,771,761 during Round 1 and \$4,200,908 during Round 2 for a grand total of \$7,972,669. The City of Concord has already been reimbursed \$106,133.09 by Cabarrus County for COVID-19 related expenses that were submitted to Cabarrus County for review on June 18, 2020 and has since then received the remaining balance of \$1,145,979.33, which will be used to cover the expenses proposed in the City Manager's spending plan.

Recommendation: Motion to adopt the spending plan as proposed by the City Manager to spend the remaining balance of \$1,145,979.33 of the City allocated \$1,252,112.42 received from Cabarrus County as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act.

- 4. Consider making an appointment to the Historic Preservation Commission (HPC) and to the Barber Scotia Property Task Force Committee.** An appointment to the HPC is needed to fill the current alternate position vacancy. An appointment to the Barber Scotia Property Task Force Committee is needed to fill Robbie Carney's position on the Committee.

Recommendation: Motion to make an appointment to the HPC and to the Barber Scotia Property Task Force Committee.

- 5. Consider awarding a bid for construction of concrete foundations at the new Delivery 6 / Substation P site on Heglar Rd.** Electric Systems staff received formal bids on July 27, 2020 for construction of concrete foundations that will be used to construct Delivery 6 / Substation P. Foundations include transformer, control houses, circuit breaker and steel structure pads. Three (3) bids were received and evaluated by staff. The lowest qualified bidder was GridTech Power in the amount of \$349,662. Staff has reviewed the GridTech Power bid and is confident they can perform the work as bid.

Recommendation: Motion to award a bid to GridTech Power for construction of concrete foundations at the new Delivery 6 / Substation P site on Heglar Rd. in the amount of \$349,662.

- 6. Consider adopting a project ordinance for additional funding for the implementation of the AMI metering project.** Funding will allow the continued remediation of water devices already deployed and continue the deployment of water devices into remaining areas. Additional funding of \$500,000 will be allocated from savings in other water projects in the previous year.

Recommendation: Motion to adopt a project ordinance for additional funding for the implementation of the AMI metering project.

- 7. Consider authorizing the City Manager to negotiate and execute a contract with Cleary Construction, Inc. for the installation of the Poplar Tent Rd 24-inch Water Line Extension.** The Poplar Tent Rd 24-inch Water Line Extension project consists of the installation of approximately 4,463 linear feet of 24-in water transmission main along Poplar Tent Rd. between International Dr. and Rock Hill Church Rd. This new water line will further facilitate the pressure zone changes associated with the construction of the Hwy 29 water tank. The project was bid under the formal bidding process. Bids were taken on July 28, 2020 and 7 bids were received. The lowest responsible bidder was Cleary Construction, Inc. in the amount of \$2,762,964.05, which is within budget.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Cleary Construction, Inc. in the amount of \$2,762,964.05 for the installation of the Poplar Tent Rd 24-inch Water Line Extension.

- 8. Consider a Preliminary Application from Carolina Development Services.** In accordance with City Code Chapter 62, Carolina Development Services has submitted a preliminary application to receive water and sewer service outside the City limits. The properties are located along Hwy 601 and total area is approximately 436 acres. Some of the properties are within Midland Town limits and all are outside Concord's planning area. The parcels are currently zoned OI, LI, and CR. The applicant proposes to develop with a mixed use development. There are no concerns over capacity and the applicant would be required to install any and all necessary infrastructure necessary to serve the proposed development.

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

VII. Consent Agenda

- A. Consider adopting a resolution to convey a public utility easement to Duke Energy Carolina, LLC.** Duke Energy is serving the new permanent Fire Station 10. An easement is required for the service line to the building.

Recommendation: Motion to adopt a resolution to convey a public utility easement to Duke Energy Carolina, LLC.

- B. Consider authorizing the City Manager to accept \$25,000 from the NC Governor's Highway Safety Program to fund overtime expenses for DWI enforcement and to adopt a budget ordinance to appropriate the grant funds.** The police department received official notification of a \$25,000 grant award from the NC Governor's Highway Safety Program. The funds will be used for overtime DWI enforcement expenses. The approval to apply was granted by City Council at their November 14, 2019 meeting. The official award documents have been received and will be presented to the City Manager upon approval of acceptance of the grant funds.
- Recommendation:** Motion to authorize the City Manager to accept \$25,000 from the NC Governor's Highway Safety Program to fund overtime expenses for DWI enforcement and to adopt an ordinance to amend the FY 20-21 budget to appropriate the funds.
- 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: Naman Speedway, LLC (PIN 4599-31-0667) 7200 Scott Padgett Pkwy. Access easement and SCM maintenance agreement is being offered by the owners.
- Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Naman Speedway, LLC.
- D. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Courtyards at Poplar Tent Phase 2, Tuckers Walk Phase 1, Cypress Village Phase 1 Map 2, Campbell Farms Map 2, and The Haven at Rocky River Map 2. Various utility easements and public rights-of-ways are offered by the owners.
- Recommendation:** Motion to accept the offer of dedication on the following plat and easements: Courtyards at Poplar Tent Phase 2, Tuckers Walk Phase 1, Cypress Village Phase 1 Map 2, Campbell Farms Map 2, and The Haven at Rocky River Map 2.
- E. Consider adopting an ordinance to amend the General Fund to include the funding for the annual street resurfacing contract for the prior year.** The details of the final resurfacing contract were not completed in time to enter a purchase order in June. The funding in the prior year budget was not spent and it closed into fund balance at year end. Staff is recommending that these funds be appropriated in the current year budget so the contact can be finalized and the work can be performed. The total amount of this amendment is \$5,898,823 with \$2,205,000 of this amount being taken from Powell Bill reserves.
- Recommendation:** Motion to adopt an ordinance to amend the General fund to include the funding for the annual street resurfacing contract for the prior year.
- F. Consider amending Article 8.18, Social Media Policy, of the City of Concord Personnel Policy and Procedures.** Staff has amended the Social Media Policy to add Section VII, VII, Public Comment Guidelines - Including the Blockage of and Removal of Comments That Do Not Comply with the Social Media Policy.
- Recommendation:** Motion to amend Article 8.18, Social Media Policy, of the City of Concord Personnel Policy and Procedures.
- G. Consider approving a change to the classification/compensation system to include the following classification: Fire Administration Manager.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.
- Recommendation:** Motion to approve the addition of the Fire Administration Manager (Grade 109) with a salary range of \$52,324.55 (minimum) - \$69,330.02 (midpoint) - \$86,335.52 (maximum).
- H. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the second quarter of 2020.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between April 1, 2020 and June 30, 2020.
- Recommendation:** Motion to receive the second quarter water and wastewater extension report for 2020.
- I. Consider acceptance of the Tax Office reports for the month of June 2020.** The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.
- Recommendation:** Motion to accept the Tax Office collection reports for the month of June 2020.

- J. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of June 2020.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of June 2020.

- K. Receive monthly report on status of investments as of June 30, 2020.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments.

VIII. Matters not on the agenda

- TAC
- MTC
- Centralina Council of Government (CCOG)
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Property Task Force Committee

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

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

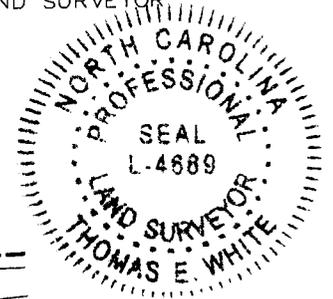
THIS IS TO CERTIFY THAT THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION AND THAT THE EXHIBIT WAS PREPARED FOR THE PURPOSE OF RIGHT OF WAY ABANDONMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.

DATE OF EXHIBIT 7/8/2020

SIGNED [Signature]
PROFESSIONAL LAND SURVEYOR

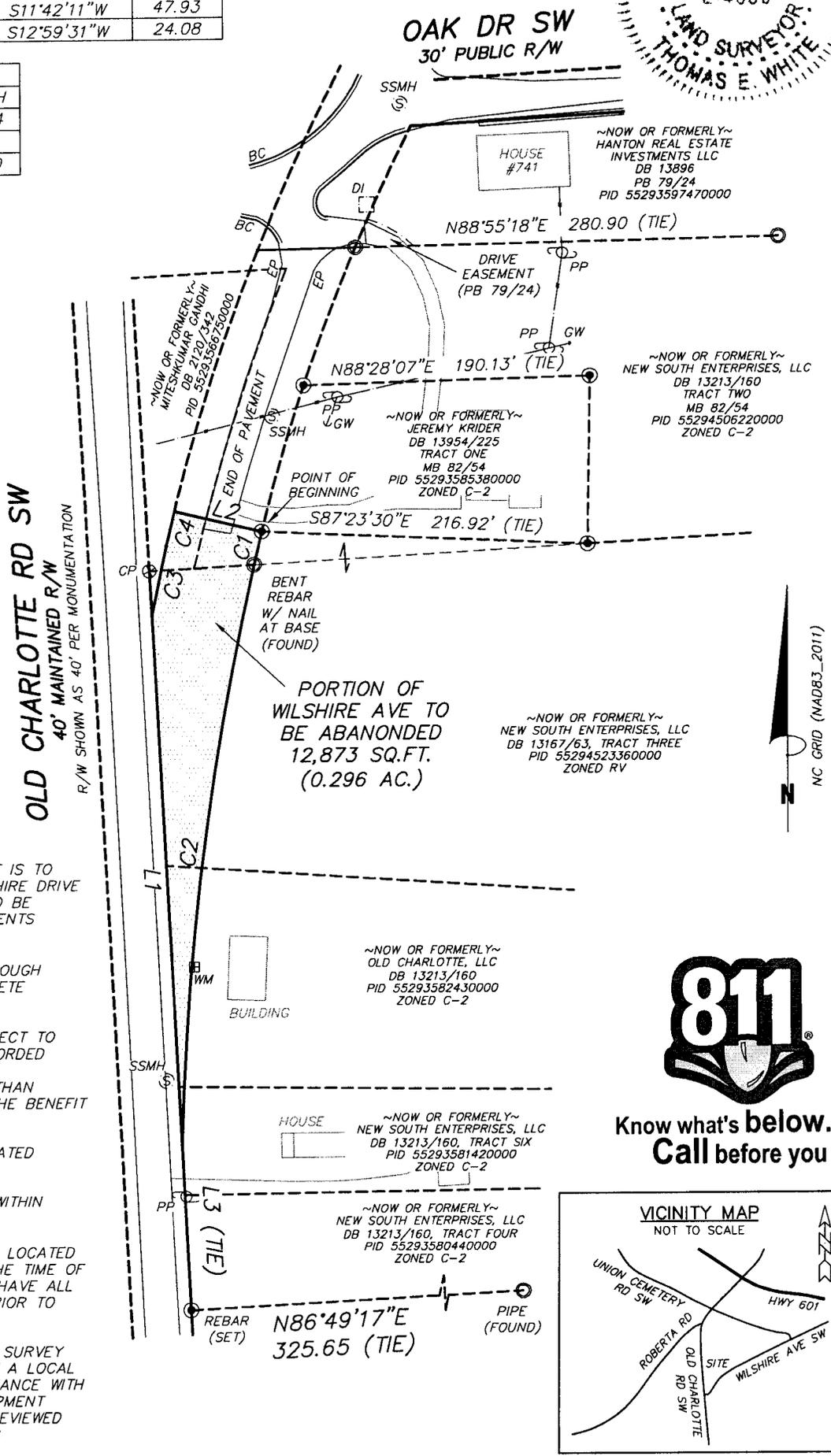
CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1272.15	23.00	S12°59'31"W	23.00
C2	2000.00	397.37	S06°59'48"W	396.72
C3	1782.16	47.93	S11°42'11"W	47.93
C4	1332.15	24.09	S12°59'31"W	24.08

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°10'43"W	360.34
L2	S76°29'24"E	60.00
L3	N03°10'43"W	130.00



- LEGEND:**
- EIP = EXISTING IRON PIN
 - OIP = OLD IRON PIPE
 - SIP = SET IRON PIN
 - ⊗ CP = CALCULATED POINT
 - R/W = RIGHT OF WAY
 - PWR = POWER PAD
 - PP = POWER POLE
 - LP = LIGHT POLE
 - WM = WATER METER
 - DI = DROP INLET
 - SSMH = SANITARY SEWER MANHOLE
 - BC = BACK OF CURB

- NOTES:**
1. THE PURPOSE OF THIS EXHIBIT IS TO DESCRIBE THE PORTION OF WILSHIRE DRIVE PUBLIC RIGHT OF WAY THAT IS TO BE ABANDONED. NOT ALL IMPROVEMENTS AND/OR UTILITIES ARE SHOWN.
 2. BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN. NOT A COMPLETE BOUNDARY SURVEY.
 3. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
 4. AREA COMPUTED BY COORDINATED METHOD.
 5. NO NCGS MONUMENT FOUND WITHIN 2000'.
 6. UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
 7. THIS MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND REDEVELOPMENT REGULATIONS & HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR MAPS



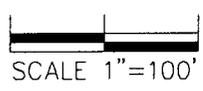
Know what's below.
Call before you dig.

RIGHT OF WAY ABANDONMENT EXHIBIT
A PORTION OF
WILSHIRE AVENUE

CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

NEW SOUTH ENTERPRISES LLC

CAROLINA SURVEYORS, INC
P.O. BOX 267
PINEVILLE, N.C. 28134
(704) 889-7601
FAX: (704) 889-7614
CERTIFICATE OF AUTHORIZATION
NC: C-1242 SC: 886



SURVEYED FOR _____
MAP RECORDED IN BOOK 79 AT PAGE 24 DEED RECORDED BOOK _____ PAGE _____
DRAWN BY NB/TW FIELD WORK _____ FIELD BOOK # _____

2018\BAT\OLD CHARLOTTE RD SW
2019\O\OLD CHARLOTTE RD SW
PROJECT: 18-0338

A RESOLUTION ORDERING THE CLOSING OF A PORTION OF WILSHIRE AVE SW
BETWEEN OLD CHARLOTTE RD AND REALIGNED WILSHIRE AVE SW

WHEREAS, on the 9th day of July, 2020, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of Wilshire Ave SW between Old Charlotte Rd and the realigned Wilshire Ave. SW. in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in conjunction with the August City Council meeting, on August 11, 2020.

WHEREAS, the City Council on the 9th day of July, 2020, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

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

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

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 11th day of August 2020; and

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

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

BEGINNING AT A REBAR FOUND ON THE EASTERN RIGHT OF WAY OF WILSHIRE DRIVE AS SITUATED IN THE CITY OF CONCORD, NUMBER 11 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA AND BEING THE SOUTH WESTERN CORNER OF TRACT 1 AS SHOWN ON MAP BOOK 82, PAGE 54 OF THE CABARRUS COUNTY REGISTRY; THENCE SOUTH ALONG SAID RIGHT OF WAY WITH AN ARC TO THE LEFT HAVING A LENGTH OF 23.00' AND A RADIUS OF 1272.15 AND A CHORD BEARING OF S12°59'31"W WITH A CHORD DISTANCE OF 23.00' (C1) TO A POINT; THENCE CONTINUING WITH AN ARC TO THE LEFT HAVING A LENGTH OF 397.37' AND A RADIUS OF 2000.00' WITH A CHORD BEARING OF S06°59'48"W AND A DISTANCE OF 396.72' (C2) TO A POINT ON THE WESTERN MARGIN OF WILSHIRE DRIVE RIGHT OF WAY; THENCE CONTINUING WITH THE WESTERN MARGIN A BEARING OF N03°10'43"W AND A DISTANCE OF 360.34' (L1) TO A POINT; THENCE WITH AN ARC TO THE RIGHT HAVING A LENGTH OF 47.93' AND A RADIUS OF 1782.16 WITH A CHORD BEARING OF N11°42'11"E CHORD DISTANCE OF 47.93' (C3) TO A POINT; THENCE WITH AN ARC TO THE RIGHT HAVING A LENGTH OF 24.09' AND A RADIUS OF 1332.15 WITH A CHORD BEARING OF N12°59'31"E AND A CHORD DISTANCE OF 24.08' (C4) TO A POINT; THENCE WITH A BEARING OF S76°29'24"E AND A DISTANCE OF 60.00' TO THE POINT OF BEGINNING AND CONTAINING 0.296 ACRE, MORE OR LESS, as shown on map titled, "Right of Way Abandonment Exhibit, A Portion of Wilshire Drive," by Carolina Land Surveyors, Inc. dated July 8, 2020, reference is made for a more complete description.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in

those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the City of Concord for utility purposes) in accordance with the provision of G.S. 160A-299(c).

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

This the 13th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk

Drawn By VaLerie Kolczynski, City Attorney

Return To: City of Concord ROD Box

STATE OF NORTH CAROLINA

P/O PIN 5529-45-2336, -35-8243

-35-8044

COUNTY OF CABARRUS

Permanent Public Utility Easement

The undersigned Grantor, **NEW SOUTH ENTERPRISES, LLC, a North Carolina limited liability corporation** in consideration of payment to the Grantor of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the **CITY OF CONCORD**, a North Carolina municipal corporation ("**Grantee**"), its successors, assigns and licenses, the right, privilege, and easement to enter and re- enter at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including but not limited to above ground or below ground electrical infrastructure, underground pipes, other utility lines, and including but not limited to wastewater infrastructure, underground pipes, utility lines, any and all related fixtures or appurtenances; the right to clear the easement area and keep it clear of brushes, trees, buildings, obstructions, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement area, but also which interfere with the utility easement or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises to be affected being more particularly described as follows:

Lying and being in Township Eleven (11) of the City of Concord, Cabarrus County, North Carolina and being a portion of the property

BEGINNING AT A REBAR FOUND ON THE EASTERN RIGHT OF WAY OF WILSHIRE DRIVE AS SITUATED IN THE CITY OF CONCORD, NUMBER 11 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA AND BEING THE SOUTH WESTERN CORNER OF TRACT 1 AS SHOWN ON MAP BOOK 82, PAGE 54 OF THE CABARRUS COUNTY REGISTRY; THENCE SOUTH ALONG SAID RIGHT OF WAY WITH AN ARC TO THE LEFT HAVING A LENGTH OF 23.00' AND A RADIUS OF 1272.15 AND A CHORD BEARING OF S12°59'31"W WITH A CHORD DISTANCE OF 23.00' (C1) TO A POINT; THENCE CONTINUING WITH AN ARC TO THE LEFT HAVING A LENGTH OF 397.37' AND A RADIUS OF 2000.00' WITH A CHORD BEARING OF S06°59'48"W AND A DISTANCE OF 396.72' (C2) TO A POINT ON THE WESTERN MARGIN OF WILSHIRE DRIVE RIGHT OF WAY; THENCE CONTINUING WITH THE WESTERN MARGIN

A BEARING OF N03°10'43"W AND A DISTANCE OF 360.34' (L1) TO A POINT; THENCE WITH AN ARC TO THE RIGHT HAVING A LENGTH OF 47.93' AND A RADIUS OF 1782.16 WITH A CHORD BEARING OF N11°42'11"E CHORD DISTANCE OF 47.93' (C3) TO A POINT; THENCE WITH AN ARC TO THE RIGHT HAVING A LENGTH OF 24.09' AND A RADIUS OF 1332.15 WITH A CHORD BEARING OF N12°59'31"E AND A CHORD DISTANCE OF 24.08' (C4) TO A POINT; THENCE WITH A BEARING OF S76°29'24"E AND A DISTANCE OF 60.00' TO THE POINT OF BEGINNING AND CONTAINING 0.296 ACRE, MORE OR LESS, as shown on map titled, "Right of Way Abandonment Exhibit, A Portion of Wilshire Drive," by Carolina Land Surveyors, Inc. dated July 8, 2020, reference is made for a more complete description.

The property described herein is subject to all rights-of-way, easements, utilities, and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges the plans for the above referenced project as it affects the remaining property has been fully explained to its authorized representative.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever as to the permanent easement.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantor shall have the right to use the above-described Permanent Easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed by the Grantor on this the _____ day of August 2020.

GRANTOR:

New South Enterprises, LLC,
A North Carolina limited liability corporation

By: _____

Name: _____

Title: Managing Member

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public in and for said State and County of _____, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Managing Member of **New South Enterprises, LLC** a North Carolina limited liability corporation and being authorized to do so, executed the foregoing on behalf of the limited liability corporation.

WITNESS my hand and Notarial Seal this the _____ day of August 2020.

Notary Public

My Commission Expires: _____

[SEAL]

Meeting Date

August 11, 2020

Background

The subject property consists of +/- 1.135 acres on the east side of HWY 601 South, and south of US HWY 49 North. The property is a portion of parcel number 5539-94-4060 (3505 US Hwy 601 South). The majority of the parcel (62.03 acres) was annexed into the City limits on January 14, 1999. The property description in the 1999 annexation excluded the subject property from annexation and the reasoning is unknown to staff and the current property owner. The petitioner submitted a preliminary plat for the development of townhomes over the entire parcel. During the plan review process, the applicant was made aware that the subject 1.135 acres would need to be annexed prior to approval of the preliminary plat as shown. The subject property would account for approximately 9 of the 194 total townhomes. The majority of the parcel is zoned C-2 and at the time of plat submittal, townhomes were permitted by right in that zoning classification. If annexed, the applicant intends to pursue a zoning designation of C-2 to match the zoning on the majority of the parcel. Approximately 2.46 additional acres are split zoned RM-1 (Residential Medium Density), I-1 (Light Industrial), and a portion shown as “not yet zoned”. Therefore, in addition to the 1.135 acres, a rezoning for the +/- 2.46 acres will need to be approved to complete the project as currently designed. The 2030 Land Use Plan designates the entirety of the parcel as a Mixed-Use Activity Center, for which C-2 (General Commercial) is a corresponding zoning classification. The Central Area Plan also designates the entire parcel as Mixed-Use area for which commercial zoning would be appropriate.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE A PORTION OF PROPERTY
LOCATED AT 3505 US HWY 601 S., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Jerry Rigsby, Cambridge Corners LLC, on August 11, 2020 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 via an electronic digital media platform, on August 11 and August 13, 2020 after due notice by The Independent Tribune on July 31, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 13th day of August 2020:

Being located in Number 1 Township of Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point on the City Limits boundary at a common corner of the Cambridge Corner Associates, LLC, Werner Mathis USA Inc, and Patricia Clark properties and extending South, 76 degrees-33 minutes-29 seconds West for a distance of 516.50 feet to a corner with Clark and Cambridge. Thence extending along a line internal to the Cambridge property along the current City Limits North 11 degrees-02 minutes-14 seconds West for a distance of 208.44 feet to a point. From that point the line extends South 81 degrees-08 minutes-21 seconds East 548.80 along the current City Limits to the point of beginning and containing 1.235 acres.

SECTION 2. Upon and after the 13th day of August, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 13th day of August 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney



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	
<p>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:</p>	
<p>Required – An incomplete application will delay the annexation process.</p>	
✓	<p>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.</p>
✓	<p>Map showing above written metes and bounds description of the property to be annexed <u>in relation to the current city limits</u>. Mark as Exhibit B.</p>
✓	<p>A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C. http://gis.cabarruscounty.us/gisdataexplorer/</p>
✓	<p>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/</p>
✓	<p>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.</p>
	<p>Notary Statements for each signature</p>
✓	<p>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.</p>
N/A	<p>Statement of vested rights claimed, if any.</p>
✓	<p>\$300.00 Application Fee</p>
N/A	<p>A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).</p>
✓	<p>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.</p>
<p>Optional, but will assist in the steps following the annexation process</p>	
	<p>Section E (Supplemental Information)</p>
✓	<p>Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan</p>
Done	<p>Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)</p>
✓	<p>List of Current Adjacent Property Owners</p>

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 Cambridge Commons Townhomes

Street Address 3505 U.S. HWY 601

Cabarrus County Property Identification Number(s) list below

P.I.N. 5539-94-4060-0000

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site 1.235 acres – Portion of existing parcel

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

Person to contact if there are questions about the petition Jerry Rigsby

Name Jerry Rigsby, Cambridge Corners, LLC

Address 2301 Mullis Lane, Matthews, NC 28105

Phone 704-576-1888

Fax #

Email rigsbydevelopment@gmail.com

Written metes and bounds description of property to be annexed

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

Section D Annexation Petition

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

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

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

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

Do you declare such vested rights for the property subject to this petition? Yes ___ No 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) Cambridge Corner Associates LLC

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 Jerry Rigsby, Manager Phone 7045761888

Address 2301 Mullis Ln, Matthews, NC 28105

Signature [Signature], Manager Date 6/18/20

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: NC
County of: Mecklenburg

Use this section for individual landowners.

I, Mumukshu S. Brahmhatt - Union [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Cambridge Corner Assoc. LLC [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, Mumukshu Brahmhatt [Notary's Name], a Notary Public for said County and State, do hereby certify that Jerry C. Riggsby [Representative for Landowner], a duly authorized representative for Cambridge Corner Assoc. LLC [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-Arrowney execute the Annexation Request. "NA"

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

Witness my hand and official seal this 12 day of June, 2020.

Mumukshu S. Brahmhatt
Notary Public

My commission expires Sep. 14th 2021

[SEAL of Notary Public]

Notary's Stamp:

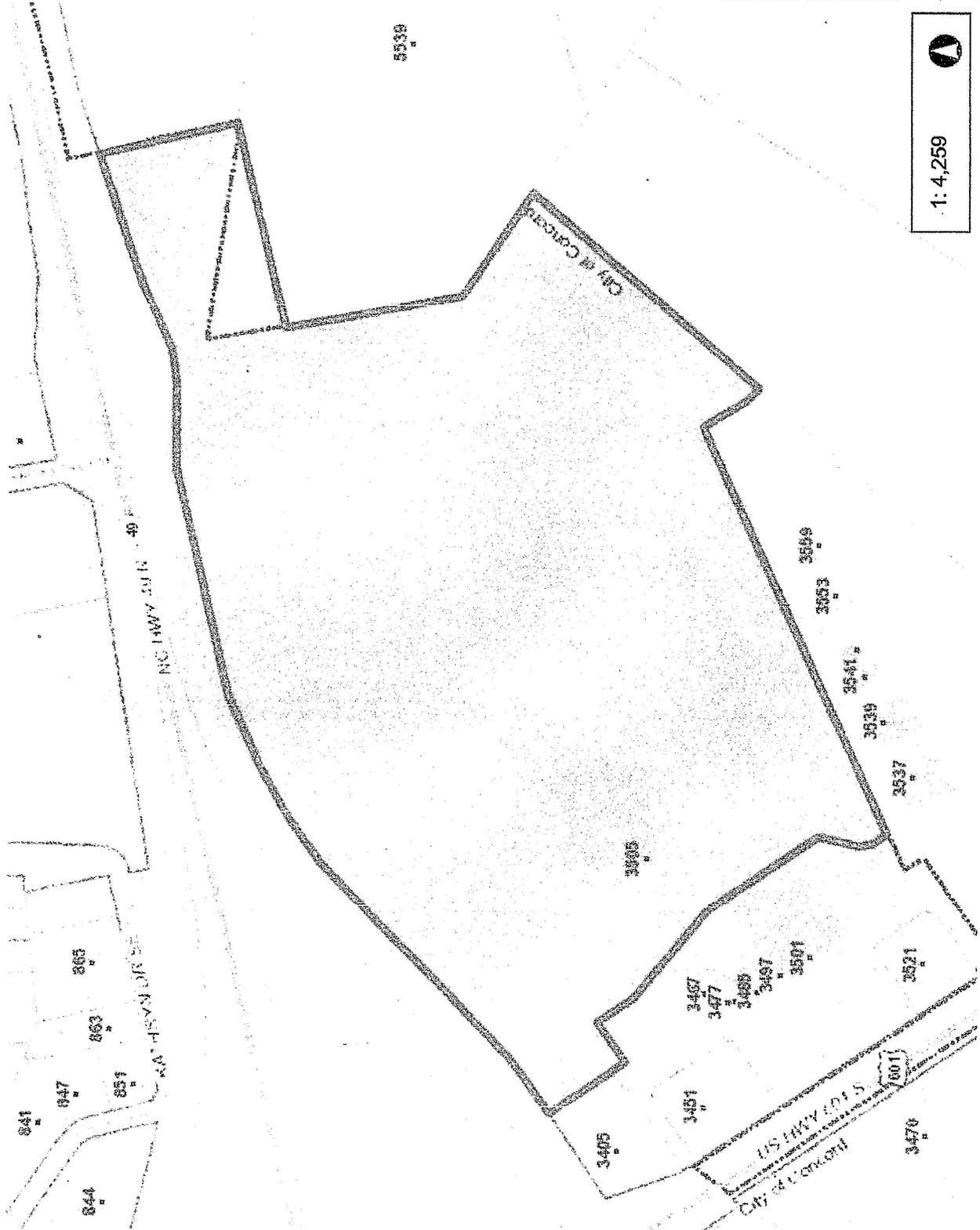


EXHIBIT A

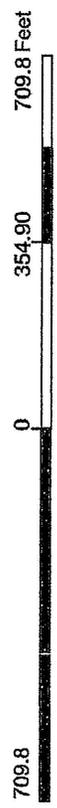
Cambridge Annexation Legal description

Beginning at a point on the City Limits boundary at a common corner of the Cambridge Corner Associates, LLC, Werner Mathis USA Inc, and Patricia Clark properties and extending South, 76 degrees-33 minutes-29 seconds West for a distance of 516.50 feet to a corner with Clark and Cambridge. Thence extending along a line internal to the Cambridge property along the current City Limits North 11 degrees-02 minutes-14 seconds West for a distance of 208.44 feet to a point. From that point the line extends South 81 degrees-08 minutes-21 seconds East 548.80 along the current City Limits to the point of beginning and containing 1.235 acres.

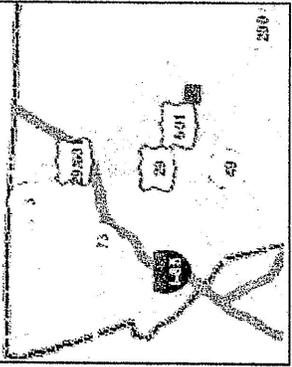
Exhibit C



1: 4,259



This map is a user-generated static output from an web-based mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise fully reliable. The City of Concord shall not be held liable for inaccurate content.



- ### Legend
- Address Point
 - Street Right-of-Way
 - Parcels
 - Speedways & Race Tracks
 - Airports & Airstrips
 - Railroad
 - Highways
 - Interstate
 - NC Highway
 - US Highway
 - Roads
 - Parks
 - Concord City Limits Zoomed In
 - Cabarrus County
 - Structures
 - Hillshade
 - High : 180
 - Low : 0
 - Concord Zoomed In

Notes

Cambridge Commons Townhomes – Annexation request

Adjacent properties:

PIN	Owner	Address
5539-93-3122-0000	4B LEASING LLC,	3535 US HIGHWAY 601 S, CONCORD, NC 28025
5539-92-8751-0000	FAGGART DALLAS FRANKLIN FAGGART KATHY WF	3725 US HIGHWAY 601 S, CONCORD, NC 28025
5549-04-8273-0000	CLARK PATRICIA H HARTSELL HAL C JR	C/O PATRICIA H CLARK 2880 IRISH CREEK RD, MORGANTON, NC 28655
5549-14-1882-0000	WERNER MATHIS-USA INC	PO BOX 1626, CONCORD, NC 28026
5539-83-5341-0000	SOUTH CENTRAL OIL CO INC	2121 WEST MAIN STREET, ALBEMARLE, NC 28001
5539-83-1770-0000	MCDONALD'S USA LLC / A DE LLC	ONE MCDONALD'S PLAZA, OAK BROOK, IL 60523

008427-

BOOK 2187 PAGE 127
FILED

BOOK PAGE
MAR 25 8 29 AM '99

CABARRUS COUNTY NC 03/25/99
\$1858.00
STATE OF NORTH CAROLINA
Real Estate Excise Tax

FILED IN THE
OFFICE OF DEEDS
CABARRUS CO., N.C.

Excise Tax 1,858⁰⁰

Recording Time, Book and Page

Tax Lot No. Portion of 5539-93-2729; 5539-04-1854; portion of 5539-83-1698; and portion of 5549-04-8273 Parcel Identifier No.

Verified by _____ County on the _____ day of _____ 19, _____
by _____

Mail after recording to Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246 Attn: Julie C. Chiu

This instrument was prepared by Robinson, Bradshaw & Hinson, P.A. (JCC)

Brief description for the Index
Approximately 56.18-acre parcel/
Corner of US Highway 601 and NC Highway 49

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made as of the 22nd Day of March, 19 99, by and between

GRANTOR	GRANTEE
SOUTHGATE PROPERTIES, INC. a North Carolina corporation P.O. Box 526 Concord, North Carolina 28025	CAMBRIDGE CORNER ASSOCIATES, LLC, a North Carolina limited liability company 1220 South Kings Drive Charlotte, North Carolina 28207 Attn: Jerry C. Rigby

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Cabarrus County, North Carolina and more particularly described in Exhibit A attached hereto and made a part hereof.

BOOK 2487 PAGE 128

The property hereinabove described was acquired by Grantor by instruments recorded in Book 562 at page 247, Book 1556 at page 43, and in Book 2407 at page 334.

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

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

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

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

1. Concord/Cabarrus ad valorem for 1999 and subsequent years, a lien not due and payable; and
2. All valid and enforceable covenants, conditions and restrictions of record.

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

SOUTHGATE PROPERTIES, INC.

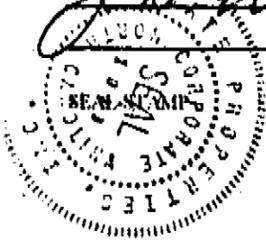
(Corporate Name)

By: Charles H. Sehorn Vice
Vice President

ATTEST: [Signature]
Secretary (Corporate Seal)

USE BLACK INK ONLY

_____ (SEAL)



USE BLACK INK ONLY

SOUTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledge the execution of the foregoing instrument. Witness my hand and official stamp or seal.

this _____ day of _____, 19 _____.

My commission expires: _____ Notary Public



USE BLACK INK ONLY

NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that _____ he is _____ Secretary of

SOUTHGATE PROPERTIES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by _____ as its Secretary.

Witness my hand and official stamp or seal, this 24 day of March, 19 99.

My commission expires: 9/18/99 _____ Notary Public

NORTH CAROLINA - CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Marinella Clark, a notary public, is (are) certified to be correct. This the 25th day of March, 19 99.

CHARLES B. ROSS, REGISTER OF DEEDS

by [Signature] Asst./Deputy

EXHIBIT A

BOOK 2487 PAGE 129

**56.18 Acre Tract
Legal Description**

Being all that tract or parcel of land lying and being in No. 11 Township, Cabarrus County, North Carolina, and being more particularly described as follows:

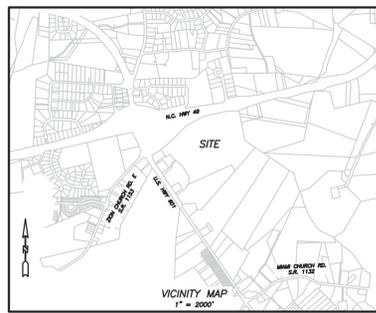
BEGINNING at a found round aluminum DOT Right-of-Way Monument located at the intersection of the eastern margin of the right-of-way of U.S. Highway 601 and the southern margin of the right-of-way of N.C. Highway 49, said right-of-way monument also being located S. 17-01-52 E. 1,659.90 feet from N.C.G.S. Monument "Harris Teeter"; thence, with and along the southern margin of the right-of-way of N.C. Highway 49, the following twelve (12) courses and distances: (1) N. 56-04-42 E. 271.06 feet to a right-of-way monument; (2) N. 53-03-18 E. 148.71 feet to a right-of-way monument; (3) N. 46-52-38 E. 221.47 feet to a right-of-way monument; (4) N. 45-17-31 E. 223.08 feet to a right-of-way monument; (5) N. 46-48-50 E. 204.90 feet to a right-of-way monument; (6) N. 61-08-33 E. 461.88 feet to a right-of-way monument; (7) N. 78-13-26 E. 204.77 feet to a right-of-way monument; (8) N. 76-58-04 E. 363.29 feet to a right-of-way monument; (9) N. 86-25-48 E. 212.89 feet to a right-of-way monument; (10) N. 76-55-27 E. 70.07 feet to a point; (11) N. 11-08-58 W 125.07 feet to a point; and (12) N. 76-37-23 E. 500.02 feet to a found ½" rebar, a corner of the property of Werner Mathis U.S.A., Inc. (now or formerly) as described in Deed Book 692, Page 311 in the Cabarrus County Public Registry (hereinafter the "Registry"); thence, with and along the boundary line of the property of Werner Mathis U.S.A., Inc., S. 13-21-55 E. 414.25 feet to a found ½" rebar in the boundary line of the property of J.F. Faggart (now or formerly) as described in Deed Book 86, Page 293 in the Registry; thence, with and along the boundary line of the property of J.F. Faggart, the following three (3) courses and distances: (1) S. 76-36-35 W. 516.24 feet to a set ½" rebar; (2) S. 11-05-55 E. 455.06 feet to a found iron pipe by stone; and (3) S. 52-19-21 E. 295.07 feet to a set ½" rebar, a corner of the property of Dallas F. Faggart, *et ux* (now or formerly) as described in Deed Book 1376, Page 250 in the Registry; thence, with and along the boundary line of the property of Dallas F. Faggart, *et ux*, S. 41-17-50 W. 694.49 feet to a found iron rod east of branch, a corner of the property of Locust Hardware Co., Inc. (now or formerly) as described in Deed Book 893, Page 245 in the Registry; thence, with and along the boundary line of the property of Locust Hardware Co., Inc., the following three (3) courses and distances: (1) N. 47-02-40 W. 39.99 feet to a point in branch; (2) N. 31-14-21 W. 125.20 feet to a found iron rod west of branch; and (3) S. 66-02-36 W. 1,078.09 feet to a found iron rod; thence N. 34-21-44 W. 39.00 feet to a found iron rod; thence N. 10-57-33 W. 38.53 feet to a found iron rod; thence N. 12-26-39 E. 99.57 feet to a found iron rod; thence N. 34-21-44 W. 327.30 feet to a found iron rod; thence N. 52-17-30 W. 223.04 feet

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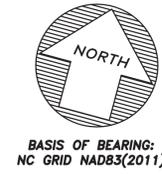
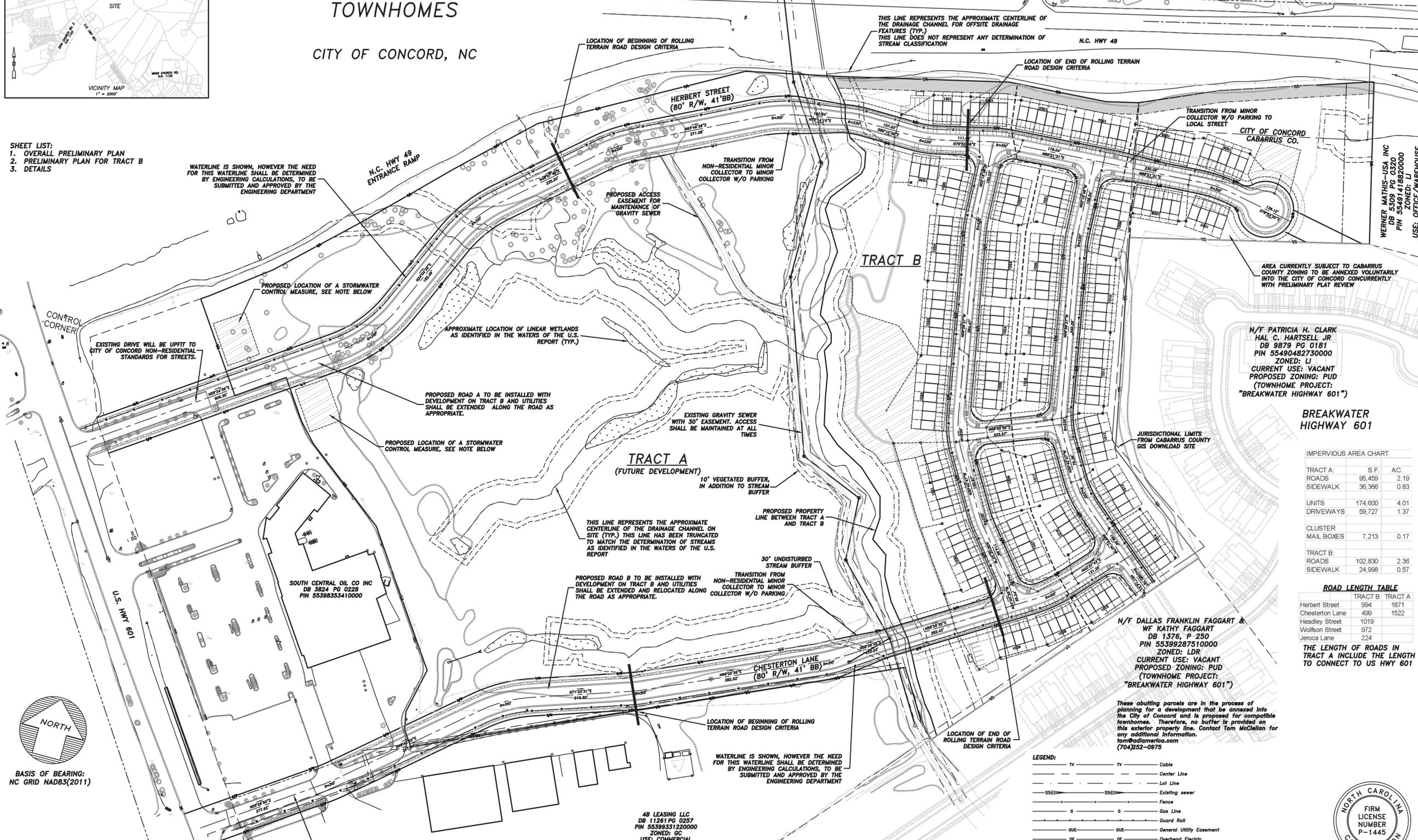
to a found iron rod; thence N. 42-44-54 W. 53.75 feet to a found iron rod; thence N. 34-21-44 W. 100.32 feet to a found iron rod; thence S. 55-38-16 W. 117.05 feet to a found iron rod; thence N. 34-21-44 W. 45.65 feet to a found iron rod; thence S. 46-18-49 W. 78.16 feet to a found iron rod; thence S. 50-43-37 W. 34.93 feet to a found iron rod; thence S. 55-38-16 W. 185.42 feet to a found iron rod located in the eastern margin of the right-of-way of U.S. Highway 601; thence, with and along the eastern margin of the right-of-way of U.S. Highway 601, the following two (2) courses and distances: (1) N. 34-21-45 W. 17.51 feet to a right-of-way monument; and (2) N. 19-47-26 W. 180.58 feet to a right-of-way monument, the point and place of BEGINNING, containing 56.18 acres, more or less, as shown on a "Boundary Survey for Southgate Properties, Inc. and Jerry Rigsby & Associates", dated March 22, 1999, prepared by Jimmy R. Ellison, N.C.R.L.S.

PRELIMINARY PLAT
FOR
CAMBRIDGE COMMONS
TOWNHOMES

CITY OF CONCORD, NC



- SHEET LIST:
1. OVERALL PRELIMINARY PLAN
2. PRELIMINARY PLAN FOR TRACT B
3. DETAILS



WATERLINE IS SHOWN, HOWEVER THE NEED FOR THIS WATERLINE SHALL BE DETERMINED BY ENGINEERING CALCULATIONS, TO BE SUBMITTED AND APPROVED BY THE ENGINEERING DEPARTMENT

EXISTING DRIVE WILL BE UPFIT TO CITY OF CONCORD NON-RESIDENTIAL STANDARDS FOR STREETS.

PROPOSED LOCATION OF A STORMWATER CONTROL MEASURE, SEE NOTE BELOW

PROPOSED ROAD A TO BE INSTALLED WITH DEVELOPMENT ON TRACT B AND UTILITIES SHALL BE EXTENDED ALONG THE ROAD AS APPROPRIATE.

PROPOSED LOCATION OF A STORMWATER CONTROL MEASURE, SEE NOTE BELOW

TRACT A
(FUTURE DEVELOPMENT)

10' VEGETATED BUFFER, IN ADDITION TO STREAM BUFFER

THIS LINE REPRESENTS THE APPROXIMATE CENTERLINE OF THE DRAINAGE CHANNEL ON SITE (TYP.) THIS LINE HAS BEEN TRUNCATED TO MATCH THE DETERMINATION OF STREAMS AS IDENTIFIED IN THE WATERS OF THE U.S. REPORT

PROPOSED PROPERTY LINE BETWEEN TRACT A AND TRACT B

30' UNDISTURBED STREAM BUFFER

PROPOSED ROAD B TO BE INSTALLED WITH DEVELOPMENT ON TRACT B AND UTILITIES SHALL BE EXTENDED AND RELOCATED ALONG THE ROAD AS APPROPRIATE.

TRANSITION FROM NON-RESIDENTIAL MINOR COLLECTOR TO MINOR COLLECTOR W/O PARKING

WATERLINE IS SHOWN, HOWEVER THE NEED FOR THIS WATERLINE SHALL BE DETERMINED BY ENGINEERING CALCULATIONS, TO BE SUBMITTED AND APPROVED BY THE ENGINEERING DEPARTMENT

THIS LINE REPRESENTS THE APPROXIMATE CENTERLINE OF THE DRAINAGE CHANNEL FOR OFFSITE DRAINAGE FEATURES (TYP.) THIS LINE DOES NOT REPRESENT ANY DETERMINATION OF STREAM CLASSIFICATION

LOCATION OF END OF ROLLING TERRAIN ROAD DESIGN CRITERIA

TRANSITION FROM MINOR COLLECTOR W/O PARKING TO LOCAL STREET

AREA CURRENTLY SUBJECT TO CABARRUS COUNTY ZONING TO BE ANNEXED VOLUNTARILY INTO THE CITY OF CONCORD CONCURRENTLY WITH PRELIMINARY PLAT REVIEW

N/F PATRICIA H. CLARK
HAL C. HARTSELL JR
DB 9879 PG 0181
PIN 55490482730000
ZONED: LI
CURRENT USE: VACANT
PROPOSED ZONING: PUD
(TOWNHOME PROJECT: "BREAKWATER HIGHWAY 601")

BREAKWATER HIGHWAY 601

IMPERVIOUS AREA CHART

TRACT A:	S.F.	AC.
ROADS	95,459	2.19
SIDEWALK	36,366	0.83
UNITS	174,600	4.01
DRIVEWAYS	59,727	1.37
CLUSTER MAIL BOXES	7,213	0.17
TRACT B:		
ROADS	102,830	2.36
SIDEWALK	24,998	0.57

ROAD LENGTH TABLE

	TRACT B	TRACT A
Herbert Street	994	1871
Chesterton Lane	499	1522
Headley Street	1019	
Wolfson Street	972	
Jeroca Lane	224	

THE LENGTH OF ROADS IN TRACT A INCLUDE THE LENGTH TO CONNECT TO US HWY 601

N/F DALLAS FRANKLIN FAGGART & WF KATHY FAGGART
DB 1376, P 250
PIN 55399287510000
ZONED: LDR
CURRENT USE: VACANT
PROPOSED ZONING: PUD
(TOWNHOME PROJECT: "BREAKWATER HIGHWAY 601")

These abutting parcels are in the process of planning for a development that be annexed into the City of Concord and is proposed for compatible townhomes. Therefore, no buffer is provided on this exterior property line. Contact Tom McClinton for any additional information.
tom@dlamerica.com
(704)252-0975

- LEGEND:
- TV Cable
 - Center Line
 - Lot Line
 - SS Existing sewer
 - Fence
 - G Gas Line
 - Guard Rail
 - GUE General Utility Easement
 - OE Overhead Electric
 - Property Line
 - Proposed Storm Drain Pipe
 - Proposed Sewer
 - Proposed Limit of Construction
 - ROW Line
 - Storm Easement
 - Centerline Stream/Drainage Feature
 - Treeline
 - TS Tree Save
 - UE Underground Electric
 - W Watermain
 - WF Wellheads



- THIS PROJECT INTENDS TO CREATE TWO PARCELS, TRACT A AND TRACT B AND WILL DEVELOP TRACT B AS CAMBRIDGE TOWNHOMES. TRACT A WILL NOT BE DEVELOPED AS PART OF THIS PLAN WITH THE EXCEPTION OF CONSTRUCTING ROAD A AND ROAD B TO PROVIDE ACCESS TO TRACT B. UNLESS OTHERWISE NOTED, ALL PROPOSED DEVELOPMENT AND SUBSEQUENT REQUIREMENTS SHALL PERTAIN TO TRACT B, CAMBRIDGE COMMONS TOWNHOMES.
- ALL ROAD IMPROVEMENTS WILL BE PROVIDED AND PHASED PER THE SUBMITTED TRAFFIC IMPACT ANALYSIS.
- THE TOTAL PROPOSED IMPERVIOUS AREA OF TRACT A IS 125,928 S.F. OF ROAD AND SIDEWALK.

STORM WATER CONTROL MEASURE (SCM) NOTE:
THE PROPOSED LOCATION OF SCM(S) INDICATE THAT THIS PROJECT INTENDS TO "OFFSET" RUNOFF TREATMENT OF THE PROPOSED ROADS THROUGH TRACT A AND PARTIALLY ON TRACT B BY INSTALLING THE SCM(S) IN THE LOCATIONS AS SHOWN TO PROVIDE RUNOFF TREATMENT AND CONTROL OF EXISTING RUNOFF THAT IS CURRENTLY NOT TREATED AT THE EQUIVALENT AMOUNTS. (EX. THERE IS 125,928 S.F. OF PAVEMENT AND SIDEWALK PROPOSED IN TRACT A AND OF IT MAY NOT GET TREATMENT, DUE TO SITE OR FEASIBILITY LIMITATIONS, THEN 125,928 S.F. AND SUBTRACTING THE AMOUNT OF PAVEMENT THAT IS DIRECTED TO THE SCM(S), OF EXISTING PAVEMENT/BUILDING FROM THE DEVELOPED COMMERCIAL PROPERTY WILL BE TREATED INSTEAD.)

4B LEASING LLC
DB 11261 PG 0257
PIN 55399331220000
ZONED: GC
USE: COMMERCIAL

SOUTH CENTRAL OIL CO INC
DB 3824 PG 0228
PIN 5539633410000

EXISTING DRIVE WILL BE UPFIT TO CITY OF CONCORD NON-RESIDENTIAL STANDARDS FOR STREETS.

3/2/20

RD AVIS
ENGINEERING, PLLC
P.O. Box 470085
Charlotte, NC 28247-0085
(704) 651-5752

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CAMBRIDGE CORNERS, LLC
PRELIMINARY PLAT

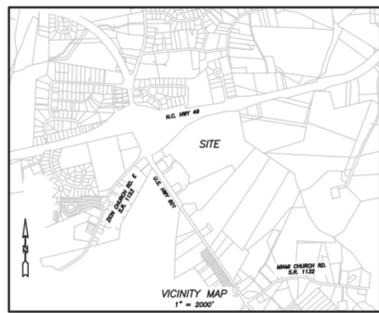
Project: **CAMBRIDGE COMMONS TOWNHOMES**
MULTI-FAMILY TOWNHOME UNITS
CITY OF CONCORD, CABARRUS CO., NC
Sheet Title: **PRELIMINARY PLAT**

RDD Project Engineer
RDD
Drawn By: 8/26/2019
Date Drawn: 8/26/2019
Sht. Set / Subset
132-017-SITE-PLAN
Dwg. Name
Layout:
Horiz. Scale: 1" = 100'
0 100' 200'
Vert. Scale: 1" = N/A
Revisions:
No. Date
No. Date
No. Date
No. 1 Date 3/2/20
Issue Date 10/22/19

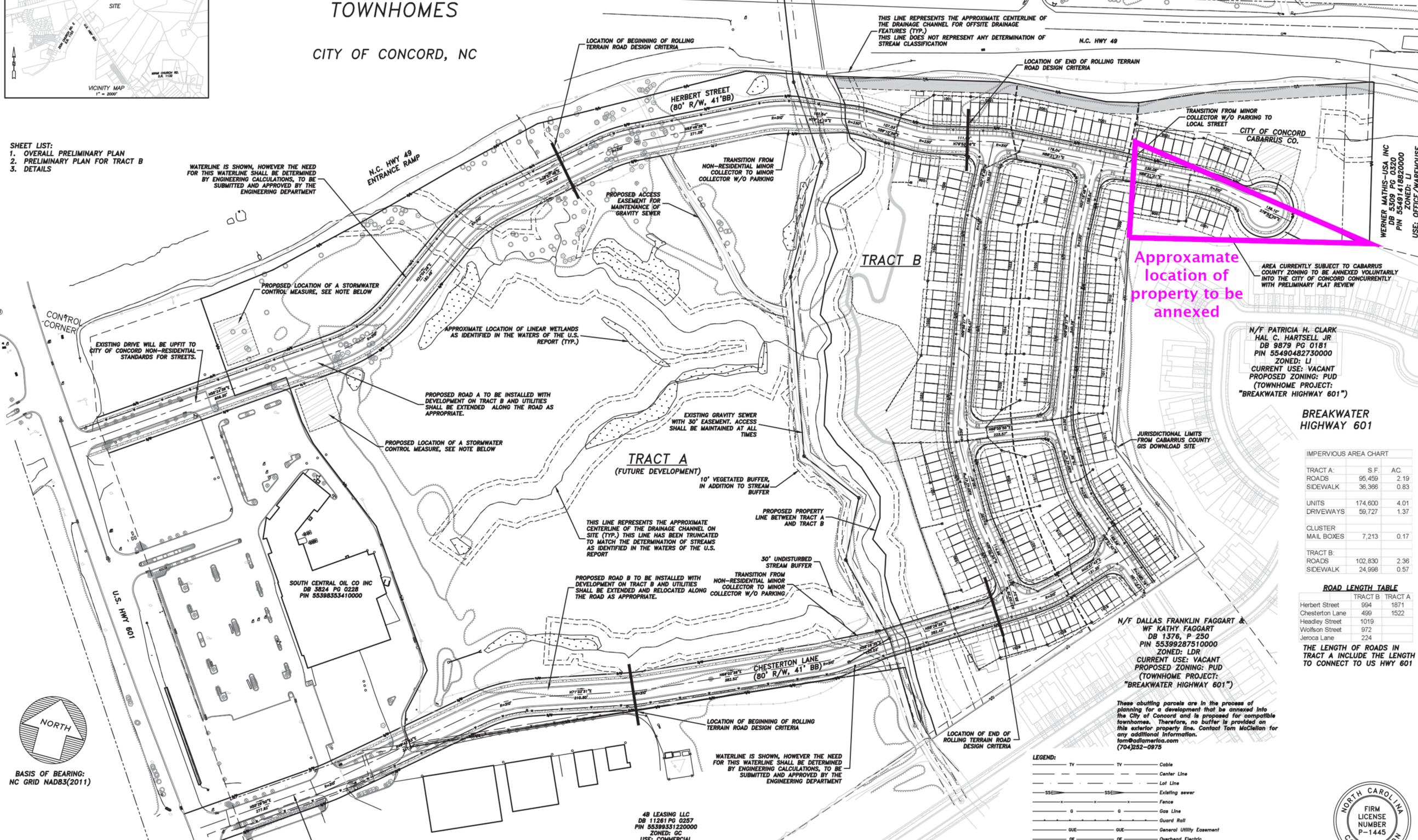
Project Number: 132-017
Sheet Of: 1 3

PRELIMINARY PLAT
FOR
CAMBRIDGE COMMONS
TOWNHOMES

CITY OF CONCORD, NC



- SHEET LIST:
1. OVERALL PRELIMINARY PLAN
2. PRELIMINARY PLAN FOR TRACT B
3. DETAILS



IMPERVIOUS AREA CHART

TRACT A:	S.F.	AC.
ROADS	95,459	2.19
SIDEWALK	36,366	0.83
UNITS	174,600	4.01
DRIVEWAYS	59,727	1.37
CLUSTER MAIL BOXES	7,213	0.17
TRACT B:		
ROADS	102,830	2.36
SIDEWALK	24,968	0.57

ROAD LENGTH TABLE

	TRACT B	TRACT A
Herbert Street	994	1871
Chesterton Lane	499	1522
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Wolfson Street	972	
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THE LENGTH OF ROADS IN TRACT A INCLUDE THE LENGTH TO CONNECT TO US HWY 601

- LEGEND:
- TV Cable
 - Center Line
 - Lot Line
 - Existing sewer
 - Fence
 - Gas Line
 - Guard Rail
 - General Utility Easement
 - Overhead Electric
 - Property Line
 - Proposed Storm Drain Pipe
 - Proposed Sewer
 - Proposed Limit of Construction
 - ROW Line
 - Storm Easement
 - Centerline Stream/Drainage Feature
 - Treeline
 - Tree Save
 - Underground Electric
 - Watermain
 - Wellhead



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RDDAVIS
ENGINEERING
PLLC

P.O. Box 470085
Charlotte, NC 28247-0085
(704) 651-5752

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CAMBRIDGE CORNERS, LLC

Project: **CAMBRIDGE COMMONS TOWNHOMES**
MULTI-FAMILY TOWNHOME UNITS
CITY OF CONCORD, CABARRUS CO., NC

Sheet Title: **PRELIMINARY PLAT**

RDD
Project Engineer

RDD
Drawn By
8/26/2019
Date Drawn

Sht. Set / Subset
132-017-SITE-PLAN
Dwg. Name

Layout:
Horiz. Scale: 1" = 100'
0 100' 200'
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Revisions
No. Date
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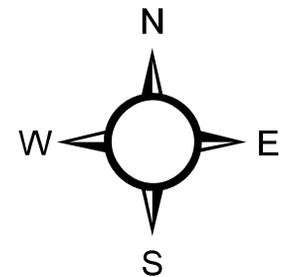
Project Number
132-017

Sheet Of
1 3

Subject Property Map

ANX-10-20

Cambridge Commons



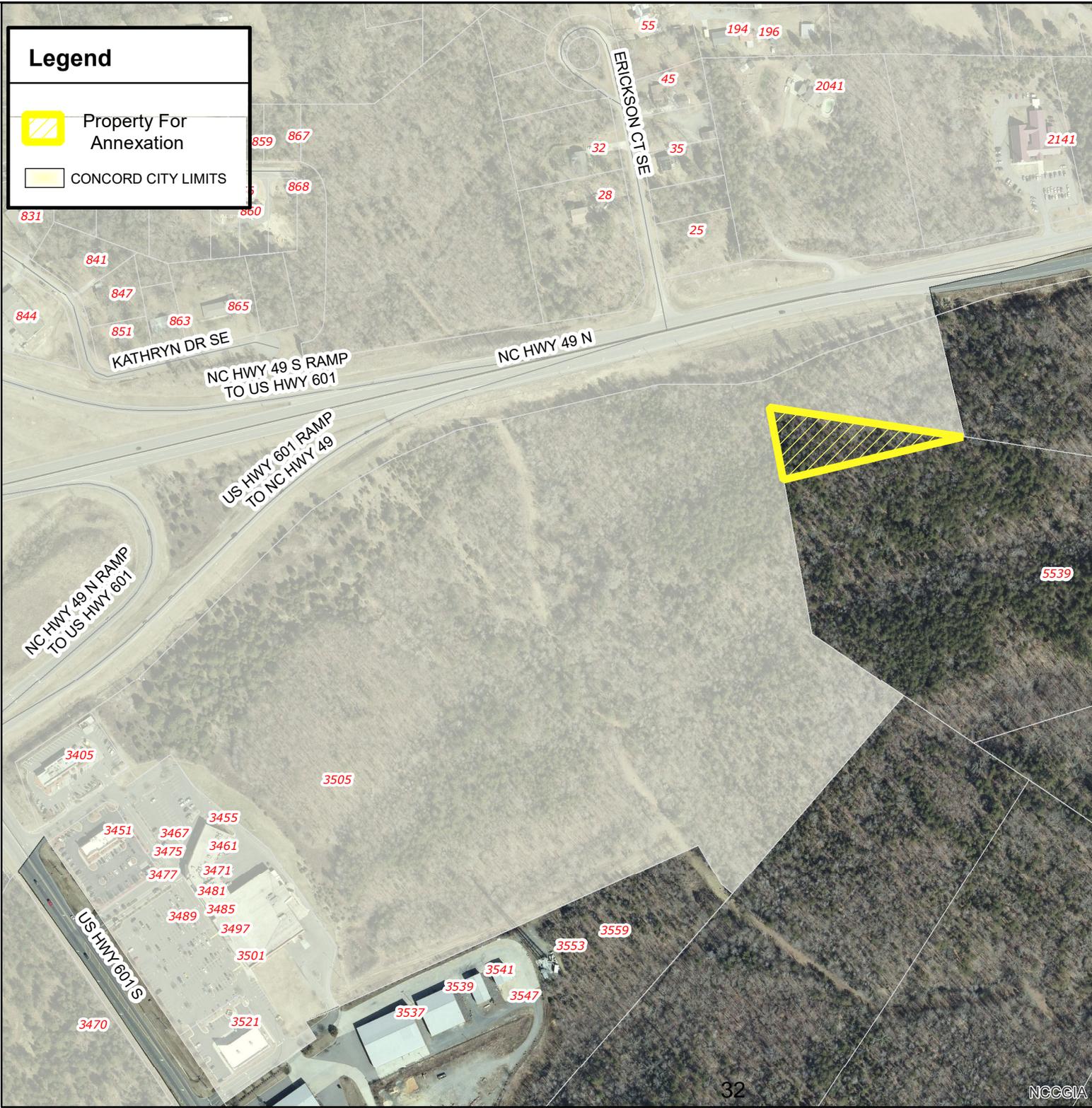
Source: City of Concord
Planning Department

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.

Legend

-  Property For Annexation
-  CONCORD CITY LIMITS



This CABARRUS COUNTY PARKING DECK INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between CABARRUS COUNTY ("County") and the CITY OF CONCORD ("City").

RECITALS

1. The County is the owner of two parcels of real property in a block in Concord, North Carolina, bordered by certain buildings along Union Street South and by Barbrick, Spring and Corban Streets now with an address of 81 Spring Street, SW, Concord, North Carolina.
2. Previously, the larger of these two parcels (the "Site") was used by the County as a surface parking lot for courthouse employees, and the County acquired the smaller parcel in order to own the entire Spring and Corban Streets portion of the block.
3. The County has contracted to construct and operate a multilevel parking deck (the "Project") on the Site, which will contain 615 parking spaces, including ADA spaces.
4. The parking capacity of the Project will provide sufficient parking for courthouse employees and courthouse users and institutions such as the City, and the general public.
5. The City recognizes the need for additional downtown parking for its purposes and for use by the general public and has authorized a contribution of \$3,000,000.00 to the cost of construction of the Project.
6. In return for the City's contribution, the County is willing to designate a certain number of parking spaces in the completed Project for use by the City, with the number of City spaces determined by the following formula: dividing the total estimated cost of the Project (\$12,734,096, excluding the contingency) by the total number of non ADA parking spaces (601), which yields a cost per space of \$21,188, then dividing the City contribution of \$3,000,000.00 by the cost per space, resulting in an allocation of 142 spaces to the City.
7. This Agreement is authorized by the provisions of N.C. Gen. Stat. §160A-460.

In consideration of the foregoing Recitals and the following Terms, the County and City agree as provided below.

TERMS

1. The City agrees to contribute a total of \$3,000,000.00 to the cost of the Project. Such amount shall be paid as determined by the City, but shall be paid in full no later than August 31, 2018.

2. Based on the formula contained in Paragraph 6 of the Recitals, the County shall allocate spaces in the Project to the City to utilize.

3. The County shall identify allocate a designated area in the Project for 50 reserved individual parking spaces for the City's exclusive use, and the remaining 92 142 parking spaces for the City to utilize that shall be located in the general use area of the parking deck. The City's 142 parking spaces may be floating or individually specified in the parking deck upon mutual agreement between the City and the County.

4. The City shall have the right to charge through leases with third parties or in conjunction with the County for its 142 50 reserved individual general use parking spaces and keep revenue derived from such parking spaces. Revenue derived from all other parking spaces in the Project shall belong to the County.

5. The County will own, operate and maintain the parking deck and will promulgate rules and regulations for its use. The City agrees to abide by such rules and regulations and to require its employees and agents to also abide by such rules and regulations. The County reserves the right to prohibit any City employee or agent from use of any parking spaces assigned to the City if such employee or agent violates the County's rules and regulations, it being understood that such rules and regulations shall be applied evenly and fairly to all users of the parking deck.

6. This Agreement only describes an allocation and license of parking spaces in the Project to the City in return for its contribution. The City acquires no ownership rights in the Project or in the City parking spaces. The usage by the City or its employees or agents of the City parking spaces shall be under the same laws and ordinances applicable to any use of the parking deck.

7. This document contains the entire agreement of the parties relating to the allocation of parking spaces to the City in exchange for its contribution to the cost of the Project. Any modification or amendment to this Agreement shall be reduced to writing and executed by the parties in order to be effective.

8. This Agreement shall be construed pursuant to North Carolina law.

IN WITNESS, the parties have executed this Agreement by authority duly given as indicated below.

CABARRUS COUNTY

CITY OF CONCORD

BY: _____

BY: _____

Stephen M. Morris
Chair
Board of Commissioners

William Dusch
Mayor

Date: _____

Date: _____

ATTEST: _____

Lauren Linker
Clerk to the Board

(SEAL)

ATTEST: _____

Kim Deason
City Clerk

(SEAL)

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

By: _____
Cabarrus County, Finance Director

Date: _____

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

By: _____
City of Concord, Finance Director

Date: _____

<u>Agency</u>	<u>Funded Amount</u>	<u>Usage</u>
Big Brothers, Big Sister	\$8,857.51	Meals for Logan residents
Boys & Girls Club	\$16,505.91	Virtual assistance for students
Cabarrus Health Alliance	\$54,000.00	Staff cost for testing
Cabarrus Meals on Wheels	\$40,293.00	Meal prep & delivery
Cooperative Christian Ministry	\$18,500.00	Food pantry, rental & utility assistance
Hope Haven	\$13,400.00	Meals & health services
Opportunity House	\$19,200.00	Take away meals & Nurse assessment
Prosperity Unlimited	\$18,500.00	Mortgage assistance & education
Salvation Army	<u>\$21,391.00</u>	Emergency shelter & food pantry

Agency Total **\$210,647.42**

PPE

Total Mask Request	\$16,766.00	(See Agency PPE sheet)
Total Hand Sanitizer Request	<u>\$23,107.50</u>	(See Agency PPE sheet)

PPE Total **\$39,873.50**

Total Requests **\$250,520.92**

HUD Allocation	\$400,339.00
Less: Total Requests	<u>-\$250,520.92</u>
Amount unallocated as of June 12, 2020	\$149,818.08

Coronavirus Relief Funds (CRF)

Round 1	\$447,763.92
Round 2	\$804,348.50
Total	\$1,252,112.42

Previous reimbursement	\$106,133.09
Available funding	\$1,145,979.33

Proposed spending plan

CCM (utilities/rent)	\$310,000.00
Community Free Clinic	\$10,530.00
Salvation Army	\$38,000.00
Opportunity House	\$31,000.00
Meals on Wheels	\$75,000.00
Dream Center	\$14,000.00
Big Brothers Big Sisters	\$17,300.00
Academic Learning Center	\$15,750.00
El Puente Hispano	\$34,675.00
Boys and Girls Club	\$145,697.44
Cleanup (post 1st reimburse)	\$27,470.80
Expenses (since 1st reimburse)	\$58,648.09
City (future expenses)	\$367,908.00
Total	\$1,145,979.33

Any COVID-related payroll will not be reimbursed at this time



Good Afternoon JC,

With full confidence, I recommend Shanell Varner to represent the EDC on the Barber Scotia Task Force due to recent staffing changes. I've had the pleasure of working alongside Shanell, and I can honestly say that she is a valued team member and would be a great asset toward this initiative.

If you have any questions, please don't hesitate to contact me.

Respectfully,
Robby

Robert J. Carney
Executive Director
Cabarrus Economic Development Corporation





Southeastern Consulting Engineers, Inc.

July 27, 2020

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

Ref.: Delivery #6 and Substation P
Installation of Concrete Foundations

Dear Bob:

The City received sealed proposals at 2:00 p.m. on July 27, 2020 from three contractors for the installation of concrete substation foundations. The three bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by the GridTech Power in the amount of \$349,662.00. Since we were unfamiliar with GridTech Power, we requested additional information including references and prior projects. GridTech Power is a new company formed by owners that have many years of experience in installing concrete foundations for transmission lines and substations.

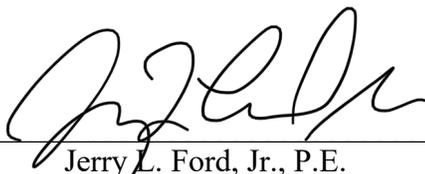
GridTech submitted several relevant projects completed while working for their previous employer. We believe that GridTech has a thorough understanding of the complexities of the City's project and provided an attractive proposal in the amount of \$349,662.00.

We recommend that the City accept GridTech's proposal and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By _____



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

600 MINUET LANE

P.O. BOX 240436

CHARLOTTE, NC 28224

PHONE: (704)523-6045

FAX: (704)523-8317

BID TABULATION

Delivery #6 and Substation P
Concrete Foundations

City of Concord, NC

Date: July 27,2020
Time: 2:00 PM, EST

Bidder	Carolina Power & Signalization	Volt Power, LLC	PowerGrid Services, LLC
Concrete Foundations Total	\$362,200.00	\$640,801.25	\$349,662.00
Option A: Allowance for Owner Furnished Concrete	\$(33,600)	\$(41,281.73)	\$(29,000.00)
Total Less Owner Furnished Concrete	\$328,600.00	\$599,520.12	\$320,662.00
Additional Prices:			
Concrete /cu. Yd	\$675.00	\$2,060.50	\$1,000.00
Rebar #3	\$0.50	\$0.64	\$0.35
Rebar #4	\$0.65	\$0.85	\$0.61
Rebar #5	\$0.90	\$1.06	\$0.96
Rock Excavation and disposal	\$875.00	\$107.80	\$800.00
Additional Excavation and Disposal	\$225.00	\$52.80	\$62.50
Removal and Replacement of unsuitable soils with fill	\$225.00	\$63.80	\$70.00
Removal of unsuitable soils and fill with ABC	\$255.00	\$85.80	\$82.00
Bid Bond	Yes	Yes	Yes

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

DATE: July 27, 2020

FORMAL BID: Yes

BID DATE: July 27, 2020

DEPARTMENT: Electric Systems, Concrete Foundations for Delivery #6 and Substation P

BIDDERS	AMOUNT	DELIVERY
Power Grid Services	\$349,662	
Carolina Power and Signalization	\$362,200	
Volt Power LLC	\$640,801.25	

RECOMMENDATION: Power Grid Services

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: *Bob Pate* DATE: 7-27-20

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: *Leifrich Blocker* DATE: 7/27/20

COMMENTS: _____

PURCHASING OFFICIAL: *Ryan G...* DATE: 7/27/20

COMMENTS: _____

Deputy FINANCE DIRECTOR: *Jessica...* DATE: 7/28/20

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: *[Signature]* DATE: 7/28/2020

COMMENTS: _____



FINANCE ROUTING SHEET

Date: 7/30/20

Department: Electric Systems

Award Information

Awarded To: PowerGrid Services LLC

Project Number: N/A

Bid Amount: \$349,662.00

Bid Number: 2453

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

Budgetary Impact

State/Federal Funds Required: N/A

City Funds Required: \$349,662.00

Other Financial Resources: N/A

In-Kind Services Required: N/A

Budget Code: 6949-5801145

Comments

CAPITAL PROJECT ORDINANCE

Water 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 and amended are Water Projects-Smart Grid.

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
8700-5801134				
8700-5801134	Smart Grid	\$7,115,000	\$0	\$500,000
8700-5811082				
8700-5811082	Future Water Projects	\$3,562	\$540,711	\$537,149
429-4402150				
429-4402150	From Water Fund	33,436,832	34,473,981	\$1,037,149

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 13th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Bid Tabulation Sheet Summary
 Poplar Tent Rd. 24 inch Water Line - City of Concord Project No. 2018-026 Bid No. 2450
 Bids Received July 28, 2020 at 2:00 PM in the BOC Ready Room

Item No.	Sect. No.	Description	Estimated Quantity	Unit	1		2		3		4		5		6		7	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	800	Mobilization (Max 5% of Base Bid Price)	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 148,000.00	\$ 148,000.00	\$ 143,000.00	\$ 143,000.00	\$ 187,000.00	\$ 187,000.00	\$ 85,000.00	\$ 85,000.00	\$ 123,000.00	\$ 123,000.00	\$ 129,566.94	\$ 129,566.94
2	801	Construction Surveying	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 13,600.00	\$ 13,600.00	\$ 9,200.00	\$ 9,200.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00
3	SP-12	Comprehensive Grading	1	LS	\$ 213,000.00	\$ 213,000.00	\$ 570,000.00	\$ 570,000.00	\$ 133,000.00	\$ 133,000.00	\$ 556,000.00	\$ 556,000.00	\$ 170,000.00	\$ 170,000.00	\$ 150,000.00	\$ 150,000.00	\$ 682,586.06	\$ 682,586.06
4	SP-02	24" Ductile Iron, PC350 Pressure Class Pipe & Fittings, Restrained & Push-On	4,463	LF	\$ 449.00	\$ 2,003,887.00	\$ 230.00	\$ 1,026,490.00	\$ 287.00	\$ 1,280,881.00	\$ 380.59	\$ 1,698,573.17	\$ 200.00	\$ 892,600.00	\$ 231.00	\$ 1,030,953.00	\$ 181.57	\$ 810,346.91
5	SP-03	12" Ductile Iron, PC350 Pressure Class Pipe & Fittings, Restrained & Push-On	270	LF	\$ 430.00	\$ 116,100.00	\$ 160.00	\$ 43,200.00	\$ 213.00	\$ 57,510.00	\$ 214.00	\$ 57,780.00	\$ 140.00	\$ 37,800.00	\$ 197.00	\$ 53,190.00	\$ 140.52	\$ 37,940.40
6	SP-04	24-Inch Gate Valve	4	EA	\$ 19,000.00	\$ 76,000.00	\$ 21,000.00	\$ 84,000.00	\$ 19,000.00	\$ 76,000.00	\$ 22,000.00	\$ 88,000.00	\$ 25,000.00	\$ 100,000.00	\$ 21,000.00	\$ 84,000.00	\$ 21,138.51	\$ 84,554.04
7	SP-04	12-Inch Gate Valve	1	EA	\$ 22,000.00	\$ 22,000.00	\$ 18,100.00	\$ 18,100.00	\$ 35,000.00	\$ 35,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00	\$ 21,497.44	\$ 21,497.44
8	1515	Fire Hydrant Assembly	3	EA	\$ 9,500.00	\$ 28,500.00	\$ 7,500.00	\$ 22,500.00	\$ 10,000.00	\$ 30,000.00	\$ 8,500.00	\$ 25,500.00	\$ 6,500.00	\$ 19,500.00	\$ 7,000.00	\$ 21,000.00	\$ 6,451.35	\$ 19,354.05
9	SP-04	24 Inch Insertion Valve	1	EA	\$ 60,000.00	\$ 60,000.00	\$ 56,000.00	\$ 56,000.00	\$ 84,000.00	\$ 84,000.00	\$ 46,742.00	\$ 46,742.00	\$ 48,000.00	\$ 48,000.00	\$ 55,000.00	\$ 55,000.00	\$ 52,720.42	\$ 52,720.42
10	265	Select Backfill	200	CY	\$ 35.00	\$ 7,000.00	\$ 32.00	\$ 6,400.00	\$ 61.00	\$ 12,200.00	\$ 39.00	\$ 7,800.00	\$ 30.00	\$ 6,000.00	\$ 52.00	\$ 10,400.00	\$ 30.86	\$ 6,172.00
11	SP-11	Rock Removal	1,000	CY	\$ 385.00	\$ 385,000.00	\$ 125.00	\$ 125,000.00	\$ 250.00	\$ 250,000.00	\$ 500.00	\$ 500,000.00	\$ 300.00	\$ 300,000.00	\$ 155.00	\$ 155,000.00	\$ 60.19	\$ 60,190.00
12	SP-16	Full Depth Asphalt Roadway Replacement	500	TN	\$ 195.00	\$ 97,500.00	\$ 140.00	\$ 70,000.00	\$ 263.00	\$ 131,500.00	\$ 243.00	\$ 121,500.00	\$ 55.00	\$ 27,500.00	\$ 207.00	\$ 103,500.00	\$ 226.60	\$ 113,300.00
13	SP-16	Concrete Driveway Replacement	65	SY	\$ 110.00	\$ 7,150.00	\$ 100.00	\$ 6,500.00	\$ 89.00	\$ 5,785.00	\$ 118.00	\$ 7,670.00	\$ 60.00	\$ 3,900.00	\$ 119.00	\$ 7,735.00	\$ 57.13	\$ 3,713.45
14	SP-16	Asphalt Driveway Replacement	510	SY	\$ 75.00	\$ 38,250.00	\$ 50.00	\$ 25,500.00	\$ 180.00	\$ 91,800.00	\$ 75.00	\$ 38,250.00	\$ 68.00	\$ 34,680.00	\$ 38.00	\$ 19,380.00	\$ 46.97	\$ 23,954.70
15	SP-05	Temporary Traffic Control Measures	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 42,560.00	\$ 42,560.00	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 74,927.48	\$ 74,927.48
16	SP-15	Erosion Control Measures	4,733	LF	\$ 7.00	\$ 33,131.00	\$ 3.00	\$ 14,199.00	\$ 8.00	\$ 37,864.00	\$ 4.25	\$ 20,115.25	\$ 6.00	\$ 28,398.00	\$ 3.50	\$ 16,565.50	\$ 7.72	\$ 36,538.76
17	1660	Seeding and Mulching	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 31,260.00	\$ 31,260.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 22,167.51	\$ 22,167.51
18	310	12 Inch RC Culvert, Class IV	56	LF	\$ 50.00	\$ 2,800.00	\$ 88.00	\$ 4,928.00	\$ 208.00	\$ 11,648.00	\$ 86.00	\$ 4,816.00	\$ 75.00	\$ 4,200.00	\$ 72.00	\$ 4,032.00	\$ 155.48	\$ 8,706.88
19	310	15 Inch RC Culvert, Class IV	52	LF	\$ 46.00	\$ 2,392.00	\$ 88.00	\$ 4,576.00	\$ 230.00	\$ 11,960.00	\$ 87.00	\$ 4,524.00	\$ 70.00	\$ 3,640.00	\$ 62.00	\$ 3,224.00	\$ 183.96	\$ 9,565.92
20	310	24 Inch RC Culvert, Class IV	12	LF	\$ 85.00	\$ 1,020.00	\$ 100.00	\$ 1,200.00	\$ 900.00	\$ 10,800.00	\$ 348.00	\$ 4,176.00	\$ 185.00	\$ 2,220.00	\$ 88.00	\$ 1,056.00	\$ 254.49	\$ 3,053.88
21	SP-10	Flushing, Testing, Disinfection	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 12,700.00	\$ 12,700.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,500.00	\$ 5,500.00	\$ 42,420.72	\$ 42,420.72
22	SP-10	Tie-In to Existing 24 Inch Water Lines	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 20,000.00	\$ 40,000.00	\$ 19,000.00	\$ 38,000.00	\$ 22,500.00	\$ 45,000.00	\$ 18,000.00	\$ 36,000.00	\$ 7,500.00	\$ 15,000.00	\$ 11,152.51	\$ 22,305.02
23	SP-10	Tie-In to Existing 12 Inch Water Lines	2	EA	\$ 13,000.00	\$ 26,000.00	\$ 25,000.00	\$ 50,000.00	\$ 17,500.00	\$ 35,000.00	\$ 6,863.00	\$ 13,726.00	\$ 12,000.00	\$ 24,000.00	\$ 11,000.00	\$ 22,000.00	\$ 9,668.06	\$ 19,336.12
24	SP-17	Petroleum Laden Soils Removal	950	CY	\$ 100.00	\$ 95,000.00	\$ 65.00	\$ 61,750.00	\$ 161.00	\$ 152,950.00	\$ 84.00	\$ 79,800.00	\$ 100.00	\$ 95,000.00	\$ 50.00	\$ 47,500.00	\$ 97.37	\$ 92,501.50
25	SP-14	Structure Assessment Report	58	EA	\$ 1,700.00	\$ 98,600.00	\$ 1,100.00	\$ 63,800.00	\$ 506.00	\$ 29,348.00	\$ 433.00	\$ 25,114.00	\$ 1,000.00	\$ 58,000.00	\$ 900.00	\$ 52,200.00	\$ 936.90	\$ 54,340.20
26	SP-14	Foundation Protection at Addresses	58	EA	\$ 8,500.00	\$ 493,000.00	\$ 1,000.00	\$ 58,000.00	\$ 250.00	\$ 14,500.00	\$ 2,300.00	\$ 133,400.00	\$ 13,500.00	\$ 783,000.00	\$ 6,100.00	\$ 353,800.00	\$ 110.00	\$ 6,380.00
27	SP-14	Foundation Protection (Active Shoring)	7,000	SF	\$ 33.00	\$ 231,000.00	\$ 52.00	\$ 364,000.00	\$ 12.00	\$ 84,000.00	\$ 25.00	\$ 175,000.00	\$ 7.00	\$ 49,000.00	\$ 6.25	\$ 43,750.00	\$ 16.73	\$ 117,110.00
28	1515	24 Inch Line Stop	1	EA	\$ 35,000.00	\$ 35,000.00	\$ 29,000.00	\$ 29,000.00	\$ 35,000.00	\$ 35,000.00	\$ 39,000.00	\$ 39,000.00	\$ 22,000.00	\$ 22,000.00	\$ 29,000.00	\$ 29,000.00	\$ 25,181.19	\$ 25,181.19
Base Bid Price					\$4,396,330.00	\$2,972,003.00	\$2,866,946.00	\$3,999,746.42	\$2,990,438.00	\$2,511,785.50	\$2,591,431.59							
Contingency Allowance (10 % of Base Bid Price)					\$439,633.00	\$297,200.30	\$286,694.60	\$399,974.64	\$299,043.80	\$251,178.55	\$259,143.16							
Total Bid Price(Base Bid +Contingency Allowance)					\$4,835,963.00	\$3,269,203.30	\$3,153,640.60	\$4,399,721.06	\$3,289,481.80	\$2,762,964.05	\$2,850,574.75							
Bid Security (5%)					Yes													
Irregularities (see highlighted areas on form)					None.													

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

Emrique A. Blat

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: 601 & Parks Lafferty Subdivision
2. Name and address of owner(s)/developer(s): Carolina Development Services, C/O Michael Sandy, 2627 Brekonridge Centre Drive, Monroe, NC 28110
3. Owner(s)/developer(s) telephone: 704-774-1964 Fax: _____
4. Name and address of surveyor/engineer: McAdams Company, C/O Marc Van Dine PLS, PE
3430 Toringdon Way, Suite 110, Charlotte, NC 28277
5. Surveyor/engineer's telephone: 704-527-0800 Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____

7. Name and address of person to whom comments should be sent: Michael Sandy and
Marc Van Dine (see info above)
8. Telephone number of person to whom comments should be sent: See info above
Fax: _____
9. Location of property: _____
10. Cabarrus County P.I.N.#: 55476233150000, 55477019290000
11. Current zoning classification: LI, AG
12. Total acres: 140.5 Total lots proposed: 350
13. Brief Description of development: Singe Family Subdivision
14. Proposed Construction Schedule Begin Spring 2021 and complete 2023
15. Type of Service requested Water & Sewer

6-26-20
Date


Signature of Owner/Agent

Michael M. Sandy
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: _____

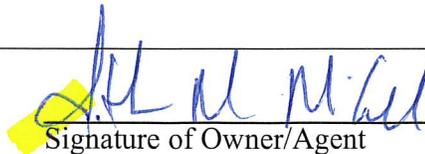
City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: Midland 601 Mixed-Use Site
2. Name and address of owner(s)/developer(s): Carolina Development Services, C/O Johnathan McCall, 2627 Brekonridge Centre Drive, Monroe, NC 28110
3. Owner(s)/developer(s) telephone: 704-774-1964 Fax: _____
4. Name and address of surveyor/engineer: McAdams Company, C/O Marc Van Dine PLS, PE
3430 Toringdon Way, Suite 110, Charlotte, NC 28277
5. Surveyor/engineer's telephone: 704-527-0800 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: Johnathan McCall and
Marc Van Dine (see info above)
8. Telephone number of person to whom comments should be sent: See info above
Fax: _____
9. Location of property: _____
10. Cabarrus County P.I.N.#: 55466838580000, 55467870510000
11. Current zoning classification: OI
12. Total acres: 295.2 Total lots proposed: 580
13. Brief Description of development: Mixed Use Development. 580 single family lots,
720 multi-family units, 250,000 sf commercial.
14. Proposed Construction Schedule Begin spring 2021 and complete 2023
15. Type of Service requested Water & Sewer

6-26-20

Date

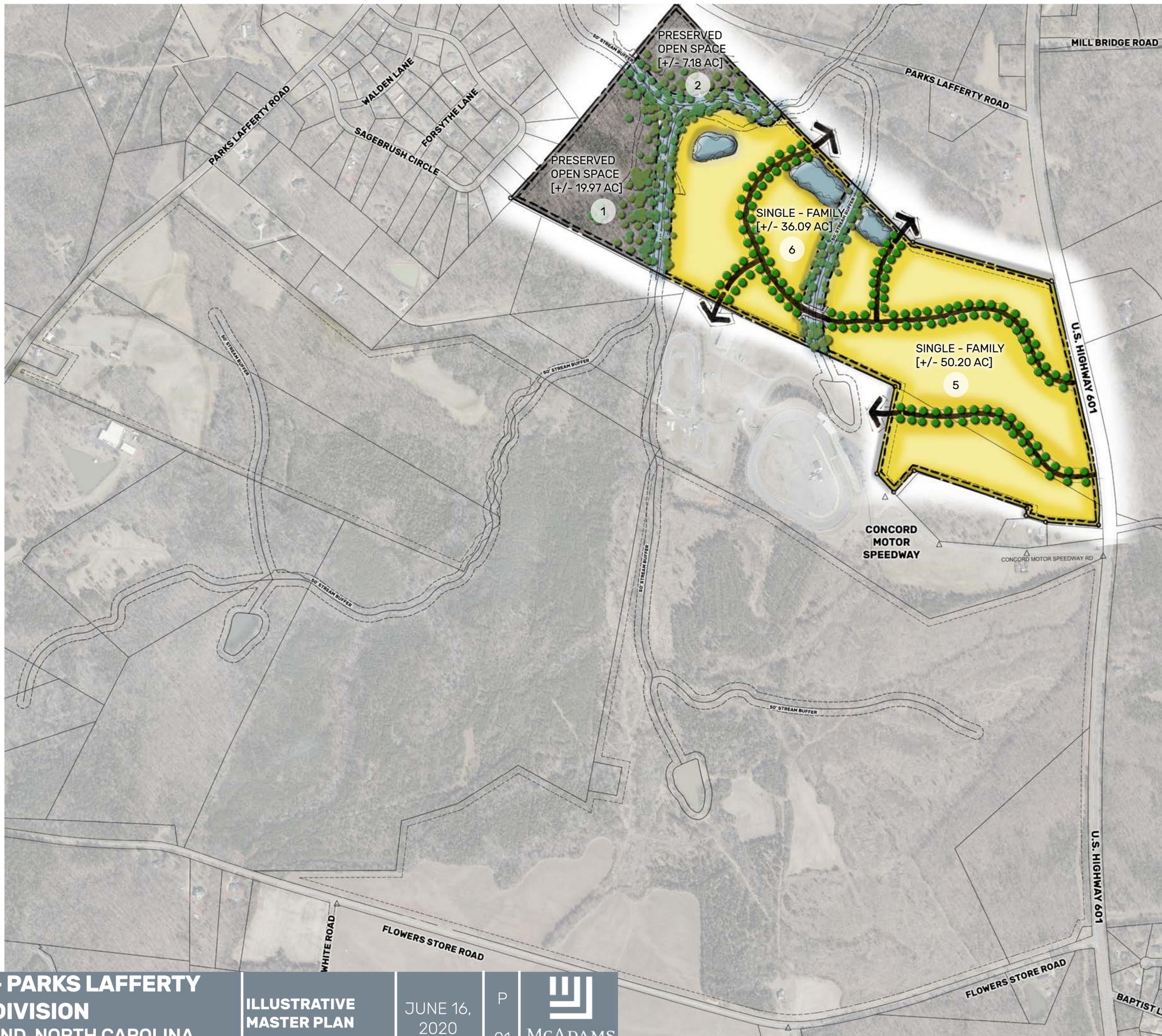

Signature of Owner/Agent

Johnathan M. McCall, COO
Name (printed) Carolina Development Services, LLC

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:

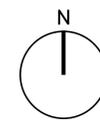
Received by: _____ Date: _____

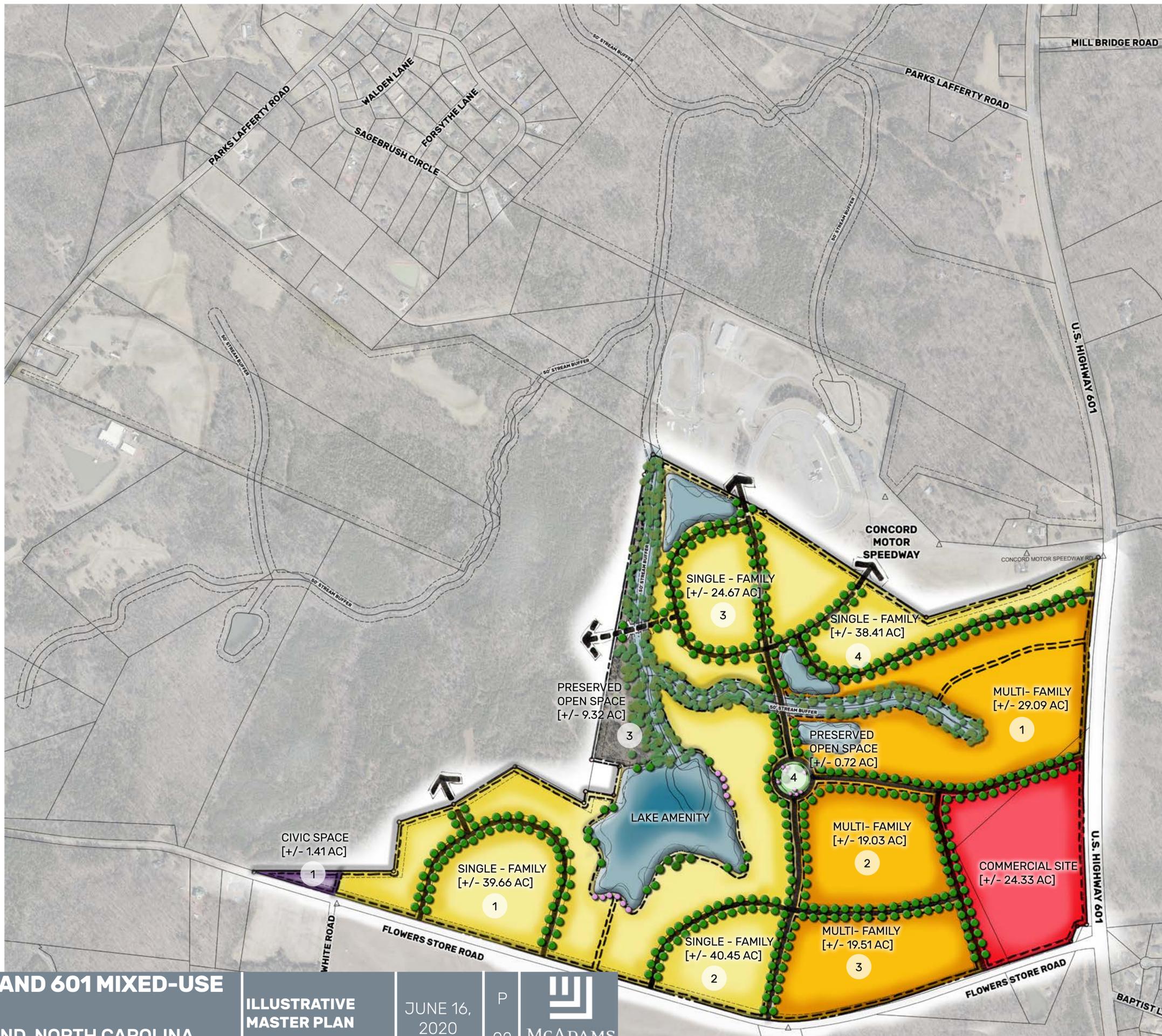


SITE DATA TABLE	
TOTAL SITE AREA	+/- 113.44 AC
TOTAL DWELLING UNITS	345
 SINGLE-FAMILY +/- 4 DU/ACRES	345 LOTS
 OPEN SPACE	+/- 27.15 AC
TOTAL PROPOSED DEVELOPMENT AREA *	+/- 86.29
DENSITY	3.04 UNITS/AC
STREAM CROSSINGS	+/- 0.11 AC

345 x 360 = 124,200 gpd

* NOTE: TOTAL PROPOSED DEVELOPMENT AREAS EXCLUDES PONDS, STREAM BUFFERS, THE LAKE AMENITY, AND ROAD RIGHTS-OF-WAY.





SITE DATA TABLE	
TOTAL SITE AREA	+/- 246.60 AC
TOTAL DWELLING UNITS	1,248
SINGLE-FAMILY +/- 4 DU/ACRES	572 LOTS
CIVIC SPACE	+/- 1.41 AC
MULTI-FAMILY +/- 10 DU/ACRES	676 UNITS
COMMERCIAL	+/-250,000 GSF
OPEN SPACE	+/- 10.04 AC
TOTAL PROPOSED DEVELOPMENT AREA *	+/- 236.56
DENSITY	5.06 UNITS/AC
STREAM CROSSINGS	+/- 0.36 AC

* NOTE: TOTAL PROPOSED DEVELOPMENT AREAS EXCLUDES PONDS, STREAM BUFFERS, THE LAKE AMENITY, AND ROAD RIGHTS-OF-WAY.

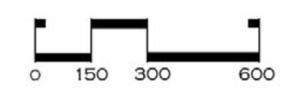
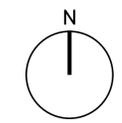
572 x 360 gpd = 205,920 gpd
 676 x 240 gpd = 162,240 gpd
 Civic? Fire Station - lot not big enough
 Commercial - (50 gal/100 sf) = 125,000 gpd
 Maybe - 493,160 gpd

MIDLAND 601 MIXED-USE SITE
 MIDLAND, NORTH CAROLINA

ILLUSTRATIVE MASTER PLAN

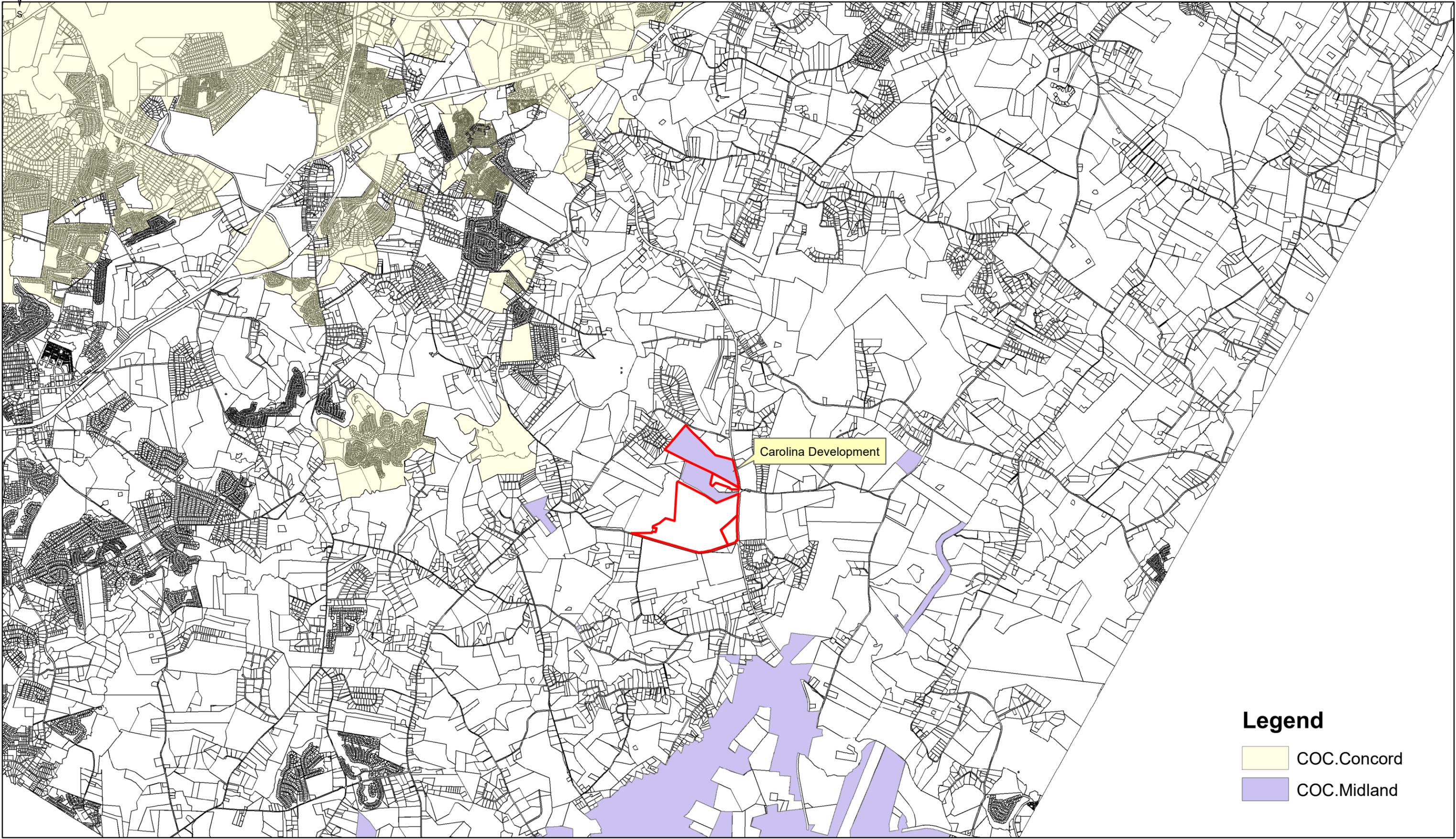
JUNE 16, 2020

P 02





Preliminary Application



Carolina Development

Legend

-  COC.Concord
-  COC.Midland

RESOLUTION GRANTING AN EASEMENT

WHEREAS, the City of Concord is owner of fee simple title to a parcel of land having a parcel identification number of 4681-01-7153; and

WHEREAS, THE City of Concord is constructing a permanent Fire Station on said parcel that will be served by Duke Energy; and

WHEREAS, Duke Energy Carolinas, LLC requires an easement along the overhead and underground facilities that serve the site;

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

1. That an easement as shown on Exhibit "A" is hereby ordered granted.
2. The easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to Duke Energy Carolinas, LLC.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 13th day of August 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor

Exhibit "A"

EASEMENT

NORTH CAROLINA
CABARRUS COUNTY

Prepared By: Duke Energy
Return to: Duke Energy Carolinas
Attn: Chris Branch
2818 S. Main Street
Concord, NC 28027

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from CITY OF CONCORD, a North Carolina municipal corporation ("GRANTOR," whether one or
more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and
assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of
which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right,
privilege, and easement to go in and upon the land of GRANTOR situated in Township No. 3, described as follows:
containing 2.600 acres, more or less, and being the land shown on a plat, dated June 10, 2010, entitled "Exception Plat
City of Concord – Fire Station NO. 10", and recorded in Plat Book 59, Page 50, Cabarrus County Registry (the
"Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain,
inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but
not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits,
enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an
easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the
underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC
enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical
energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities
shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the
Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as
determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or
street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the
future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees
or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to
install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges
reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the
Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

CITY OF CONCORD
a North Carolina municipal corporation

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

ATTEST:

_____, City Clerk
Print Name

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he/she is City Clerk of the City of Concord, a North Carolina municipal corporation, and that by authority duly given and as the act of said City of Concord, the foregoing EASEMENT was signed in its name by its City Manager, sealed with its official seal, and attested by _____ self as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20____.



(Notary Seal)

Notary Public

My commission expires: _____

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603000	Grant Proceeds	\$0	\$25,000	\$25,000
Total				\$25,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4310-5122000	Overtime	\$406,485	\$431,485	\$25,000
Total				\$25,000

Reason: PD overtime grant awarded in the amount of \$25,000 from NC Governor's Highway Safety Program.

Adopted this 13th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

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 _____, 2020, by Naman Speedway I, LLC, a North Carolina limited liability company, whose principal address is 2200-A David McLeod Blvd., Florence, SC 29501 (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”).

W I T N E S S E T H:

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: COS Convention Center Plaza, Lot B on Map Book and Page 56/28, Concord, NC, Cabarrus County Property Identification Number (PIN): 4599-31-0667. It being the land conveyed to Grantor by deed recorded in Book and Page 7678/151 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 "Easement Exhibit of 7200 Scott Padgett Pkwy" and labeled "SCM Access and Maintenance Easement same as Stormwater Best Management Practice (BMP) Structure and Access Easement Shown on Map Book 55 Page 95 Common Space PB 56 PG 28"**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit "A" from John Q. Hammon Drive NW Public R/W Varies**, 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 as **Exhibit "B"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and

Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the 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 NC DENR 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 _____, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

Naman Speedway I, LLC, a North Carolina limited liability company

By: Suresh Kumar
Name: SURESHKUMAR PATEL, Manager

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF North Carolina
COUNTY OF Mecklenburg

I, M. Ashley Drennan, a Notary Public of the aforesaid County and State, do hereby certify that Sureshkumar C. Patel personally appeared before me this day and acknowledged that he is the Manager of Naman Speedway I, LLC, a North Carolina limited liability company and that he/she as Manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 15 day of July, 2020

M. ASHLEY DRENNAN
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires June 24, 2022

M. Ashley Drennan
Notary Public
My commission expires: June 24, 2022

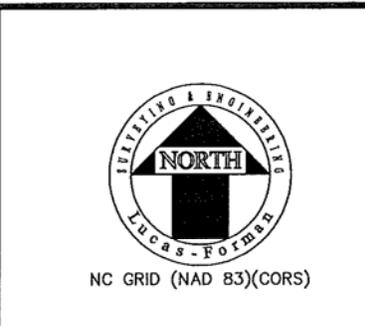
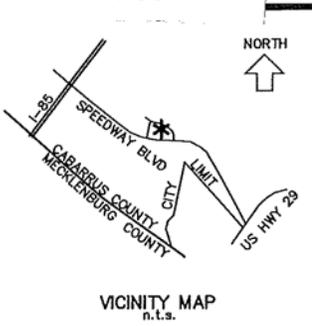
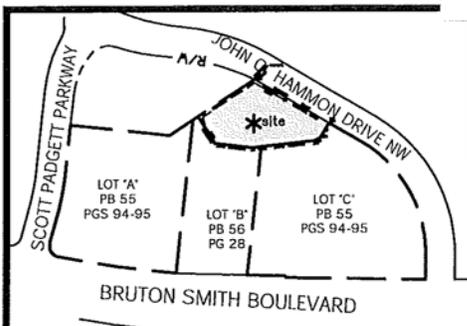
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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 _____, 2020.

Notary Public _____
My commission expires: _____

EXHIBIT A

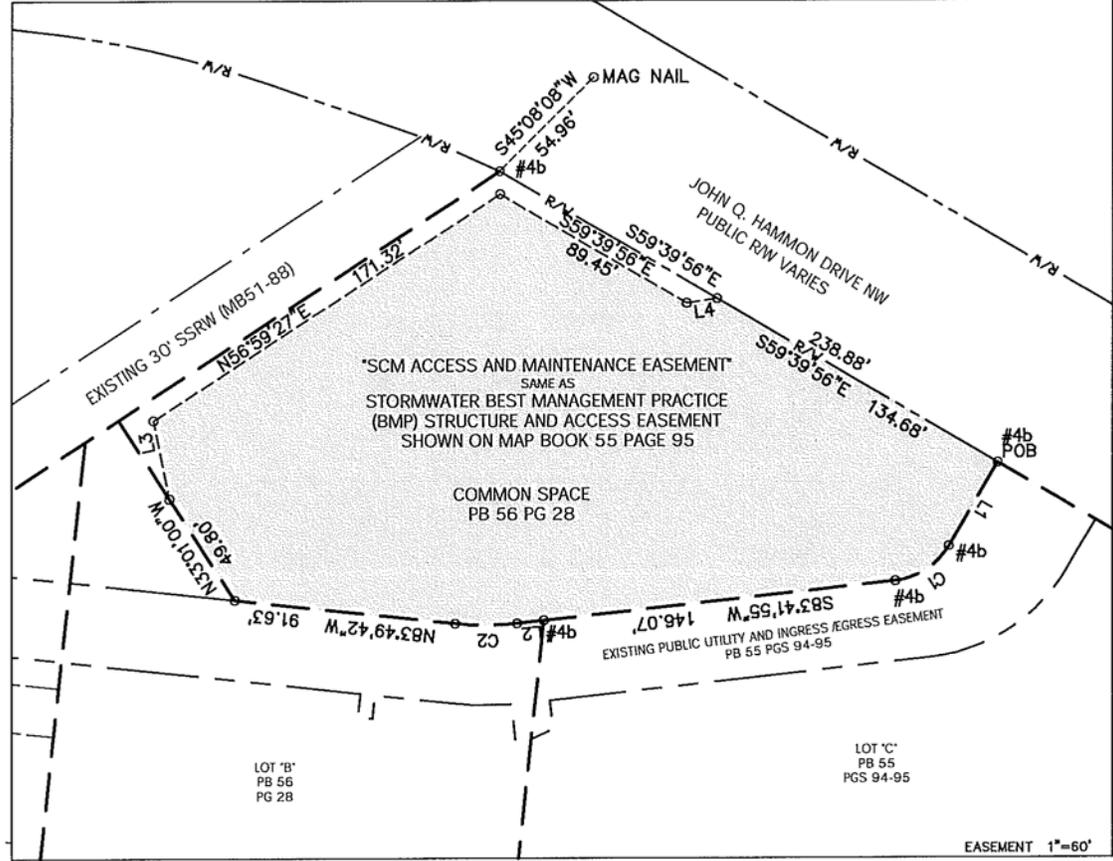


LOCATION MAP 1"=400'

CURVE TABLE						LINE		
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	LINE	BEARING	LENGTH
C1	29.50	27.46	26.48	N 57°02'09" E	53°19'33"	L1	S30°22'22"W	39.95
C2	120.00	26.12	26.07	N 89°58'07" E	12°28'23"	L2	S83°41'55"W	11.17
						L3	N11°33'26"W	33.13
						L4	N81°06'41"E	12.69

LEGEND

- O CORNER
- #4b No. 4 REBAR
- MAG MAGNETIC SURVEY NAIL



NOTES & REFERENCES:
 SUBJECT TRACT:
 PORTION OF PIN 4599 3106 6700 00
 COMMON SPACE PB 55 PGS 94-95
 NOW OR FORMERLY
 NAMAN SPEEDWAY I, LLC
 DB 7678 PG 151

THE PURPOSE OF THIS PLAT IS TO MORE PRECISELY DELINEATE THE EXISTING STORMWATER BEST MANAGEMENT PRACTICE (BMP) STRUCTURE AND ACCESS EASEMENT AS SHOWN ON MAP BOOK 55 PAGE 95

NO CURRENT TITLE SEARCH PERFORMED OR EXAMINED. THESE PARCELS MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS-OF-WAY EITHER RECORDED OR IMPLIED WHICH ARE NOT SHOWN HEREON.

PROPERTY LINES AND EXISTING EASEMENTS SHOWN ARE FROM DOCUMENTS AS REFERENCED.

THIS PLAT IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED IN ANY TRANSACTION OR CONVEYANCE OF REAL PROPERTY.

THIS PLAT DOES NOT MODIFY AN EXISTING PROPERTY LINE OR STREET RIGHT-OF-WAY LINE.

Lucas-Forman Incorporated
 Land Surveying
 Planning & Engineering
 N.C. License C-1215
 4000 Stuart Andrew Boulevard
 Charlotte, North Carolina 28217
 P.O. Box 11386 28220-1386
 (704) 527-6626 Fax 527-9640

EASEMENT EXHIBIT
 of
7200 SCOTT PADGETT PKWY
 CITY OF CONCORD, NO. 2 TWSP., CABARRUS CO., NC
 LOT COS BLOCK MAPBOOK 95 PAGE 55
 SUBDIVISION CONVENTION CENTER PLAZA
 DEED REFERENCE: 7678-151
 for
NAMAN SPEEDWAY I
 REVIEWED: CHH DATE: 07.03.2020 REV.
 DRAWN: CHH UPDATE: 6

SEAL

 NORTH CAROLINA
 PROFESSIONAL
 SEAL
 L-3975
 LAND SURVEYING
 CHARLES W. PADGETT
 JOB# 13033 FILE# CAB

EXHIBIT B



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.



Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not **incorporate a vegetated filter at the outlet.**

This system (check one):

does does not **(separate Sand Filter SCM)
incorporate pretreatment other than a forebay.**

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
The main treatment area	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

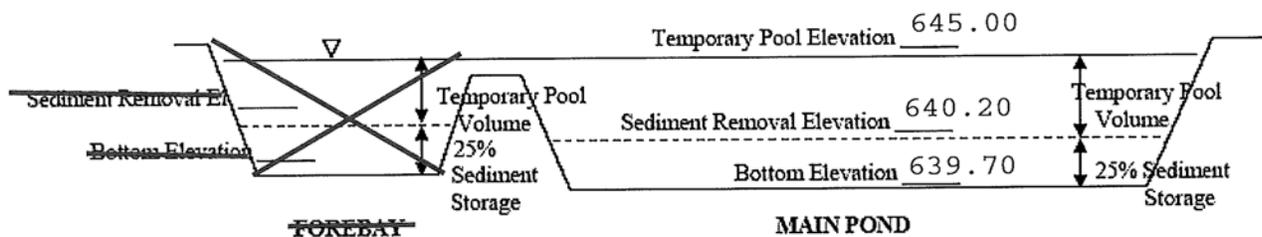
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads 4.8 feet in the main pond, the sediment shall be removed.

When the basin depth reads N/A feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)



AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Appropriated Fund Balance- Powell Bill	\$4,005,726	\$7,699,546	\$3,693,823
100-4370000	Appropriated Fund Balance	\$0	\$2,205,000	\$2,205,000
Total				\$5,898,823

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4511-5241000	Powell Bill-Resurfacing	\$1,187,339	4,881,162	\$3,693,823
4514-5440000	Traffic-Maint. Contracts	\$20,000	\$40,000	\$20,000
4510-5241000	Streets Resurfacing	\$1,560,000	\$3,745,000	\$2,185,000
Total				\$5,898,823

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

Adopted this 13th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

8.18 SOCIAL MEDIA POLICY

I. Purpose.

- A. The City of Concord is committed to enhancing the traditional communication methods with its various constituents through the use of social media. The City recognizes that social media is an effective means to communicate quickly and broadly, share information, and interact with colleagues and the public about government matters. As such, the City supports the use of social media to enhance communication, collaboration, information exchange, and when appropriate in a designated or limited public forum to facilitate citizen involvement, interaction and feedback in specific issues involving the government's business.
- B. This Policy is adopted to provide guidance and information both to the public and for the City's use of social media, including but not limited to, web and mobile phone applications, blogs, photo and video sharing sites, micro-blogging, social networking sites and wikis. Some of the platforms considered in this policy include but are not limited to Facebook, Instagram, Snapchat, Tumblr, Twitter, Flickr, Next-door, YouTube and similar platforms that provide information sharing.

II. References.

Computer Network, Email, and Internet Access Policy
Concord Personnel Policies and Procedures
Concord Logo Standards

III. Definitions.

Social Media. Internet and mobile-based applications, websites and functions, other than email with a focus on immediacy, interactivity, user participation, and information sharing. These venues include social networking sites, forums, wikis (such as Wikipedia) weblogs (blogs, vlogs, microblogs), online chat sites, and video/photo posting sites or any other such similar output or format. Examples include Facebook, Instagram, Twitter, Nixle, YouTube, MySpace and LinkedIn and emerging new web-based platforms generally regarded as social media or having many of the same functions as those listed (such as Digg and Reddit).

Public Affairs. For purposes of this policy, Public Affairs is a division of the City Manager's Office.

IV. On-The-Job Use of Social Media.

- A. **City-Sanctioned Presence.** The City supports departmental use of social media to communicate with the public when there is a legitimate business reason to do so. Before engaging in any social media project pursuant to this section, employees must first receive approval from their department director and Public Affairs. Establishing social media on behalf of a City department or City sponsored activity or undertaking without authorization pursuant to this section shall result in appropriate disciplinary action up to and including dismissal. On a case by case basis, Public Affairs must review and approve or deny all requests for departmental use of social media. Departments should complete and submit the Social Media Request Form to begin the review process. A link to the fillable Social Media Request Form can be found on the CMO/Public Affairs intranet page. At a minimum, the following information will be considered by Public Affairs when determining whether to grant or deny approval:
 - 1. Purpose – The goal and objectives of the social media, and the reason(s) these cannot be accomplished through the City's official website (concordnc.gov) alone;
 - 2. Strategy – The social media effort should support a larger communication strategy with identification of audiences, messages and other tactics, and the content is appropriate, professional and consistent with the City's policies and the purpose for which the site exists;
 - 3. Implementation and Resources – The implementation plan, as well as process for

managing social media such as frequency and protocol associated for posting information. While some social media may not contain a financial cost, it does require manpower, as the department shall be responsible for tasks such as updating, monitoring content, fulfilling public information requests, and notifying Public Affairs of administrative changes; and

4. Additional Information – Any other information deemed necessary by Public Affairs to consider authorization.
- B. Primary Social Media Presence. While Concordnc.gov is the City's official and primary Internet presence, the City recognizes that when used appropriately social media may be useful in furthering the goals of the City and the missions of its departments in informing and interacting with the constituents of the City. Wherever possible:
1. Content posted to City social media shall contain links directing users back to concordnc.gov for additional information, forms, documents or online services necessary to conduct business with the City of Concord.
- C. Additional Considerations. All City Employees are responsible for ensuring that all use and contributions to any City social media sites adhere to the standards of conduct and requirements as outlined in this policy and their personal use adheres to the standard of conduct as regulated by this policy. The following principles shall be employed when using social media to conduct City business in an official capacity:
1. City policies, rules, regulations and standards of conduct shall apply to employees who utilize social media for conducting City business. Use of a City email address and/or communicating in your official capacity will constitute conducting City business for purposes of this policy.
 2. Employees shall use discretion before posting or commenting on social media. The following are examples of unacceptable social media content and comments:
 - a. Profane or obscene language or content;
 - b. Content that promotes, fosters, or perpetrates discrimination on the basis of age, disability, national origin, race, color, religion, ethnicity, sex, or any other protected characteristic;
 - c. Selling or soliciting sales or contributions other than for organizations specifically approved by the City Manager;
 - d. Infringement on copyrights or trademarks; and
 - e. Confidential or non-public information.
 3. Improper use of the City's social media may result in appropriate disciplinary action up to and including dismissal.
- D. Public Affairs Review.
1. Public Affairs shall be responsible for maintaining a list of all authorized City social media.
 2. Department directors shall give administrator access to Public Affairs for all City social media accounts.
 3. Public Affairs reserves the right to restrict or remove any content that is deemed to be in violation of this social media policy or any applicable law, with notice to the department director.
 4. Public Affairs shall keep the City Manager informed of all social media networking tools and activities.

V. Public Records and Retention

- A. City of Concord social media is subject to public records and records retention laws.

1. Any content maintained in social media that is related to City business, including a list of subscribers and posted communication, is a public record.
2. The department maintaining social media is responsible for responding completely and accurately to any request for public records on social media.
3. The Terms of Use described in Section VII of this policy shall include the following language: "Any content posted or submitted for posting by the public is subject to public disclosure in accordance with the State of North Carolina's Public Records Laws." The full terms of use will be provided to the public with a link on every City social media platform home page or bio section, as applicable.
4. The department maintaining social media shall inform the City's Data Services department of its existence in order for the Data Services staff to its preserve records in accordance with the records retention schedule and applicable City policy. Preservation will take place on a City server in a format that preserves the integrity of the original record and is easily accessible to produce in response to a public records request.

VI. Personal Use of Social Media

- A. Employees are free to express themselves as private citizens on social media to the degree that their speech does not impair working relationships, impede performance of duties, impair harmony among coworkers, or negatively impact the public perception of the City.
 1. Employees shall take this policy into consideration when participating in social media at any time, but particularly when identifying themselves as employees of the City or when context might lead to that conclusion.
 2. Employees shall remember that personal content and opinions published or posted on personal social media should never appear to be endorsed by or originated from the City.
 3. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed in a public online forum may be accessed by the City at anytime without prior notice.
 4. As public employees, all personnel are cautioned that speech on or off duty, made pursuant to official duties and which owes its existence to the employee's professional duties and responsibilities is not protected speech under the First Amendment and may form the basis for discipline up to and including dismissal if such speech is deemed detrimental to the City.
 5. Violations of this policy may form the basis for discipline up to and including dismissal.

VII. Public Comment Guidelines – Including the Blockage of and Removal of Comments That Do Not Comply with the Social Media Policy

The following general standards apply to all City social media sites, accounts and platforms.

- A. Unless otherwise specifically noted, when the City establishes a City website or social media account, it does so to communicate with the public, to inform and relay official City content. The City therefore regulates the City social media sites that it maintains for the following reasons:
 - Posts on the City social media sites appear to carry the approval of the City and unauthorized posts on those sites can confuse people as to whether the City endorses the post or if a specific post forms a position of the City and whether it is the City's official position.
 - The City social media sites unless expressly noted, are not intended to operate as a traditional open public forum as there are ample open forums for purposes of expressing opinions and views. social media and Internet sites are many and varied and offer an ever-expanding opportunity for expression over a multitude of platforms,

in many different languages and countries all of which can be easily accessed through Internet searches.

- B. Where the City social media sites have not been opened as public forum or where the city social media sites have been opened as a limited public forum, City staff is authorized to edit and remove unauthorized content or links posted on the City's social media sites as provided in this policy. All social media sites that permit public comments/postings shall include a link to the legal notices page of concordnc.gov (e.g. *This is a moderated public forum guided by community standards. Please review our standards at <https://www.concordnc.gov/legalnotices>*), which will include the following disclaimers and notice:

"In order to better serve its citizens, the City of Concord utilizes user engagement tools and websites, including social media channels, to provide citizens with information in more places and more ways than were traditionally available.

All Content of this site and all comments submitted to this page are public and are subject to disclosure pursuant to the state's Public Records Law. Please be aware that anything you post may survive deletion whether by you or others.

- Requests for emergency services should be directed to 911 not through this site. Individual complaints, concerns, or service requests will not be addressed via social media unless the City specifically identifies the site for that purpose.
- To protect your privacy and the privacy of others, please do not include sensitive personally identifiable information, such as social security numbers. The City-hosted tools and websites should not be considered secure.
- Posts to this site may be edited or removed under the City's policy for social media sites if allowed by law and under this policy but may be preserved as a public record.
- The City also reserves the right to discontinue any and all social media sites at any time.
- Practical and Legal considerations may sometimes constrain, prevent, or prohibit discussion by the City of certain topics, including, but not limited to litigation, pending investigations, and other topics through various media including social media.
- Following or "friending" persons or organizations is not an endorsement by the City and is only intended as a means of communication.
- Any references or links to a specific entity, product, service or organization posted by individuals on the City social media sites should not be considered an endorsement by the City or its departments, Employees or Officers.
- The City does not review, sponsor, or endorse any other website(s) linked to its website or to any City social media sites. The views and opinions of authors expressed on those websites do not necessarily state or reflect the opinion of the City and may not be quoted or reproduced for the purpose of stating or implying any endorsement or approval of any product, person, or service by the City, or its Employees or Agents.
- The City is not responsible for content that appears on external links.
- The City is not responsible for and does not guarantee the authenticity, accuracy, appropriateness or security of any link, external website or its content.
- Investors determining whether to invest or continue to invest in the City's debt offerings should not rely on information posted on the site in making their decisions to invest or not to invest; information regarding the City's financial position is posted at Concordnc.gov.
- By accessing this site, posting or commenting I acknowledge having been advised of the foregoing.

The purpose of this site is to discuss matters of public interest in and to the City of Concord as identified and raised by the City for discussion. We encourage you to submit comments that are on topic, but please address your comments to the specific topic(s) discussed. This is a forum limited to the specific topics identified and raised by the City. Users who submit Content to this City social media Site agree they have read, understand and agree to the following terms and conditions by virtue of such use:

Terms of Use

1. I am submitting content voluntarily and on my own behalf.
2. The content I post reflects my own original thoughts or work.
3. I understand that that the City has the right to re-post or share any content, photos or videos that I submit on this or other **City social media sites**.
4. I have read and understand the Policy, including the right of the City to remove, redact or archive content as described in the City's policy and as may be allowed by law.
5. I understand that multiple violations of this policy may result in a public user's comments/postings being banned from City social media sites.
6. I understand that any content posted or submitted for posting by the public is subject to public disclosure in accordance with the State of North Carolina's Public Records Laws.
7. I understand that public comments on the City's social media sites may be blocked, hidden or removed if in violation of the City's content-neutral comment standards. All comments/postings that are blocked, hidden or removed from City social media sites shall be retained until such time as the City Attorney's Office advises otherwise.
8. I understand that unless specifically identified as a resource for receiving requests for information under the state public information laws, City social media sites are not proper vehicles for making requests for public information or public records under state law and any such requests must be made to the appropriate custodian of the records.
9. I understand that my comments are subject to removal, redaction and archiving from this site and I understand that the comments of others are subject to removal, redaction or archiving if my or their comments contain:
 - vulgar, abusive, obscene, indecent or profane language; defamatory statements nudity or pornographic images in comments, posts, profile pictures, or attachments.
 - personal direct attacks, hate speech that is directed at race, color, sex, sexual orientation, national origin, ethnicity, age, disability or gender identity.
 - promotion or encouragement of illegal activity.
 - the solicitation, promotion or endorsement of specific commercial services, products or entities.
 - apparent violations of the intellectual property right of the City or a third party.
 - links to any site or content posted by automatic software programs (i.e. "bots")
 - the promotion or endorsement of a political campaign or candidate.
 - comments not directly on the topic raised for discussion.
 - information that directly interferes or compromises ongoing investigations, public safety tactics, or the safety of the public safety officers.
 - confidential or exempt information.
 - personally identifiable information or sensitive personal information.

10. I also understand that the views and comments expressed on this site only reflect those of the comment's author, and do not necessarily reflect the official views of the City, its elected officials and appointed Officers and Employees or its departments and agencies.

11. Waiver of Liability. Because various laws exist that create liability for various actions, including but without limitation defamation, invasion of privacy, false light, breach of contract, procurement violations, violations of due process among many potential areas of exposure for which the City accepts no responsibility based on the actions of others or for hosting this social media site, I, for myself, successors and assigns, release and hold harmless and agree to indemnify the City, including its Officers and Employees, from any and all actions, claims, liabilities and damages of whatever kind and nature arising out of or in connection with my use of the City social media site/Account.

By posting or commenting I acknowledge that I understand these terms of use."



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

April 1- June 30, 2020

SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **April 1- June 30, 2020**, are as follows:

WATER:

The ***City of Concord*** initiated water distribution system extensions permitted by the City of Concord's delegated permitting 2,067 linear feet of 2-inch water lines and other appurtenances to provide services to existing customers, with zero additional average domestic water demand of treated water from the City of Concord's existing potable water distribution system.

The ***Developer*** initiated ***PUBLIC*** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 182 linear feet of 12-inch water main, 107 linear feet of 8-inch water main, 42 linear feet of 6-inch water main with valves, hydrants and other appurtenances to serve a 21,368 sq. ft. Truck Service Center sq. ft. commercial site, the existing and proposed courthouse, the historic courthouse and 57 Union Street fire service with an average domestic water demand of 29,550 GPD, of treated water from the City of Concord's existing potable water distribution system; and the reissuance of the Bedford Farms Subdivision Phase 4 Public Sewer-Modification 1-Change of Ownership.

SEWER:

The ***City of Concord*** does not report any wastewater collection system extensions for this quarter.

The ***Developer*** initiated ***PUBLIC*** wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 428 linear feet of 8-inch sanitary sewer with manholes and other appurtenances to serve a 120,000 sq. ft. industrial building, with an average wastewater discharge of 625 GPD; and the reissuance of the Bedford Farms Subdivision Phase 4 Public Sewer- Modification 1-Change of Ownership and The Haven at Rocky River Sewer Main Modification 1-Revision permits.

Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from 1st of April to the 30th of June, 2020:

**Attributes associated with the reissued permits, including the water demand and wastewater flow totals are exclude the quantities in the "Change of Ownership" and/or "Modification" permits.*

Water Distribution System Extensions: April 1- June 30, 2020

Date Issued: May 11, 2020
Project Title: **Bedford Farms Subdivision Phase 4 Public Water Mod 1- Change of Ownership***
Project #: 2017-046
Developer: Niblock-Richardson Development II, LLC
Mark W. Shumaker, Registered Agent
800 Green Valley Road
Greensboro, NC 27408
P) 336-275-0911
E) wniblock@niblockhomes.com

Description: Construction of approximately 2,364 linear feet of 8-inch water lines with 5 in-line valves, 547 linear feet of 2-inch water lines with 2 in-line valves, 3 hydrants, and other appurtenances, to serve 48 single family 4-bedroom residences, located off of Heglar Rd., with an average domestic water demand of 19,200 GPD.*

Date Issued: June 2, 2020
Project Title: **Hendrick Automotive Commercial Truck Center Water Extension**
Project #: 2020-040
Developer: HSREI, LLC
Scott Ennis, Vice President
6000 Monroe Road
Charlotte, NC 28212
P) 704-567-3635
Email) james.woodruff@hendrickauto.com

Description: Construction of approximately 23 linear feet of 8-inch water lines and other appurtenances to provide potable water to a 21,368 sq. ft. Truck Service Center located off of Hendrick Auto Plaza NW with an average commercial water demand of 750 GPD.

Date Issued: June 8, 2020
Project Title: **Courtney Court 2" Waterline Replacement**
Project #: 2020-028
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
Email) bacht@concordnc.gov

Description: Construction of approximately approximately 456 linear feet of 2-inch water line with 1 in-line valve, and other appurtenances to replace the existing water main located on Courtney Court, from the intersection with Ikerd Drive to the cul-de-sac with zero increase to the existing average domestic water demand.

Date Issued: June 8, 2020
Project Title: **Chedworth Court 2” Waterline Replacement**
Project #: 2020-031
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
Email) bacht@concordnc.gov

Description: Construction of approximately 505 linear feet of 2-inch water line with 1 in-line valve, and other appurtenances to replace the existing water main located on Chedworth Court, from the intersection with Courtney Drive to the cul-de-sac with zero increase to the existing average domestic water demand.

Date Issued: June 24, 2020
Project Title: **Stoneridge and Cove Creek Waterline Replacement**
Project #: 2020-030
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
Email) bacht@concordnc.gov

Description: Construction of approximately 756 linear feet of 2-inch water line with 2 in-line valves, and other appurtenances to replace the existing water main located on Stoneridge Court, from the intersection with Cove Creek Place to the cul-de-sac, and on Cove Creek Place from intersection with McArthur Avenue to the cul-de-sac with zero increase to the existing average domestic water demand.

Date Issued: June 24, 2020
Project Title: **Sunrise Place Waterline Replacement**
Project #: 2020-027
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
Email) bacht@concordnc.gov

Description: Construction of approximately 350 linear feet of 2-inch water line with 1 in-line valve, and other appurtenances to replace the existing water main located on Sunrise Place, from the intersection with Eastcliff Drive to the end of the road with zero increase to the existing average domestic water demand.

Date Issued: June 30, 2020
Project Title: **Cabarrus County Courthouse Expansion GMP 1**
Project #: 2019-035
Developer: Cabarrus County
Attn: Kyle Bilafer, Area Manager of Operations
P.O. Box 707
Concord, NC, 28026
P) 704-305-9723
Email) kdbilafer@cabarruscounty.us

Description: Construction of approximately 182 linear feet of 12-inch water lines with 4 in-line valves, 84 linear feet of 8-inch water lines with 1 in-line valve and a 8-inch master meter vault assembly, and 42 linear feet of 6-inch water lines with 1 in-line valves, 1 hydrant, and other appurtenances to provide potable water and fire coverage to the existing and proposed courthouse, the historic courthouse and 57 Union Street fire service located off Union Street, Corban Avenue and Formerly Means Avenue with an average non-residential water demand increase of 28,800 GPD.

Wastewater Distribution System Extensions:

April 1- June 30, 2020

Date Issued: May 11, 2020
Project Title: **Bedford Farms Subdivision Phase 4 Public Sewer-Modification 1***
Project # 2017-046
Developer: Niblock-Richardson Development II, LLC
Mark W. Shumaker, Registered Agent
800 Green Valley Road
Greensboro, NC 27408
P) 336-275-0911
E) wniblock@niblockhomes.com
Description: Construction of approximately 3,263 linear feet of 8-inch sanitary sewer with 14 manholes and other appurtenances to serve 48 single family 4-bedroom residences, located off of Heglar Rd., with a domestic wastewater discharge of 23,040 GPD. *

Date Issued: June 3, 2020
Project Title: **Slatebrooks Drive Sewer Extension-Midland**
Project # 2009-042
Developer: R.L. Wallace Construction Co., Inc.
Rob Wallace, Owner
PO Box 259
Midland, NC, 28107
P) 704-888-3208
Email) robwallacesr@bellsouth.net
Description: Construction of approximately 428 linear feet of 8-inch sanitary sewer with 3 manholes and other appurtenances to serve a 120,000 sq. ft. industrial building located off of Wallace Rd in Midland Industrial Park, with an industrial wastewater discharge of 625 GPD.

Date Issued: June 22, 2020
Project Title: **The Haven at Rocky River Sewer Main Revision- Modification 1***
Project # 2018-054
Developer: Dependable Development, Inc.
Attn: Mr. Jonathan M. McCall
2649 Brekonridge Centre Drive, Suite 104
Monroe, NC 28110
P) 704-774-1964
Email) jmccall@carolina-development.com
Description: Construction of approximately 6,231 linear feet of 8-inch sanitary sewer with 32 manholes and other appurtenances to serve 140 single family 4-bedroom home located off of Flowes Store Road, with a domestic wastewater discharge of 67,200 GPD.

Tax Report for Fiscal Year 2019-2020

FINAL REPORT

June

Property Tax Receipts- Munis

2019 BUDGET YEAR	65,350.78
2018	5,243.90
2017	348.56
2016	534.37
2015	945.17
2014	115.20
2013	263.87
2012	37.54
2011	343.06
2010	358.64
Prior Years	380.23
Interest	5,357.21
Refunds	
	<u>79,278.53</u>

Vehicle Tax Receipts- County

2019 BUDGET YEAR	386,030.80
2018	
2017	
2016	
2015	
2014	16.10
2013	14.30
Prior Years	
Penalty & Interest	2,071.95
Refunds	
	<u>388,133.15</u>

Fire District Tax - County

2019 BUDGET YEAR	2,964.76
Less: Collection Fee from County	<u>17,140.27</u>
Net Ad Valorem Collections	<u>487,516.71</u>

423:Vehicle Tag Fee-Transportation Impr Fund	33,615.21
100:Vehicle Tag Fee	136,443.80
292:Vehicle Tag Fee-Transportation Fund	33,605.60
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>203,664.61</u>

Privilege License	532.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>532.00</u>

Oakwood Cemetery current	2,275.00
Oakwood Cemetery endowment	0
Rutherford Cemetery current	7,025.02
Rutherford Cemetery endowment	1,699.98
West Concord Cemetery current	2,175.00
West Concord Cemetery endowment	-
Total Cemetery Collections	<u>13,175.00</u>

Total Collections	<u>\$ 704,888.32</u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	-
Discovery Penalty	-
Total Amount Invoiced - Monthly	-
Total Amount Invoiced - YTD	51,938,769.58

Current Year	
Less Abatements (Releases)	
Real	130.03
Personal	
Discovery	
Penalty - all	
Total Abatements	130.03

Adjusted Amount Invoiced - monthly	(130.03)
Adjusted Amount Invoiced - YTD	51,834,665.71

Current Levy Collected	65,350.78
Levy Collected from previous years	8,570.54
Penalties & Interest Collected	5,357.21
Current Month Write Off - Debit/Credit	
Total Monthly Collected	79,278.53
Total Collected - YTD	52,097,953.93

Total Collected - net current levy -YTD 51,758,266.23

Percentage of Collected -current levy 99.85%

Amount Uncollected - current year levy 76,399.48

Percentage of Uncollected - current levy 0.15%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of June 2020

RELEASES		
CITY OF CONCORD	\$	130.03
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

DISCOVERIES									
CITY OF CONCORD									
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties			
2015	0	0	0	0.0048	0.00	0.00			
2016	0	0	0	0.0048	0.00	0.00			
2017	0	0	0	0.0048	0.00	0.00			
2018	0	0	0	0.0048	0.00	0.00			
2019	0	0	0	0.0048	0.00	0.00			
2020	22,615	0	22,615	0.0048	108.55	0.00			
Total	22,615	0	22,615		\$ 108.55	\$ -			
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			
Total	0	0	0		\$ -	\$ -			

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By C U S I P / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 6/30/2020

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 8/12/2020	05970RHC2	5,000,000.00	4,950,622.20	08/12/2020	1.778	1.40	N/A	99.012444	43
CP BARCLAYS BANK 0 2/19/2021	06742VHX2	5,000,000.00	4,976,319.44	02/19/2021	0.623	1.41	N/A	99.526389	234
CP CHESHAM 0 10/22/2020	16536HKN0	5,000,000.00	4,939,206.94	10/22/2020	1.711	1.40	N/A	98.784139	114
CP CREDIT SUISSE 0 1/29/2021	2254EANV1	5,000,000.00	4,982,570.83	01/29/2021	0.472	1.41	N/A	99.651417	213
CP LLOYDS BANK CORP 0 12/10/2020	53948AMA6	5,000,000.00	4,991,027.78	12/10/2020	0.381	1.41	N/A	99.820556	163
CP NATIXIS 0 12/18/2020	63873JMJ6	5,000,000.00	4,960,488.89	12/18/2020	1.129	1.41	N/A	99.209778	171
CP NATIXIS 0 7/2/2020	63873JG20	5,000,000.00	4,981,850.00	07/02/2020	1.084	1.41	N/A	99.637	2
CP PRUDENTIAL PLC 0 10/26/2020	7443M2KS4	5,000,000.00	4,952,272.22	10/26/2020	1.434	1.40	N/A	99.045444	118
CP TOYOTA MOTOR CREDIT 0 11/19/2020	89233GLK0	5,000,000.00	4,961,422.22	11/19/2020	1.129	1.41	N/A	99.228444	142
CP TOYOTA MOTOR CREDIT 0 7/23/2020	89233GGP5	5,000,000.00	4,943,729.15	07/23/2020	1.871	1.40	N/A	98.874583	23
CPMUFGBANKLTD/NY 0 8/21/2020	62479LHM0	5,000,000.00	4,947,075.00	08/21/2020	1.759	1.40	N/A	98.9415	52
Sub Total / Average Commercial Paper		55,000,000.00	54,586,584.67		1.214	15.46		99.249496	116
FFCB Bond									
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.42	N/A	100	1,392
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.42	N/A	100	983
FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.42	N/A	100	2,079
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.42	N/A	100	2,464
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.42	N/A	99.99	1,322
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.42	N/A	100	819
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.42	N/A	100	878
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.42	N/A	100	2,436
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.42	N/A	100	1,550
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.42	N/A	100	1,217
FFCB 2.09 7/1/2022-20	3133EKTA4	5,000,000.00	5,000,000.00	07/01/2022	2.090	1.42	N/A	100	731
FFCB 2.11 7/22/2022-20	3133EKVP8	5,000,000.00	5,000,000.00	07/22/2022	2.110	1.42	N/A	100	752
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.42	N/A	100	2,257
FFCB 2.2 7/24/2023-20	3133EKWZ5	5,000,000.00	5,000,000.00	07/24/2023	2.200	1.42	N/A	100	1,119

FFCB 2.23 7/8/2024-20	3133EKT3	5,000,000.00	5,000,000.00	07/08/2024	2.230	1.42	N/A	100	1,469
Sub Total / Average FFCB Bond		75,000,000.00	74,999,500.00		1.777	21.25		99.999333	1,431
FHLB Bond									
FHLB 0.44 6/29/2023-20	3130JPW3	5,000,000.00	5,000,000.00	06/29/2023	0.440	1.42	N/A	100	1,094
FHLB 0.67 5/11/2023-20	3130AJK73	5,000,000.00	5,000,000.00	05/11/2023	0.670	1.42	N/A	100	1,045
FHLB 1.125 7/14/2021	3130A8QS5	740,000.00	708,002.40	07/14/2021	2.621	0.20	N/A	95.676	379
FHLB 1.375 2/18/2021	3130A7CV5	300,000.00	291,192.00	02/18/2021	2.383	0.08	N/A	97.064	233
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.42	N/A	100	1,364
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.42	N/A	100	1,483
FHLB 1.77 8/28/2024-20	3130AJA90	5,000,000.00	5,000,000.00	08/28/2024	1.770	1.42	N/A	100	1,520
FHLB 1.85 7/6/2023-20	3130AHUA9	5,000,000.00	5,000,000.00	07/06/2023	1.850	1.42	N/A	100	1,101
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.42	N/A	100	1,581
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.24	N/A	97.596	517
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.42	N/A	99.9	150
FHLB 1.92 8/28/2024-20	3130AGXN0	5,000,000.00	5,000,000.00	08/28/2024	1.920	1.42	N/A	100	1,520
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.41	N/A	99.6	1,534
FHLB 2.16 7/13/2026-20	3130AHUT8	5,000,000.00	5,000,000.00	07/13/2026	2.160	1.42	N/A	100	2,204
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.42	N/A	100	3,411
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.26	N/A	102.915948	469
Sub Total / Average FHLB Bond		62,795,000.00	62,733,819.74		1.720	17.77		99.907228	1,454
FHLMC Bond									
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.42	N/A	100	688
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	06/30/2022	0.300	1.42	N/A	100	730
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.42	N/A	100	787
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.42	N/A	100	871
FHLMC 0.35 9/22/2022-20	3134GVV54	5,000,000.00	5,000,000.00	09/22/2022	0.350	1.42	N/A	100	814
FHLMC 0.375 11/4/2022-20	3134GVQU5	5,000,000.00	5,000,000.00	11/04/2022	0.375	1.42	N/A	100	857
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.42	N/A	100	966
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	04/20/2023	0.341	0.37	N/A	100.100871	1,024
FHLMC 0.45 3/17/2023-20	3134GVP69	5,000,000.00	5,000,000.00	03/17/2023	0.450	1.42	N/A	100	990
FHLMC 1 4/21/2025-21	3134GVLE6	5,000,000.00	5,000,000.00	04/21/2025	1.000	1.42	N/A	100	1,756
FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.42	N/A	100	1,730
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.42	N/A	100	90
FHLMC 1.75 8/25/2022-20	3134GUTK6	5,000,000.00	5,000,000.00	08/25/2022	1.750	1.42	N/A	100	786
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.42	N/A	100	1,367
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.42	N/A	100.28	147
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.61	N/A	99.595007	562
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	06/19/2023	0.244	0.37	N/A	107.589	1,084

Sub Total / Average FHLMC Bond		74,690,000.00	74,789,457.84		0.912	21.19		100.142519	894
FNMA Bond									
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	06/30/2023	0.430	1.42	N/A	100	1,095
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.42	N/A	100	1,024
FNMA 1.25 5/6/2021	3135G0K69	625,000.00	600,577.41	05/06/2021	2.610	0.17	N/A	96.092386	310
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.55	N/A	95.788318	413
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.72	N/A	95.552298	464
FNMA 1.375 2/26/2021	3135G0J20	1,520,000.00	1,473,060.79	02/26/2021	2.516	0.42	N/A	96.912156	241
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.08	N/A	99.499	798
FNMA 1.75 1/30/2023-20	3135G0X73	5,000,000.00	5,000,000.00	01/30/2023	1.750	1.42	N/A	100	944
FNMA 1.75 2/14/2024-20	3135G0Y31	5,000,000.00	5,000,000.00	02/14/2024	1.750	1.42	N/A	100	1,324
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.42	N/A	100	850
FNMA 1.83 11/23/2024-20	3136G4UF8	5,000,000.00	5,000,000.00	11/23/2024	1.830	1.42	N/A	100	1,607
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.56	N/A	99.223064	644
FNMA 1.9 2/18/2025-20	3135G0Y23	5,000,000.00	5,000,000.00	02/18/2025	1.900	1.42	N/A	100	1,694
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.09	N/A	101.379763	827
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.42	N/A	100	90
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.27	N/A	101.014	651
FNMA 2.375 1/19/2023	3135G0T94	770,000.00	790,542.01	01/19/2023	1.448	0.22	N/A	102.667794	933
FNMA 2.375 1/19/2023	3135G0T94	1,050,000.00	1,093,638.00	01/19/2023	0.907	0.31	N/A	104.156	933
Sub Total / Average FNMA Bond		55,730,000.00	55,563,808.72		1.673	15.74		99.72737	950
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	65,401.35	65,401.35	N/A	?	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,650,690.82	10,650,690.82	N/A	?	3.02	N/A	100	1
NCCMT LGIP	NCCMT481	14,306,150.64	14,306,150.64	N/A	?	4.05	N/A	100	1
NCCMT LGIP	NCCMT271	66,376.93	66,376.93	N/A	?	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		25,088,619.74	25,088,619.74		?	7.11		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,225,645.57	5,225,645.57	N/A	?	1.48	N/A	100	1
Sub Total / Average Money Market		5,225,645.57	5,225,645.57		?	1.48		100	1
Total / Average		353,529,265.31	352,987,436.28		?	100		99.854593	919