



City Council Agenda

Thursday, September 08, 2022

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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

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

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

July 19, August 9, and August 11, 2022.

IV. Presentations

- 1. Presentation from CALEA Commissioner and Director of the North Carolina Criminal Justice Training and Standards Division, Jeffrey Smythe.** Recognition of the Concord Police Department achieving its Law Enforcement Accreditation from the Commission on the Accreditation of Law Enforcement Agencies (CALEA). Jeffrey Smythe, CALEA Commissioner and Director of the North Carolina Criminal Justice Training and Standards Division, will provide remarks on the police department's performance during its 2-year process culminating in achieving full accreditation.
- 2. Presentation of a Proclamation recognizing September 16-22, 2022 as Constitution Week.**
- 3. Presentation of a Proclamation recognizing October 1, 2022 as International Festival Day in Concord.**
- 4. Presentation of the FY23 Annual Budget Video**

V. Unfinished Business

- A. Continue a public hearing for case Z(CD)-07-21 and consider adopting an ordinance amending the official zoning map for +/- 54.8519 acres located northeast corner of International Drive and Highway 73, generally addressed as 4208 and 4515 Davidson Hwy from MX-CC2 (Mixed-Use Commercial Center Large) to I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial).** This case was tabled from the June 9th City Council meeting and was continued to July. At the July meeting, the hearing was continued in order to allow the developer to meet with neighbors to explore a change to the site plan to address the truck access issue. In August, the developer requested an additional continuance until September in order to continue conversations with the neighbors relative to noise issues and to potentially develop a mutually agreed upon mitigation plan. The Planning and Zoning Commission heard the above referenced petition at their April 19th, 2022 public hearing and acted to deny the request. In accordance with Concord Development Ordinance section 3.2.4-B, "The Commission may grant final approval of a zoning map amendment by a vote of at least three-fourths (3/4) of the members of the Commission present and not excused from voting. If the approval is by a vote of less than three-fourths, or if the Commission renders a recommendation of denial, the request shall be forwarded to the City Council for hearing at their next available meeting and the City Council shall have the authority to make a final decision on the zoning map amendment." According to the applicant, an office, warehouse, distribution and light industrial business park are the possible uses for the I-1-CD (Light Industrial Conditional District) area of the development and no specific plans have been provided for the C-2 (General Commercial) portion of the site. Please see attached documents for further detail.

Recommendation: Consider adopting an ordinance amending the official zoning map from MX-CC2 (Mixed-Use Commercial Center Large) to I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial).

VI. New Business

A. Informational Items

1. **Receive the annual update from the Concord United Committee.** The Concord United Committee Co-Chairs will present the annual update to the Mayor and City Council.

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. **Conduct a public hearing for case Z(CD)-03-22 and consider adopting an ordinance amending the official zoning map for +/-7.66 acres located at 4145 Davidson Hwy from C-2 (General Commercial) to RC-CD (Residential Compact - Conditional District) and consider amending the 2030 Land Use Plan to modify the future land use designation of the parcel from Industrial Employment to Urban Neighborhood.** The Planning and Zoning Commission heard the above referenced petition at their August 16, 2022 meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map NOT be amended from C-2 (General Commercial) to RC-CD (Residential Compact - Conditional District) and to NOT amend the 2030 Land Use Plan to designate the parcel as Urban Neighborhood. The site was proposed to be a multi-family development with 117 dwelling units and contain a 6,000 sf commercial building; however, after the Planning and Zoning Commission meeting on August 16th, the applicant is seeking to condition the request to 90 units and 4,599 square feet of commercial. The project received sewer allocation on July 19, 2022.

Recommendation: Consider adopting an ordinance amending the official zoning map from C-2 (General Commercial) to RC-CD (Residential Compact - Conditional District) and consider amending the 2030 Land Use Plan to modify the future land use designation of the parcel from Industrial Employment to Urban Neighborhood.

2. **Conduct a public hearing and consider adopting an ordinance annexing +/- 2.029 p/o PIN 5622-65-8770 on Copperfield Blvd. owned by Copperfield, Inc.** The petition is for voluntary annexation petition of +/- 2.029 acres of property as a portion of PIN 5622-65-8770 on Copperfield Blvd. The property is currently zoned General Commercial (C-2) in the City of Concord ETJ. The developer has proposed to build a DairiO on the site, which was allocated sewer on July 19th, 2022.

Recommendation: Consider a motion adopting the annexation ordinance and set the effective date for September 8th, 2022.

3. **Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a one year / 85% tax based Center City Economic Development Incentive Grant to Shelby Company LTD, LLC to locate at 131 - 171 Cabarrus Avenue East, Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Shelby Company LTD, LLC proposes to develop an approximately 220,637 SF mixed use development within the geographic boundary of the Center City Economic Development Grant Program. The proposed project includes approximately 212 residential units (1 bedroom and 2 bedroom) in addition to approximately 11,000 SF of commercial space. Shelby Company LTD, LLC's proposed investment represents a total \$55,000,000 - \$60,000,000 investment in real and personal property within Concord's Center City, which is an area that encompasses several older established residential neighborhoods and five major transportation corridors. The total value of the City's one year grant is estimated to equal \$224,400 based on an estimated investment of \$55,000,000. The actual payment will be based on the actual investment

made by the company. The City of Concord would still collect a 1-year net revenue of \$39,600 after the incentive payment. See attached grant analysis for additional details.

Recommendation: Consider offering a contract for a one year / 85% tax based Economic Development Incentive Grant to Shelby Company LTD, LLC to locate at 131 - 171 Cabarrus Avenue East, Concord, NC.

4. **Conduct a public hearing for case TA-09-22 and consider adopting an ordinance amending the Concord Development Ordinance Section 8.3.5.Q.5. regarding supplementary regulations for Food Trucks** This text amendment is staff initiated. Staff is seeking to clarify the intent of the word "temporary" in the definition of food trucks by requiring that they be removed overnight or from visibility from the right of way. The City was initially reliant on health department regulation of food trucks to require their removal overnight; however, some trailers and other mobile food units do not fall within the scope of these health department regulations. This ordinance change recommends adopting language taken from the City of Asheville regarding the overnight parking. The text amendment also adds the modifier "Zoning" to Center City District and reduces the maximum allowable signage from 32 square feet to 8 square feet. The Planning and Zoning Commission unanimously recommended the text amendment at their August 16th meeting.

Recommendation: Consider adopting an ordinance amending CDO Section 8.3.5.Q.5, Other Regulations Applying to All Food Truck Operations and Statement of Consistency.

E. Presentations of Petitions and Requests

1. **Consider adopting a resolution of intent to schedule a public hearing on the matter of closing the right-of-way of an unopened 50 foot right of way of Davidson Dr. NW contained within the property of 48-50 Beechwood Ave NW.** The proposal includes the abandonment of the approximately 50' right-of-way of Davidson Dr. NW. Concord California Associates, LLC is the applicant and the owner of the property. Davidson Dr. NW terminates into the property. The right of way is not used for public ingress/egress and is not maintained by the City. An easement will need to be retained for electric infrastructure on the site but the City would abandon maintenance of the stormwater pipe on the site. The General Statutes require that the City: 1) post signs in two (2) places along the right-of-way, 2) send copies of the approved resolution of intent to all neighboring owners after adoption, and 3) advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirement would allow the hearing to be conducted at the October 13, 2022 meeting.

Recommendation: Consider adopting a resolution of intent to set a public hearing for October 13, 2022 on the matter of closing the right-of-way of an unopened 50 foot right of way of Davidson Dr. NW.

2. **Consider reallocating \$109,582.34 in Community Development Block Grant (CDBG) Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding to select public service agencies and organizations responding to community needs related to COVID-19.** In August of 2020, Council approved \$158,368.08 of CARES funds to Prosperity Unlimited to respond to mortgage needs within Concord. Due to the foreclosure moratorium being extended and the North Carolina Housing Finance Agency (NCHFA) American Rescue Plan backed mortgage assistance, Prosperity has not expended these funds. As the NCHFA funds allow for more assistance with less documentation, Prosperity has requested to return the funds to ensure other community needs can be met. Staff has reached out to agencies who received previous allocations to assess the continued COVID related needs in the area. The following details the proposed funding to the agencies which totals \$109,582.34. 1. Cooperative Christian Ministries, Rental/Utility assistance provided to Concord residents identified as not receiving any other federal or state COVID related assistance. Install an awning to accommodate food distribution at agency food party which was moved outside due to COVID - \$44,582.34; 2. Opportunity House, Nurse

salary - \$30,000.00; and 3. Salvation Army, continued food requests and cleaning/sanitation needs for COVID safety measures - \$35,000.00. If approved, there will be \$48,785.74 remaining to allocate.

Recommendation: Motion to approve reallocating \$109,582.43 in Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding to select public service agencies and organizations responding to community needs related to COVID-19.

- 3. Consider adopting a resolution for the City of Concord to declare its intentions to issue tax exempt bonds (secured by and payable solely from private development revenues, not City of Concord revenues) in the new amount not to exceed \$20,500,000 to finance the acquisition, rehabilitation and equipping of mixed income units to be known as Coleman Mill Apartments and for related purposes.** In May 2019, Council approved the issuance of a tax-exempt bond in the amount of \$14,000,000 payable solely from private development revenues to finance the acquisition, rehabilitation and equipping of The Coleman-Franklin-Cannon Mill property. The request was amended to \$18,000,000 in October of 2020. Representatives from the development group Sari and Company are continuing to secure tax-exempt financing from North Carolina Housing Finance Agency (NCHFA) to transform the 10.71 acre site, located at 625 Main St. SW, Concord NC, into approximately 152 units of mixed income housing to be known as the Coleman Mill Apartments. The Developer is requesting the bond increase due to the rising construction costs. The amended amount of the bond issuance is not to exceed \$20,500,000. These bonds would be used for acquisition, rehabilitation and equipping of the aforementioned development. These bonds will not be general obligations of the City but will be special obligations secured by and payable solely from the developer's revenues. Pursuant to Section 160A-456 of the NC General Statutes (NCGS), the municipality has all the power of a housing authority under the NC Housing Authorities Law found in Article 1 of Chapter 157 of the NCGS. This empowers the City to issue its notes and bonds in accordance with the law for the purpose of making loans to assist in housing construction or rehabilitation by private sponsors. The City has determined that providing financing for this development is consistent with the policy and purpose of the law. In order to meet tax code section 42, relating to tax exempt bonds, the Developer must include a resolution from the City which declares the intention to issue bond at the requested amount. Although the adoption of this resolution will declare the City's intent to issue bonds, the resolution is not a binding commitment of the City to issue the bonds. If the Council approves the amended bond issuance, the City will designate a Bond Counsel and the developer will be responsible for all fees associated with the transaction.

Recommendation: Motion to adopt a resolution for the City of Concord to declare its intentions to issue tax exempt bonds in the new amount not to exceed \$20,500,000 to finance the acquisition, rehabilitation and equipping of mixed income dwelling units to be known as Coleman Mill Apartments and for related purposes.

- 4. Consider adopting a resolution authorizing an eminent domain action for property located at 400 Kingsport Dr NE, Concord, NC 28025 and commonly known as Crown Point Apartments.** This property is currently owned by Crown Point 51, LLC. Certain easements, both permanent and temporary, are required by the Water Resources Department in order to construct a stormwater culvert. The total appraised tax value of the property is listed at \$4,494,190. The Engineering department calculated the value of the 0.010 acre temporary and the 0.034 permanent easements to be \$2,074.25. The property owner has not responded to several attempts of contact by the Engineering Department.

Recommendation: Motion to adopt a resolution authorizing an eminent domain action for property located at 400 Kingsport Dr NE, Concord, NC 28025.

5. **Consider adopting a resolution authorizing an eminent domain action for property located at 120 Country Club Drive, Concord, NC 28025 and commonly known as the Carolina Mall.** This property is currently owned by Carolina Mall, LLC/Georgia, LLC. Certain easements, both permanent and temporary, are required by the Water Resources Department in order to construct a stormwater culvert. The total appraised tax value of the property is listed at \$11,283,670. The Engineering department calculated the value of the 0.085 acre temporary and the 0.032 acre permanent easements to be \$3,601.43. The property owner has not responded to several attempts of contact by the Engineering Department.

Recommendation: Motion to adopt a resolution authorizing an eminent domain action for property located at 120 Country Club Drive, Concord, NC 28025

6. **Consider awarding a bid for installation of twelve steel transmission poles to Power Grid Services in the amount of \$982,322.92.** Electric Systems staff received bids on August 18, 2022 from three contractors for the Construction of 100 KV Transmission Line at Substation T and Delivery 4. The low bid was submitted by Power Grid Services in the amount of \$982,322.92. Power Grid Services' bid was determined to be a responsible and responsive bid. Construction is expected to take 120 days and will commence October 3, 2022. Funding is coming from the Delivery 4 project account.

Recommendation: Motion to award a bid for installation of twelve steel transmission poles to Power Grid Services in the amount of \$982,322.92.

7. **Consider awarding bids for electric equipment and materials for Substation W, located at 1420 Concord Parkway S, to Substation Enterprises; Virginia Transformer Corporation; S&C Electric Company; Siemens Industry, Inc; and Myers Controlled Power, LLC.** Electric Systems staff received bids on August 18, 2022 for electric equipment and materials required for the construction of a new substation located at 1420 Concord Parkway South to feed the future Lilly manufacturing plant. The bids were arranged into the following five schedules of equipment: Schedule I - Substation steel and structures, Substation Enterprises, \$356,718; Schedule II - Two 28 MVA power transformers, Virginia Transformer Corporation, \$1,991,982; Schedule III - Two 100KV circuit switchers, S&C Electric Company, \$141,400; Schedule IV - Two 15KV circuit breakers, Siemens Industry, Inc, \$57,626; and Schedule V - One metalclad switchgear, Myers Controlled Power, LLC, \$913,615. All schedules combined total \$3,461,341. Funding will be derived from the existing Substation W project account. Service contract with Eli Lilly is being completed at this time. Eli Lilly will be invoiced to provide funding for the Substation W project account.

Recommendation: Motion to award bids for electric equipment and materials for Substation W to: Substation Enterprises; Virginia Transformer Corporation; S&C Electric Company; Siemens Industry, Inc; and Myers Controlled Power, LLC.

8. **Consider authorizing the City Manager to sign a contract with Gillig LLC utilizing the Piedmont Authority for Regional Transportation (PART) consortium contract for the purchase of one (1) new 35' heavy duty hybrid electric diesel replacement bus for the Rider system.** Concord is a member of the PART/Piedmont NC consortium bus procurement contract that was established in 2020 for heavy duty 35' and 40' diesel and hybrid diesel electric buses. Rider Transit is seeking to purchase one (1) heavy-duty 35' hybrid bus using this contract to replace one existing bus that has met its FTA designated useful life. Once the vehicle is delivered, this bus will move our bus fleet back to a 100% State of Good Repair with none of our buses running in service past their useful life. In August, Rider Transit was awarded a \$713,813 FTA 5339(c) Low or No Emission Discretionary grant specifically for the purpose of securing this replacement hybrid bus, which has a current cost of \$882,932, including registration. The FTA funds will cover 80.85% of the cost of the vehicle. The remaining

19.15% (\$169,119) will be split 50/50 between Concord and Kannapolis (\$84,559.50 each).

Recommendation: Motion to authorize the City Manager to sign a contract with Gillig LLC utilizing with a not to exceed maximum cost of \$882,932.

- 9. Consider abandoning a portion of public utility easement across property at 4291 Papa Joe Hendrick Blvd (PIN 4599-10-9019).** There is a public utility easement recorded in Plat Book 65 Page 84 to the City of Concord. As this property has developed a portion of this easement is not necessary.

Recommendation: Motion to approve the attached resolution authorizing the Abandonment of Easement.

- 10. Consider approving the Master Plan and Conceptual Design for the Academy-Gibson Park areas.** Withers Ravenel, out of Raleigh, NC, will present the final master plan for the Academy-Gibson Area Parks and facilities for Council's consideration. This plan provides recommendations for new developments and amenities, renovations to aged buildings and facilities, and greenway and connectivity priorities within the Gibson Village neighborhood. It consists of five (5) sites, totaling approximately 18.36 acres of land broken down as follows: 1-Academy Complex (9.86 acres) including the Academy Recreation Center, McInnis Aquatics Center, Historic Webb Field, McAllister Field, and segments of the Village Greenway; 2-Kerr Street-Cedar Street Properties (2.44 acres) including property from Crowell Drive to the corner of Kerr Street and Cedar Drive; 3-Clearwater Art Studio Open Space (1.42 acres) including the existing open space adjacent to Clearwater along Kerr Street that includes the trailhead of Village Greenway; 4-Academy-Kerr Street (0.49 acres) including four (4) parcels at the corner of Kerr Street and Academy Avenue that feature an old convenience store; and 5-existing Gibson Field (4.16 acres) located at 265 Ballpark Court with parking entrance off of Misenheimer Drive. Currently, these properties function as separate facilities and do not operate as a traditional neighborhood park manner that is open to the public. The purpose behind this plan is to create a well-connected park and open space plan that removes existing barriers and suggests development of new park amenities such as playgrounds, extension of trails and greenways, and other features such as a bicycle pump track, skate park, and sculpture garden. It is intended to create an equitable and cohesive park experience for the Gibson Village community and the City of Concord. This plan lays out a vision for development recommendations focusing on connectivity between all park elements and other destinations within this area, prioritizes renovations and new amenities and features, and considers appropriate phasing for park development over the next 5 to 10 years. City staff secured public input with three separate online surveys, input from stakeholder groups, and with a public workshop in March of 2022. Results from the surveys included 528 participants, 4,136 responses, and 187 comments. Staff will share the results of the public input and recommended strategies and phasing for the park development.

Recommendation: Motion to approve and adopt the master plan for Academy-Gibson Park, Facility & Greenway Development.

- 11. Continue discussion regarding future funding of non-profits with General Fund monies.**

VII. Consent Agenda

- A. Consider approving a contribution of \$1,500 from the Mayor's Golf Tournament Fund to Big Brothers Big Sisters.** Big Brothers Big Sisters is celebrating 50 years with the Founder of My Future Youth Health, Wellness, and Leadership Match Activity. The organization has requested the funds to assist with the cost of this activity.

Recommendation: Motion to approve a contribution of \$1,500 from the Mayor's Golf Tournament Fund to Big Brothers Big Sisters and to adopt a budget ordinance appropriating the contribution.

- B. Consider terminating the public relations portion of the Nexsen Pruet contract.** The public relations services from Nexsen Pruet have been a great service to the City of Concord in its endeavors over the past few years. However, it does appear that the benefits of the community outreach portion of the Nexsen Pruet engagement have reached their limit and it is being proposed to terminate that portion of the services. The letter allows the City to terminate the services at any time. The litigation portion will remain active.

Recommendation: Motion to terminate the public relations portion of the Nexsen Pruet contract.

- C. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29.** Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I-85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Bank of America Roval 400 that will be held October 9, 2022. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant may install the banners no earlier than September 21, 2022 and must remove the banners no later than October 14, 2022.

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

- D. Consider authorizing the City Manager to negotiate the contract for the acquisition of 0.25 acres along Branchview Drive NE, at 255 Branchview Drive, in the amount of \$28,000 for the future extension of the McEachern Greenway, Hospital Phase.** The parcel under consideration for acquisition (PID# 5621-93-5451) is owned by Susan Machiels, president of JKM Enterprises, Inc. of P.O. Box 165, Concord, NC 28026-0165, and would be developed as part of an extension to the McEachern Greenway. This parcel is 0.25 acres, according to a new survey, and a critical parcel for crossing Three Mile Branch to continue the greenway on the Branchview side. The purchase price is \$28,000. This property is critical for connectivity from the existing end of McEachern Greenway to Miramar with sidewalk connections to Beverly Hills Park, Concord High School, and future connectivity to the hospital. The total cost for acquisition of the 0.25 acres including due diligence is \$33,375.

Recommendation: Motion to authorize the City Manager to negotiate the acquisition of one parcel, totaling 0.25 acres (PIN# 5621-93-5451) from Susan Machiels for future development of McEachern Greenway for \$28,000, and to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for approved property purchases including due diligences a total of \$33,375.

- E. Consider accepting the property transfer of 1.566 acres along Branchview Drive (NC Highway 3) and Three-Mile Branch at PID# 5621-86-8122 from Cabarrus County for future McEachern Greenway development.** At their July 18, 2022 meeting, the Cabarrus County Board of Commissions approved the transfer of 1.566 acres along Branchview Drive for the development of the McEachern Greenway. The parcel under consideration would be developed as part of the McEachern Greenway and is a critical link in connecting the existing greenway to Miramar. This would add about 1 mile to the existing greenway corridor.

Recommendation: Motion to accept the property transfer of PID # 5621-86-8122 the 1.566-acre property along Branchview Drive and Three-Mile Branch for the future development of McEachern Greenway.

- F. Consider approving the Parks and Recreation Department to apply for 2022 Regional Trail Implementation Grant from Carolina Tread Trail in the amount of**

\$70,000 to assist with construction funding for the Irish Buffalo Creek Greenway within the Caldwell Park Phase. This year, Carolina Thread Trail Implementation Grant will be available to assist with funding for trail construction, trail design, and acquisition. The Carolina Thread Trail Implementation Grant has five (5) program objectives; focus on constructing trail in key priority corridors, build the capacity of local communities to develop future trail, greenway and blueway projects, promote collaboration among community partners and neighboring communities, increase public support and awareness of the benefits of trail and land conservation, reach the population including those of differing socio-economic status, age ability and ethnicity. The Irish Buffalo Creek Greenway is identified as a priority corridor and one of the main spines for the Carolina Thread Trail for greenway trail development.

Recommendation: Motion to approve the Parks and Recreation Department to apply for the 2022 Regional Trail Implementation Grant from Carolina Thread Trail for the development of Irish Buffalo Creek Greenway.

- G. Consider accepting North Carolina Department of Transportation - Division of Aviation (NCDOT) FY23 grant award and to adopt a budget ordinance to amend the budget for the Airport capital projects to appropriate NCDOT grant funds received.** Concord-Padgett Regional Airport received notice from the Division of Aviation NCDOT that grant funds in the amount of \$2,760,225 have been allocated under the commercial service appropriation funding for Concord-Padgett Regional Airport in FY23. These grant funds will be used for the purpose of funding improvements to the airport and paying debt service.

Recommendation: Motion to accept the grant award and adopt an ordinance to amend the FY23 Budget Ordinance for the Airport Operations to appropriate NCDOT FY23 grant funds.

- H. Consider authorizing the City Manager to negotiate and execute a contract with Talbert, Bright & Ellington, INC (TBE) for engineering, design and bidding services for the North Apron Access Road.** Currently, there is no vehicle access road to the future north apron and future hangar. This project will construct a new roadway originating from the existing access road that ends at the Hangar H parking lot to the future north apron area. This new roadway will provide access to the future hangar. Design services for this project will include: roadway, stormwater, structures (retaining walls), and pavement markings. The cost for this work authorization is not to exceed \$348,695. The funding for the design and bid will be from NCDOT-State Airport Improvement Program for Commercial Services Airports.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with TBE for design/bid services for the North Apron Access Road and to adopt a budget amendment.

- I. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Cabarrus County (PIN's 5600-95-4892, 5600-94-9671, 5600-94-2535, and 5600-94-1265) 4100 Weddington Road. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Cabarrus County.

- J. 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: Spring Meadow Phase 4 Map 1, Red Hill Phase 1, 464 Amhurst Street SW, 1.425 ac – Burrage Road, and Red Hill Greenway Dedication. 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: Spring Meadow Phase 4 Map 1, Red Hill Phase 1, 464 Amhurst Street SW, 1.425 ac – Burrage Road, and Red Hill Greenway Dedication.

- K. Consider accepting an offer of infrastructure at Settlers Landing Office Building 2, Union Street Mini Storage, Spring Meadow Subdivision PH 3 MP 1.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 57 LF of 8-inch water line, 575 LF of 6-inch water line, 285 LF of 2-inch water line, 5 valves, 3 fire hydrants, 1006 LF of 8-inch sanitary sewer line and 5 manholes.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites, Settlers Landing Office Building 2, Union Street Mini Storage, Spring Meadow Subdivision PH 3 MP 1.

- L. Consider adopting an American Rescue Plan Fund grant project budget amendment.** Previously, budgets were adopted for the UV Lighting project and the Collections area renovation project. The UV Lighting project is complete and came in under budget. The final estimates for the collections area renovation project came in over budget and the savings from the UV Lighting project will be used to cover this overage. The attached project budget ordinance adjusts the budgets for the two projects accordingly.

Recommendation: Motion to adopt an American Rescue Plan Fund grant project budget amendment.

- M. Consider adopting an Aviation Project Fund budget amendment for the North Apron Expansion project at the Concord-Padgett Regional Airport.** This budget amendment is to transfer funds for the North Apron Expansion project to the appropriate accounts for the project to allow tracking of the funds.

Recommendation: Motion to adopt an Aviation Project Fund budget amendment for the North Apron Expansion project at the Concord-Padgett Regional Airport.

- N. Consider amending Article 3.12, Race Pay in the Personnel Policy.** Article 2.12, Race Pay of the Personnel Policy clarifies the procedures for the payment of both non-exempt and exempt employees working eligible events at Charlotte Motor Speedway and the Zmax Dragway that are sanctioned by NASCAR and NHRA respectively.

Recommendation: Motion to amend Article 3.12, Race Pay in the Personnel Policy as proposed.

- O. Consider acceptance of the Tax Office reports for the month of July 2022.** 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 July 2022.

- P. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of July 2022.** 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 July 2022.

- Q. Receive monthly report on status of investments as of July 31, 2022.** 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

- **Transportation Advisory Committee (TAC)**
- **Metropolitan Transit Commission (MTC)**

- **Centralina Regional Council**
- **Concord/Kannapolis Transit Commission**
- **Water Sewer Authority of Cabarrus County (WSACC)**
- **Public Art Advisory Committee**
- **WeBuild Concord**
- **Barber Scotia Community Task Force Committee**
- **Concord United Committee**

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

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

Beginnings

The Ask: In the Spring of 2021, members of the City of Concord City Council approached Ms. Ann Fleming, Bishop Bertram Hinton, Jr., and Dr. Robert Kirk, inviting them to be Co-Chairs of the newly created City of Concord United Committee (hereafter referred to as CUC). Framed by the Council's ultimate vision "to improve the quality of life over which it has responsibility that enables every segment of our population regardless of race," on February 11, 2021, the Concord City Council established a City of Concord Committee with a focus on racial inequities within the City of Concord. Without hesitation and soberly aware of the responsibilities such commitment would require, the three Co-Chairs agreed to assume this role.

The Training:

Since the CUC was created as a public body under the laws, policies, and regulations for all North Carolina state and local government, the Co-Chairs received excellent training under the able guidance of Ms. Emma Sellers, Coordinator for Diversity, Equity and Inclusion and City liaison to CUC for the City of Concord. Spanning the summer of 2021, training sessions took place on July 6, July 9, August 10, September 14 and into the first meeting on September 28.

Such training covered the Civil Rights Act of 1964, a deeper dive into Title VI, open meeting laws, mechanics for conducting meetings, closed session restrictions, administrative issues such as e-mails, committee member's contact information, notice of hearing, among many other critical pieces of information for both effective and legal meetings.

On Friday, July 9, 2021, the "Welcome" e-mail was sent to all 24 members of the CUC advising them that the Co-Chairs had one more session of training to embrace prior to our first full meeting, scheduled for September 28, 2021.

Execution

The Meetings and Structure: The first full 24-member CUC met on Tuesday evening, September 28, 2021 at City Hall. The packed agenda involved the welcoming remarks by Mayor Bill Dusch, Open Meeting Law Review with City Attorney VaLerie Kolczynski, a period of questions and answers with both City Manager Lloyd Payne and City Attorney VaLerie Kolczynski and greetings by City Council members in attendance. In addition to those in attendance at the initial meeting, we wanted to acknowledge Mrs. Kim Deason for her support in the application processes and assisting with organization of the meeting and room set up.

The full CUC meetings were scheduled for the fourth Tuesday of each month, at 6:00 p.m. Following COVID protocols, the option for hybrid style meetings was established using the City of Concord's zoom media platform.

Realizing that a monthly meeting addressing complex issues with 24 people, either on screen or around the table, was untenable in terms of giving all members a voice, enabling deep dives into challenging topics, a subcommittee structure was created. This subcommittee would meet monthly as well, in the intervening time window of the larger committee meetings, with the co-chairs and City liaison. Keeping the "open meeting law" parameters in mind, the subcommittee was kept to a limit of seven (7) committee members-at-large, so that when combined with co-chairs, quorum would not be met or exceeded.

Subcommittee work was predicated upon members who felt strongly about the topic under review by the larger committee, with the intent to have more open dialogue and creative idea sharing that would then be presented to the larger committee at their next meeting.

Intentionally, the subcommittee meetings were scheduled during the workday, at 2:00 p.m. on zoom. Inherently, those who did volunteer to serve reflected a deeper commitment to the topic, felt strongly about it, and were not afraid of some of the harder work involved with data dives.

The following table captures the dates attended by the full 24-member CUC, the subcommittees, and times when only the Co-Chairs and City coordinator met to review agenda flow and assess metrics reflective of the committee's progress.

Full Committee	Sub-Committee	Co-Chairs & City Liaison
		July 6, 9, 2021
		August 16, 2021
September 28, 2021		September 14, 2021
October 26, 2021		
November 30, 2021		
No Meeting in December		
January 25, 2022	January 4, 2022 [First Sub-Committee Mtg]	January 31, 2022
February 22, 2022	February 1, 2022	February 28, 2022
March 22, 2022	March 8, 2022	March 21 & 31, 2022
April 26, 2022	April 5, 2022	April 25, 2022
May 24, 2022	May 2, 2022	
June 28, 2022	June 14, 2022	June 10, 15, & 23, 2022
	July 12, 2022	July 14 & 21, 2022
	No Sub-Committee Mtg in August 2022	

The following community citizens contributed to the multi-faceted perspectives around the table: Amy Steele, Amos McClorey, Betty Stocks, Ingrid Nurse, Lyndia Gabriel, Rayshion Sashington, Theresa Scott-Stills, Gracie Galloway, Joe DeJesus, Kiran Patel, Lmarie Austin-Stripling, Lisa Matthews, Quinton Locklear, Sandra Torres, Caroline Overcash, Chris Bowe, Cindy Hanson, Douglas Carroll, Greg Mills, Jennifer Terris, Mandy Jones, Bob Anderson, Roy Hawkins, Tina Boyer, Jaymond Bryant-Herron and Michelle Joshua (this listing reflects all past and present members).

The Process: During the first full CUC meeting, the process for determining the priorities of those equity issues the committee members felt necessary to address was established. Affinity

charts were placed throughout the room and each committee member was given “sticky tabs” and a pen and asked to write down those items which they thought were important for the CUC to address, with the reminder that the work before the committee was not one to be dispatched quickly – the committee work would be an on-going venture. After members were given ample time to place their topics of concern on the larger chart pages throughout the room, the following major headings surfaced:

1. Housing
2. Transit
3. Leadership
4. Structures and Infrastructures
5. Homelessness
6. Disabilities
7. Food Insecurities
8. Aging and Youth
9. Training
10. Philosophy in Delivery
11. Departmental Break-out

To date, housing and transit have been the areas of CUC attention, fully understanding that in each of these two categories, the work is ongoing. While the focus shifts, these topics are “always on the table” for additional comments, review, and action. There is no expectation of “one and done” for any area of discussion.

The Work: The CUC meeting held on Tuesday, October 26, 2021, included presentations from Angela Graham, the Executive Director of Housing with the City of Concord and Dr. Patrick Graham, CEO of Concord Family Enrichment Association. Mrs. Graham gave a background on the affordable housing work for the four (4) different low to moderate income housing communities in Concord-Wilkerson, Logan, Mary Chapman, and Larkhaven, the family self-sufficiency program as well as housing choice vouchers, and how the growing need for even

more affordable housing led to the creation of the Concord Family Enrichment Association nonprofit.

Dr. Graham defined affordable as an income threshold of 30-80% area median income. Dr. Graham discussed the Concord Family Enrichment Association's goal of developing affordable housing throughout the City that addresses several issues: affordability that does not sacrifice quality; wealth development with a goal to develop 70% of homes slated for affordable ownership; nimble, leveraging the use of the community land trust and shared equity model along with restricted deed programs; and stability. He also discussed the history of inequity in redlining and inequity in loans granted by demographic, and how more equity in affordable housing potentially improves national economic interest.

Mrs. Graham and Dr. Graham answered questions from the committee on a variety of topics including:

1. Mobility/progression from public housing to affordable homeownership
2. Developer willingness to include affordable or multi-unit homes within their developments
3. Local initiatives and policies
4. Zoning changes
5. Regional housing studies
6. Cross sectional collaboration
7. Best practices for developing a county wide framework
8. Micro level initiatives with the City of Concord.

Steve Osborne, of the Planning and Neighborhood Development department with the City of Concord, was present during the CUC meeting held on Tuesday, November 30, 2021. Steve provided information on planning and development that connected with Mrs. Graham and Dr. Graham's housing presentations and helped the committee have a better understanding on the efforts being put forth by the City with affordable housing.

Mr. Osborne discussed the scope of responsibility of the department, along with stressing that quality is a major priority for building. Building projects cover single family, multi-family, repurposing of existing structures along with owner rehabilitation. He also reviewed the types of units built with federal funds, units managed by the housing department, as well as habitat for humanity houses in the Logan Community. Given current market conditions, strategic focus over the last 5 months has been focused on acquiring lots. This City has also acquired multi-family duplex rental properties and a quad-plex currently being utilized for COVID quarantine. Mr. Osborne informed the CUC that he is also working to address services in his department that overlap with the Concord Family Enrichment Association and Habitat for Humanity.

Mr. Osborne addressed the following questions and concerns from the CUC members during the closing of his presentation.

1. Whether Concord has a fair housing strategy (it does, with semi-annual fair housing seminars), inclusionary zoning (does not) and making sure the voices are getting heard on a broader scale.
2. If there is a racially inclusive requirement for minority-owned contractors for the City's building efforts (large percentage are minority owned and operated but currently not required).
3. Discussed the potential of repurposing mill properties and potential tax delinquencies to help increase the volume of affordable housing, and provide more multi-family units.

CUC meetings held on April 26 and May 24, 2022, included the presentations entitled, "Welcome to Rider Transit 101" and "Cabarrus County Public Transportation: Today and Tomorrow" from L. J. Weslowski, Transit Director of the Concord Kannapolis Area Transit. The presentations ensued, giving an overview of the transportation structure for the region, case studies of a variety of scenarios and real time challenges for the low-income families in our region who are dependent on the transit system as their means of transportation and the 20-year plan to enhance transit services, economic development, connect beyond, and land use policy changes. Mr. Weslowski also provided the CUC with copies of the Title VI program Plan

for Concord Kannapolis Area Transit (Rider) and, to allow CUC members the opportunity to experience the CK Rider System, each CUC member received 2 CK Rider Transit bus passes.

The Reach: In addition to reviewing the City of Concord's departments for issues of inequities, it has become evident that the CUC has an additional purpose in the community. As a diverse and appropriately represented body of the City of Concord, the CUC has served as an open group for feedback, ideas and support to community organizations in an effort to support the improvement of diversity, equity and inclusion in various community programs and projects including:

- Public Arts Master Plan
- Concord International Festival
- Cabarrus Arts Council
- NAACP

The Advice:

1. Housing

Recommendations addressing *racial and other inequities*

- a. It should be the policy of the City of Concord Housing Department that all programs and materials are available in both English and Spanish
- b. It should be the policy of the City of Concord Planning Department that available affordable housing opportunities are made available in English and Spanish in a variety of advertisement methods, including, but not limited to, website, print, social media.

Recommendations for *affordable housing*

- a. Computer Literacy programs were noted as offered. More emphasis should be placed on financial education and literacy with emphasis on progressing to rental readiness and home ownership. This should be a requirement for program participation. Education should be an outreach effort, taking the information and training to trust places and through trusted people.
- b. After analyzing homes back five (5) years in the records, for the four (4) houses built by the City, three (3) were purchased by African Americans, one (1) purchased by Caucasian. Of the seven (7) grants submitted, six (6) were African American and one (1) was Caucasian. Demographics in the community also include Asians and Hispanics. The City

should ensure equitable outreach of resources and education programs to all ethnic groups in the City.

CUC recommends potentially adding financial outreach/literacy to the International Festival to reach a broader audience of ethnic groups. Additionally, broadening the scope of financial literacy from Logan/public housing which can create a greater reach of the City, perhaps through partnerships with the community colleges and through the faith-based community.

- c. The summary of homeownership programs asserts that these programs promote more self-sufficiency and economic homeownership opportunities. However, the data shows that most who are in the public housing programs are multi-generational program participants. There is little economic mobility/change/transformation for the program participants. Creating a tiered, graduation style approach, partnered with increased financial literacy/competency, allows program 'room' for space to address ethnic diversity in program participation.
- d. If community land trusts are the preferred mechanism to help create permanently affordable housing locations, emphasis should be on blending community demographics so as to avoid segregating.
- e. Changes to the zoning ordinances to allow for land trusts to build more than just single-family homes in new developments where land becomes available throughout the city
- f. Tax incentives for community land trusts; adding a requirement for the larger developers to donate a portion of their development towards land trust usage.
- g. Establishment of a policy for ethnic diversity in the communities established by the land trusts.

2. Transit:

Guided by the able L. J. Weslowski, the CUC was led through an amazing amount of data, transit policies, City of Concord public bus routes, examples of both successes of and challenges to the existing system, with the clear conclusion that while there is a working transit system in the City, much more needs to be done to serve Concordians who rely on public transit for engaging all facets life within the community. The volume of shared research on this topic was both riveting and not a little overwhelming, to the extent that the CUC unanimously asked for the presentation be extended to the next scheduled meeting, allowing more time for a thorough grasp of the transit picture in the City. At both the CUC and the sub-committee level, the information sparked many subsequent questions and requests for clarification, which are currently being provided by Mr. Weslowski and the Transit Department. As mentioned previously, the work is on-going, and recommendations will be forthcoming.

While this is so, of note are two highlighted key points

1. The CUC has been reminded that all conclusions need to be data informed, not data driven. By that, meaning to allow data to serve as a check to committee intuition, not a driver for action.
2. Driven home to the CUC amid all the comparable data and transit best practices was the realization that the presented options were all striving for equality – the need to be like Seattle or Atlanta or Stockholm, using their metrics of success, instead of striving for the metrics of equity. The City should strive to meet its community’s specific needs in considering routes and schedules and amenities.

The S.O.A.R.

STRENGTHS: *(What are we doing right)*

This collection of diverse individuals is making impactful strides surrounding the forward movement of Diversity, Equity, and Inclusion (D.E.I.) within the systems and structures of the City of Concord. One of the major strengths of the CUC is the committee itself. Professionals ranging from Healthcare to Education to Industry to Religion to Community Activists, etc. gather monthly (and semi-monthly) to bring their expertise to the table. The experience of the Committee is an advantage as well. The balance of seasoned Concordians to Concord transplants bring a diverse perspective to the challenges facing the City. Good communication is paramount to the success of any organization and the CUC is balancing communication well. Throughout the year together, the CUC placed personal bias aside to forge a path towards greater D.E.I. in the Housing sector of the City with energy now being geared towards Transit.

OPPORTUNITIES: *(Where can we improve)*

With every strength, there is an equally balanced opportunity for improvement. Due to the nature of being human, the CUC has noted areas where the opportunity for improvement

exists. Primarily, there is an opportunity for continued exploration of individual strengths. Abiding by legal statutes and the pleasure of the City Council, the CUC holds one major meeting monthly. With this slight restriction, it is not fully possible to explore the depth of the individuals of the CUC, at large without creating additional meetings throughout the month. As an aside, the introduction of sub-committee work began to bridge the time restraints in exploration of the strengths of the Committee. Even with this inclusion there is yet an opportunity for greater insight into the skill-sets of the CUC members. With the transition of our City Liaison, Ms. Emma Sellers, a new opportunity births for the CUC to establish a working connection with the pending liaison. One of the greater successes of this past year must be attributed to Ms. Sellers. She not only “connected the dots” between the CUC and the City, she also freely shared her wealth of knowledge surrounding D.E.I. in order to help the CUC frame recommendations. The CUC welcomes the opportunity for establishing connection with the shadow of remembrance of Ms. Sellers etched in their minds. As alluded to earlier, there is an opportunity for continued commitment to sub-committee work. The demands of time are upon each member of the CUC at large. There are obligations from work, home, and community so the Co-Chairs are grateful for all those that stretch the bounds of their schedules to extend an additional day to sub-committee work. The most recent sub-committee lacked the participation of the first. While the lack of participation did not hinder effective communication, the danger of limited participation in sub-committee work going forward could potentially lead to less robust recommendations from the CUC to the City Council.

ASPIRATIONS: *(What’s our end game/Where do we want to be)*

Simply put, this CUC desires to see change. An ancient proverb states, “the only thing in this life that remains the same is change, those who adapt persevere, those who do not merely fade away.” The CUC longs for this proverb to hold true in the City of Concord. The time put into meeting and gathering information warrants effective change in the areas addressed. While the CUC understands it is simply a cog in a much larger vehicle, the hopes are that this cog aides in production. Additionally, the CUC does not want to be nor become a “paper tiger.” Being the only committee of its kind within the State of North Carolina, the CUC intends to be a

foundational tool that other cities and towns can emulate. Beyond being a collection of names on a roll with titles that look impressive, the CUC yearns to be a true advisory board to the City. The aspiration is not to become the voice of the City, the Council has been elected to carry that torch, the CUC only desires to be used as an asset and avenue through which true, unbiased wisdom can flow.

RESULTS: *(How do we know we've achieved our aspirations)*

On August 28, 1963, Dr. Martin Luther King stated, "now is the time to make justice a reality for all of God's children." The justice Dr. King spoke of equates to the heart of D.E.I. work today. This Committee seeks to embody this statement made almost sixty years ago. These are the results being pursued, seeing a more equitable Concord. There is not the delusion that things will change, and all inequities are rectified now, the CUC desires to see equal justice administered towards all citizens. D.E.I. work, as so eloquently presented by Ms. Sellers, is like an arrow shot at an ever-moving target that it never totally lands. The CUC wishes to simply make up the gap between the target and achievement. It is the CUC's intent that change will happen organically not just through policy.

Reaching a place of true Diversity, Equity, and Inclusion will be seen before it is known.

Respectfully submitted on behalf of the City of Concord United Committee,

Ms. Ann Fleming, Co-Chair

Bishop Bertram Hinton, Jr., Co-Chair

Dr. Robert Kirk, Co-Chair



Housing Survey

The Concord United Committee for Diversity, Equity, and Inclusion (DEI) is conducting this survey on behalf of the City of Concord. We want to hear your concerns with housing issues in the City of Concord. Please fill out the following survey. The survey is being conducted anonymously, so please be honest and detailed in your answers. **Responses are anonymous and will be summarized and individual responses will not be reported in any way.** Thank you!

Federal and State Fair Housing laws prohibit discrimination in all aspects of housing, including home sales, rentals, housing policies and financing. Each resident is entitled to equal access to housing opportunities regardless of race, color, religion, sex, national origin, disability/medical conditions, familial status, marital status, age, ancestry, sexual orientation, gender identity, gender expression, source of income, or any other arbitrary reason.

The following questions pertain to your housing experiences under the authority of the City of Concord.

1. Do you reside within the City of Concord? YES NO

2. In the past seven (7) years, have **you** personally ever experienced housing discrimination? YES NO
(If you answered "YES" please answer questions #3 - #5. If you answered "NO" please proceed to question #6)

3. If you believe you have been discriminated against:
 - a) Who do you believe displayed such attitudes towards you? *(check all that apply)*

<input type="checkbox"/> Landlord/Property Manager	<input type="checkbox"/> Real Estate Agent	<input type="checkbox"/> Insurance Broker/Company
<input type="checkbox"/> Mortgage lender	<input type="checkbox"/> City of Concord Staff	<input type="checkbox"/> Other _____

 - b) Where did housing discrimination occur? *(check all that apply)*

<input type="checkbox"/> Apartment Complex	<input type="checkbox"/> Condo/Townhome Development	<input type="checkbox"/> Other _____
<input type="checkbox"/> Single-Family Neighborhood	<input type="checkbox"/> Public or Subsidized Housing	
<input type="checkbox"/> Mobile Home Park	<input type="checkbox"/> When Applying for City Programs	

 - c) On what basis do you believe you were discriminated against? *(check all that apply)*

<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> Religion
<input type="checkbox"/> National Origin	<input type="checkbox"/> Ancestry	<input type="checkbox"/> Gender
<input type="checkbox"/> Marital Status	<input type="checkbox"/> Sexual Orientation	<input type="checkbox"/> Age
<input type="checkbox"/> Family Status <small>(e.g. single-parent with children, family with children or expecting a child)</small>	<input type="checkbox"/> Source of Income <small>(e.g. welfare, unemployment insurance, Housing Choice/Section 8 Voucher)</small>	<input type="checkbox"/> Disability/Medical Conditions <small>(either you or someone close to you)</small>
<input type="checkbox"/> Other (please explain): _____		

 - d) Did you experience any of the following behaviors? *(check all that apply)*

<input type="checkbox"/> Not Shown Apartment	<input type="checkbox"/> Higher Rent	<input type="checkbox"/> Other _____
<input type="checkbox"/> Higher Security Deposit	<input type="checkbox"/> Provided Different Housing Services or Facilities	_____
<input type="checkbox"/> Delayed Repairs or Repairs Not Made	<input type="checkbox"/> Service/Support Animal Deposit Charged	

4. Reasonable modifications and reasonable accommodations allow for certain changes or flexibility in the rules, policies, or procedures set by housing providers. This allows a resident with a disability an equal opportunity to use and enjoy a housing unit. A **reasonable modification** is a structural change made to the premises while a **reasonable accommodation** is a change, exception or adjustment to a rule, policy, practice or service. For example, installing a ramp for an individual who uses a wheelchair or grab bars in the bathroom are reasonable modifications. A reasonable accommodation would include making an exception to an existing 'no pet' rule to permit a service dog.

Have you ever been denied a: _____ "Reasonable Modification" _____ "Reasonable Accommodation"
 (check all that apply) _____ N/A

a) If YES, what was your request?

5. If you believe you have been discriminated against, have you reported the incident? _____ YES _____ NO

a) If NO – Why?

_____ Don't Know Where to Report _____ Afraid of Retaliation _____ Other _____
 _____ Don't Believe it Makes Any Difference _____ Too Much Trouble _____

b) If YES, how did you report the incident?

c) If you reported the complaint, what is the status?

_____ Unresolved _____ Unresolved, Pending Resolution _____ Other _____
 _____ Resolved via Mediation _____ In Litigation _____

6. Have you ever attended a Housing Seminar by the City of Concord? _____ YES _____ NO

a) If YES, was it free or was there a fee? _____ Free _____ Required a Fee

b) If YES, where was the training? _____ Home _____ Work _____ City of _____ Online _____

7. Have you ever seen or heard a Fair Housing Public Service Announcement on TV/Radio/Online?
 _____ YES _____ NO

8. Were you aware we were conducting this survey? If so, how did you hear about it?

Questions 9-14 are optional; however, your response will allow us to better serve the community. Your individual response will be confidential.

9. Ethnic Categories (*select only one*)

_____ Hispanic or Latino _____ Not-Hispanic or Latino

10. Racial Categories (*select only one*)

_____ White _____ American Indian/Alaskan Native & White
 _____ Black/African American _____ American Indian/Alaskan Native & Black/African American
 _____ Asian _____ Asian & White
 _____ American Indian/Alaskan Native _____ Black/African American & White
 _____ Native Hawaiian/Other Pacific Islander _____ Other Multi-Racial

11. Do you rent or own your home? _____ Rent _____ Own
12. Age: _____ 18-24 _____ 25-34 _____ 35-44 _____ 45-54 _____ 55-64 _____ 65+
13. Do you have a disability? (*circle one*) YES / NO
14. Do you have children under the age of 18 years old in your home? (*circle one*) YES / NO

Thank you for participating in this survey.
Your shared experiences will help the City of Concord address areas of need we may be overlooking.



DATE: August 16, 2022

REZONING CASE #: Z(CD)-03-22

ACCELA: CN-RZC-2022-00004

DESCRIPTION: Zoning Map Amendment C-2 (General Commercial) to RC-CD (Residential Compact-Conditional District)

APPLICANT/OWNER: Vamsheedhar Devarishati/Joe M. Calloway

LOCATION: 4145 Davidson Hwy

PIN#s: 5601-86-5796, 5601-86-7834, 5601-86-8679, 5601-86-4583, and 5601-86-6204

AREA: +/- 7.66 acres

ZONING: C-2 (General Commercial)

PREPARED BY: George Daniels, Senior Planner

Background

The subject property consists of five (5) parcels, comprising approximately +/-7.66 acres located at 4145 Davidson Hwy (NC Hwy 73) and is about 1/3 of a mile east of Interstate 85 and exit 55. Three (3) of the parcels front Davidson Hwy and the remaining two (2) parcels are on Rural Dr NW. The properties along Davidson Hwy currently contain a single-family home and a small commercial garage building. The properties on Rural Dr NW contain 11 mobile homes.

History

The property was annexed into the City on June 30, 1992 as part of a larger involuntary annexation that also included Interstate 85 and an area northeast up to Interstate 85 and Central Dr and southeast along Irish Buffalo Creek to US Hwy 29. The subject properties were zoned B-3 (General Commercial) and converted to C-2 (General Commercial) with the adoption of the Unified Development Ordinance (UDO) in 2000.

Summary of Request

The applicant seeks a rezoning to RC-CD (Residential Compact-Conditional District) for the purpose of developing 117 apartments and 6,000 square feet of commercial space.

The RC (Residential Compact) zoning district allows commercial uses (limited to convenience retail, O-I, B-1, and C-1 uses, and restaurants) as an accessory to a multi-family development up to 5% of the gross floor area development. The proposed site plan meets this requirement with 120,000 total square feet for the project of which 6,000 square feet is shown as commercial space.

The subject property is +/- 7.66 acres, the site plan shows 117 units at 14.9 dwelling units per acre (du/a). The maximum density for the RC zoning district is 15 du/a. The required open space is 20% and the applicant is showing 1.39 acres (20%) of open space provided. The open space will consist of a club house and pool area and a mini park. There is also some passive open space and a picnic area along the east side of the site. Standards for density and open space have been met.

The site plan will be subject to City of Concord Multi-family regulations as set forth in CDO Article 7.8. Elevations have been provided for the multi-family buildings and single commercial building, and the elevations will follow development standards

In accordance with the CDO, all reviewing departments of the DRC (Development Review Committee) have reviewed the rezoning plan. However, the Transportation Department has stated that the provided Transportation Impact Analysis (TIA) identified a lack of capacity along the section of NC Hwy 73 between International Dr and Central Dr, and does not propose mitigations to address this inadequacy. Transportation has stated that a 1.0 volume/capacity ratio is the theoretical capacity of this section of NC Hwy 73. Currently there is a volume/capacity ratio of 1.73 and this project would increase to approximately 1.86.

To the north of the property across Davidson Hwy the zoning is MX-CC2 (Mixed Use) and the land is vacant. This parcel is pending a City Council decision on amending the zoning to I-1 (Light Industrial). To the east the zoning is PUD (Planned Unit Development) and the site of the Oak Park Townhomes which has 18 single-family attached dwellings. Also, to the east and to the south is the Oak Park single-family subdivision which is zoned RV (Residential Village). On the southwest side of the site across from Rural Dr NW there are two single family homes with RV (Residential Village) zoning. Directly adjacent to the site on the west the zoning is RC-CU (Residential Compact-Conditional Use) and this is the 20-unit Kenton Glen townhome development. Across the Rural Dr NW from Kenton Glen there is a C-2-CD (General Commercial – Conditional District) zoning area that was approved for a convenience store and retail office space, however this project was not developed. An application has recently been submitted for these properties to revise the conditional zoning.

Existing Zoning and Land Uses (Subject Parcels)					
Current Zoning of Subject Property	Zoning within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
C-2 (General Commercial)	North	MX-CC2 (Mixed Use)	Single-Family, commercial, Mobile Homes	North	Vacant
	South	RV (Residential Village)		South	Residential
	East	PUD (Planned Unit Development) & RV (Residential Village)		East	Residential
	West	RV (Residential Village) & C-2-CD (General Commercial – Conditional District)		West	Residential

Compliance with 2030 Land Use Plan

The 2030 Land Use Plan (LUP) designates the subject property as “Industrial Employment” for which RC (Residential Compact) is not listed as a corresponding zoning district. Rezoning to RC-CD (Residential Compact – Conditional District) will therefore also require a Land Use Plan Amendment to be approved by City Council. The land use recommendation by staff is “Urban Neighborhood” as this would be compatible with the surrounding land use.

Industrial Employment Land Use Category Details

The intent of the Industrial/Employment (IE) Future Land Use category is to identify those areas that have either already developed as industrial or are suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. These industrial areas should be preserved for employment uses to generate jobs for the community.

Industrial uses have already developed in several areas throughout the community, most of which are light industrial in function and impact. The 2030 Plan identifies the need to protect industrial lands, and to encourage additional growth in industrial/employment uses in designated areas, particularly around Concord Regional Airport, and along I-85 between Pitts School Road and Rocky River. Additionally, some light industrial/employment uses are encouraged to locate in Mixed-Use Districts, depending upon their intensity.

Urban Neighborhoods Land Use Category Details

The Urban Neighborhood (UN) Future Land Use category includes a mix of moderate- to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete a comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at the edges of urban neighborhoods may support neighborhood- and community-serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-

through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety. Non-residential and multi-family uses are typically developed with minimal street setbacks in the urban neighborhood future land use category.

Suggested Statement of Consistency

- The subject property is approximately +/- 7.66 acres and is currently zoned C-2 (General Commercial).
- The subject property was annexed on June 30, 1992, and is currently occupied by a single-family home, a garage building and 11 mobile homes
- The proposed zoning amendment is not consistent with the City of Concord's 2030 Land Use Plan; however, the property is adjacent to areas developing as single-family attached and single-family detached. The proposed development would be consistent with the City of Concord's Urban Neighborhood designation as RC (Residential Compact) and conditional district variations are considered corresponding zoning classifications to the Urban Neighborhood Land Use Category. The proposed zoning is comparable to existing and proposed surrounding land uses.
- The zoning amendment is reasonable and in the public interest as it would add an additional housing type to the area, along with limited retail. Multi-family housing is not currently found within the general vicinity and thus the proposal would increase housing type options.

OR

- The zoning amendment is not reasonable and not in the public interest due to the existing and proposed vehicular capacity along Davidson Hwy (NC Hwy 73) between International Dr and Central Dr. Furthermore, the proposed site plan demonstrates maximum allowable density with minimum required open space.

Suggested Recommendation and Conditions

A Land Use Plan amendment will be needed for this request, which is subject to City Council approval. Staff is seeking a recommendation to City Council on the rezoning and land use plan amendment

If approval is desired, staff recommends the following conditions agreed upon by the applicant:

1. Compliance with Sheets RZ-1.0 and RZ-2.0 of the "Zoning Plan Amendment" with revision date of 6/17/22.
2. The subject plan is not designed to construction drawing standards and therefore, any intended or perceived deviation from technical standards of the plan shall not constitute approval to deviate from, or negate, technical standards within the

Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.

3. No more than 117 multi-family units shall be developed.
4. The commercial uses are limited to convenience retail, O-I, B-1, and C-1 uses, and restaurants as an accessory to the multi-family development up to 5% of the gross floor area development.
5. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies
6. To accommodate the Fire Department aerial apparatus requirement, a building yard width reduction to 6 feet is allowed where it is necessary to remain below the 30-foot maximum distance between building edge and parking spot ends. Remaining landscaping not practical to be placed in reduced building yards to be relocated to common open space or perimeter buffers.
7. NCDOT required improvements or site plan revisions shall not reduce the minimum width or planting densities of required landscape, except as stated for the building yards in item #6.
8. City of Concord Transportation Department approval on the condition that Concord City Council approves the traffic impacts which have been shown in the TIA.

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

Required Attachments / Submittals:

1. Typed metes and bounds description of the property (or portion of property). A recorded deed is sufficient, if the deed contains a separate description of the property to be rezoned. If the property contains multiple tracts, deeds shall be provided describing each tract or multiple tracts.
2. Cabarrus County Land Records printout of names and addresses of all immediately adjacent landowners, including any directly across the street.
3. If applicable, proof of a neighborhood meeting (signature page) or receipt from certified letters mailed to adjoining property owners if project increases density or intensity (See Section 3.2.3). Staff will provide further information on this requirement during the required pre-application meeting.
4. Money Received by Kirsten Boyd Sullivan Date: 01/31/22
Check # 1134 Amount: \$ 800.00 (Conditional) or \$600 (Conventional)
Cash: _____

The application fee is nonrefundable.

(Please type or print)

Applicant Name, Address, Telephone Number and email address: _____

Planning & Neighborhood Development
35 Cabarrus Ave W * P. O. Box 308 * Concord, NC 28025
Phone 704-920-5152 * Fax 704-920-6962 * www.concordnc.gov
Page 1 of 6

THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

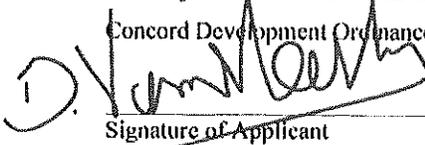
1. List the Use(s) Proposed in the Project:

Mixed use - 114 Multifamily Apartments with 10,101 SF retail

2. List the Condition(s) you are offering as part of this project. Be specific with each description. (You may attach other sheets of paper as needed to supplement the information):

Units : 114
 Retail : 10,101 SF

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

 1-25-2022
 Signature of Applicant Date

 1-25-2022
 Signature of Owner(s) Date

Staff Use Only:

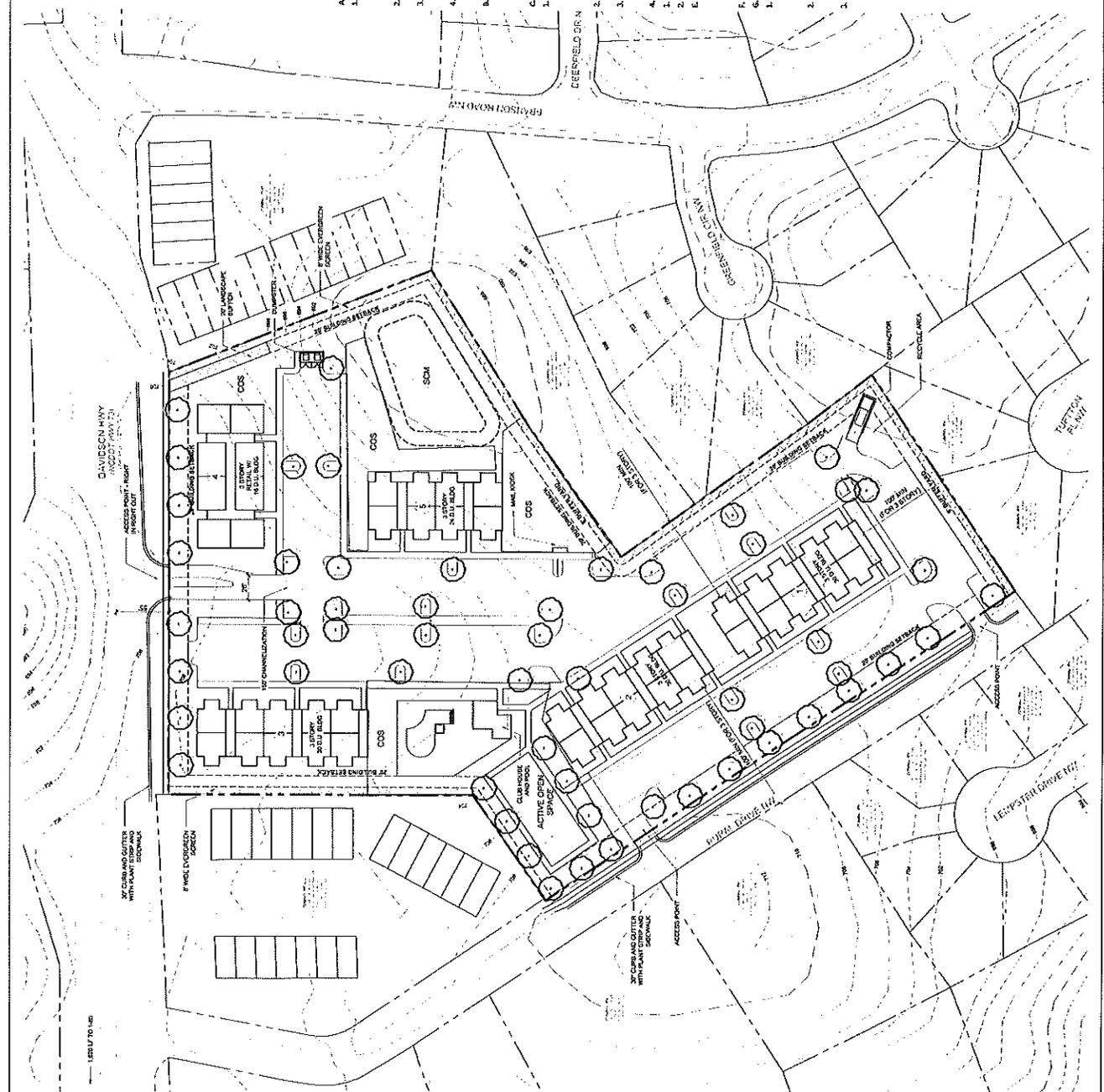
1. Scheduled for Planning and Zoning Commission consideration:
 Date: _____ Time: _____ Location: _____
2. Date advertised, written notice(s) sent, and property posted: _____
3. Record of decision: Motion to: ___ Approve ___ Deny
 _____ ___ Yea ___ Nay
 _____ ___ Yea ___ Nay
4. Planning and Zoning Commission recommendation: ___ Approved ___ Denied
 If denied, was an appeal filed? _____
5. Date applicant notified of Planning and Zoning Commission action: _____
6. Scheduled for City Council consideration:
 Date: _____ Time: _____ Location: _____
7. Dates advertised: (a) First notice: _____ (b) Second notice: _____
8. City Council recommendation: ___ Approved ___ Denied
9. Date applicant notified of City Council action: _____
10. Comments: *(see minutes for details)*

NO.	DATE	DESCRIPTION	BY
1	01/15/10	PRELIMINARY ZONING PLAN AMENDMENT	DAVIDSON APARTMENTS
2	02/10/10	REVISIONS TO PRELIMINARY ZONING PLAN AMENDMENT	DAVIDSON APARTMENTS
3	03/10/10	FINAL ZONING PLAN AMENDMENT	DAVIDSON APARTMENTS

SITE DEVELOPMENT DATA

ADDRESS:	708 AC ± (333,916 SF)
TAX PARCEL NO.:	5011040100_708A_0070_0000 AND 0204
EXISTING ZONING:	CZ
PROPOSED ZONING:	RZ (C)
EXISTING LAND USE:	MANUFACTURED HOME PARK SINGLE FAMILY
FUTURE LAND USE DESIGNATION:	14 UNITS EXCLUSIVE OF RETAIL
UNITS ALLOWED:	14 UNITS + 16 DU OVER RETAIL
UNITS PROPOSED:	14 UNITS OVER RETAIL (14 UNITS OVER RETAIL)
RETAIL SF:	16,000 SF
MAX DENSITY:	15 DU / AC
PROPOSED DENSITY:	14.88 DU/A
REQUIRED OPEN SPACE:	20% (1,320 AC OPEN SPACE)
REQUIRED BUFFER:	8' TYPES A BUFFER WARD ADJACENT TO SINGLE FAMILY
BUILDING SETBACK:	20' STREET SIDE
PARKING SPACE REQUIREMENTS:	1.5 SPACES / UNIT + 10% 1,350 RETAIL SP + 34

- General Provisions**
- These Development Standards form a part of the Zoning Plan Amendment associated with the Rezoning Application filed by NAVA Health, LLC (the "Applicant") to accommodate the development of a residential community on the approximately 708-acre site located on AC Hwy 73, which site is located in the RZ-1.0 zoning district.
 - Development of the Site will be governed by the Rezoning Plan, these Development Standards, and the applicable provisions of the City of Concord Unified Development Ordinance (the "Ordinance").
 - Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RZ-1.0 zoning district shall govern the development and use of the Site.
 - Home improvements to the existing site and/or other development standards may be applied for and approved by the Planning Commission, subject to the provisions of the Ordinance.
- Permitted Uses/Development Limitations**
- The Site may be developed only to a residential community containing a maximum of 130 dwelling units and 10,000 SF retail including any incidental and accessory uses relating thereto that are allowed in the RZ-1.0 zoning district.
 - Transportation
 - The Site shall be designed to be generally adjacent to the existing bus. The placement and configuration of the vehicular access and subject to any other modifications required to accommodate final site and construction plans and designs and to any amendments required for approval by the City of Concord Department of Transportation ("DOT") and the North Carolina Department of Transportation ("NCDOT").
 - As depicted on the rezoning plan, the site will be located by private driveway. All other adjustments to the location of the driveway shall be allowed during the construction permitting process.
 - If necessary, the petitioner shall dedicate via fee simple conveyance of all rights of way to the City before the site's first building certificate of occupancy is issued. All transportation improvements will be approved and installed before the site's first building certificate of occupancy is issued.
 - Architectural Standards
 - The maximum height in feet of any building to be located on the site shall be 35 feet.
 - A minimum eight (8) foot wide planting strip and a minimum five (5) foot wide sidewalk shall be provided along the existing public street abutting the property frontage as generally depicted on the Rezoning Plan.
 - Streetcapes and Landscaping
 - Open Space - Petitioner intends to comply with the Ordinance.
 - Shading Effect of the Rezoning Documents and Definitions
 - If all Rezoning Applications is approved, all conditions applicable to the use and development of the Site proposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and enforceable to the benefit of applicant and the City of Concord.
 - Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, assigns, personal representatives, successors, assigns and assigns of applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Rezoning Application is approved.



THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

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

Because of RC zoning restriction we
 are reducing the commercial square foot.
 Based on the new calculation we are going
 with 6500-6700 square foot of commercial.

2. List the Condition(s) you are offering as part of this project. Be specific with each description.
 (You may attach other sheets of paper as needed to supplement the information):

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

D. Varnaldehy 4/26/2022
 Signature of Applicant Date

 Signature of Owner(s) Date

Certification

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

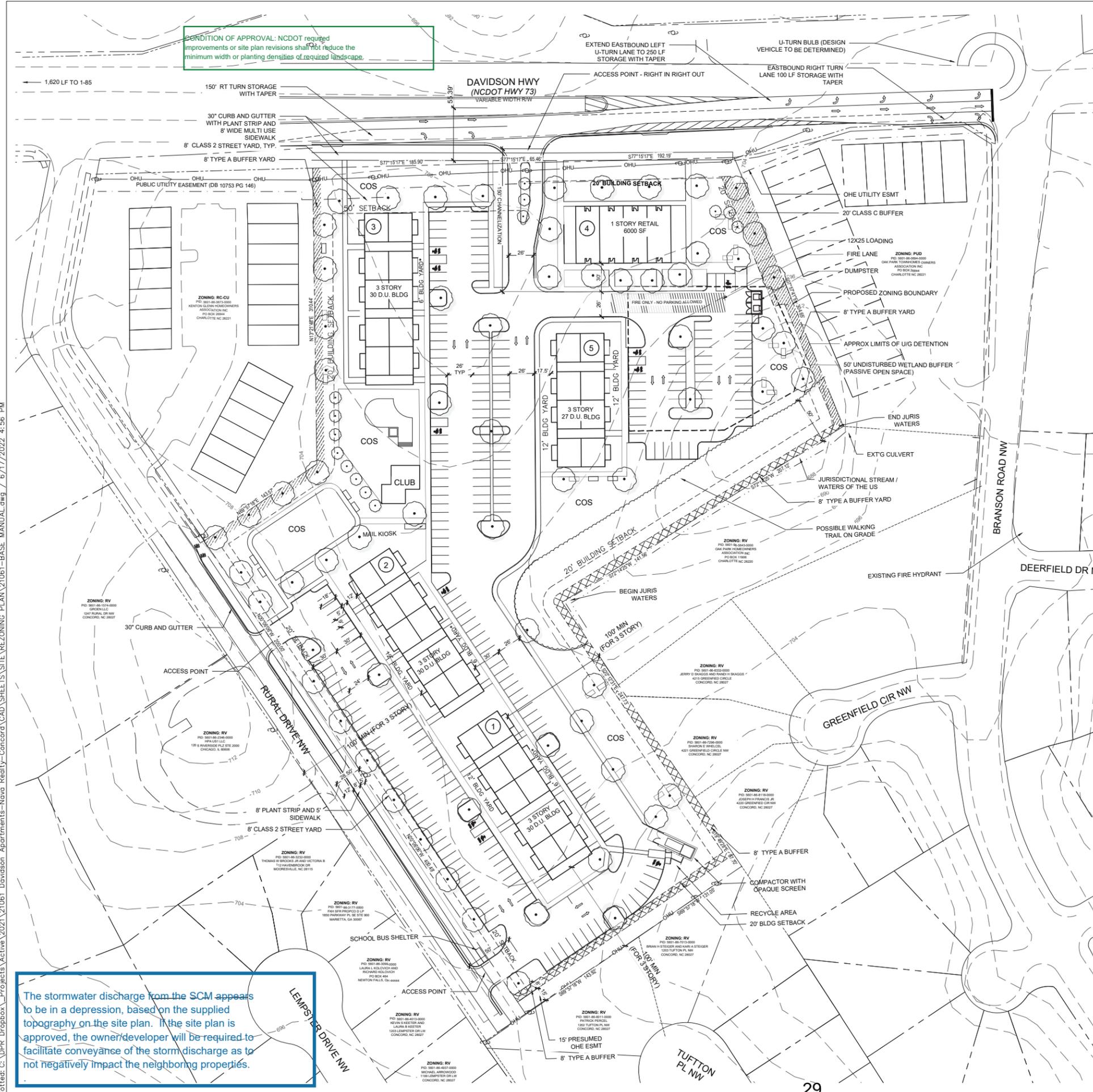
Date: 4/26/2022

Applicant Signature: D. Vameler

Property Owner or Agent of the Property Owner Signature:

Processed By Monterai Adams 4/26/22

CONDITION OF APPROVAL: NCDOT required improvements or site plan revisions shall not reduce the minimum width or planting densities of required landscape.



SITE DEVELOPMENT DATA

ACREAGE:	7.85 AC ± (342,251 SF) TOTAL
TAX PARCEL #S:	560186-5796, -7634, -8679, -4583 AND -6204
EXISTING ZONING:	C-2
PROPOSED ZONING:	RC (CD)
EXISTING LAND USE:	MANUFACTURED HOME PARK & SINGLE FAMILY
FUTURE LAND USE DESIGNATION:	MULTI-FAMILY AND RETAIL
UNITS ALLOWED:	117 UNITS
UNITS PROPOSED:	117 UNITS
MAX DENSITY:	15 DWELLING UNITS PER ACRE (DUA)
PROPOSED DENSITY:	14.90 DUA
REQUIRED OPEN SPACE:	20% (1.39 AC OPEN SPACE) 1.39 AC PROVIDED (60,618 SF)
REQUIRED BUFFER:	8' TYPE A BUFFER YARD ADJACENT TO SINGLE FAMILY (RC) 20' TYPE C BUFFER ADJACENT TO RETAIL (C-2)
BUILDING SETBACK:	20' STREET SIDE 20' INTERIOR SIDE 20' REAR
BUILDING DATA	
BUILDING HEIGHT:	35' MAXIMUM - 3 STORY MAX
BUILDING SEPARATION:	25' MIN
BUILDING TYPE:	VB
BUILDING FLOOR AREA:	#1: 30,660 SF +/- #2: 30,660 SF +/- #3: 30,660 SF +/- #4: 6000 SF (5% MAX RESIDENTIAL BLDG FLOOR AREA) #5: 28,020 SF +/-
TOTAL FLOOR AREA:	120,000 SF x 0.05 = 6000 SF RETAIL
PARKING SPACES REQUIRED:	1.5 PER UNIT = 195 1:300 RETAIL SF = 20
PARKING SPACES PROVIDED:	263 SPACES
IMPERVIOUS AREAS	
BUILDINGS:	201,716 SF +/- TOTAL
ASPHALT:	49,020 SF +/-
SIDEWALK:	124,090 SF +/-
AMENITY:	12,806 SF +/-
	16,000 SF +/-

- A. General Provisions**
- These Development Standards form a part of the Zoning Plan Amendment associated with the Rezoning Application filed by NAVA Realty, LLC (the "Applicant") to accommodate the development of a residential community on that approximately 7.85 acre site located on NC Hwy 73, which site is more particularly depicted on RZ1.0 (the "Site").
 - Development of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the City of Concord Unified Development Ordinance (the "Ordinance").
 - Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RC zoning district shall govern the development and use of the Site.
 - Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of the Ordinance. Alterations to the Rezoning Plan are subject to the Ordinance.
- B. Permitted Uses/Development Limitations**
- The Site may be devoted only to a residential community containing a maximum of 117 dwelling units and 6500 SF retail including any incidental and accessory uses relating there to that are allowed in the RC zoning district.
- C. Transportation**
- Vehicular access to the Site shall be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Concord Department of Transportation ("CDOT") and the North Carolina Department of Transportation ("NCDOT").
 - As depicted on the rezoning plan, the site will be served by private driveways, and minor adjustment to the location of the driveway shall be allowed during the construction permitting process.
 - If necessary, the petitioner shall dedicate via fee simple conveyance of all rights of way to the City before the site's first building certificate of occupancy is issued. All transportation improvements will be approved and constructed before the site's first building certificate of occupancy is issued.
- D. Architectural Standards**
- The maximum height in feet of any building to be located on the site shall be 35 feet.
 - The actual widths of the dwelling units may vary from any widths depicted on the Rezoning plan.
- E. Streetscape and Landscaping**
- A minimum eight (8) foot wide planting strip and a minimum five (5) foot wide sidewalk shall be installed along the existing public streets (Rural Drive and Hwy 73) abutting the property frontage as generally depicted on the Rezoning Plan.
 - In areas where 26' wide aerial access lanes are required by Concord Fire, the Developer shall be permitted to reduce the building yard to 6' wide provided the same number of plants normally required per the UDO will be provided elsewhere on the site.
- F. Open Space** - Petitioner intends to comply with the Ordinance. Open space shall be improved with landscaping and seating.
- G. Binding Effect of the Rezoning Documents and Definitions**
- If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.
 - Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
 - Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Rezoning Application is approved.

The stormwater discharge from the SCM appears to be in a depression, based on the supplied topography on the site plan. If the site plan is approved, the owner/developer will be required to facilitate conveyance of the storm discharge as to not negatively impact the neighboring properties.



master planning · civil engineering
urban design · landscape architecture
919 berry hill rd ste 101, charlotte, nc 28208
704.332.1204 · www.dprassociates.net
NC Firm License # C-0560

CLIENT / OWNER
DAVIDSON MEADOWS
712 COPPERTREE LANE
WAXHAW, NC 28173
704-706-4851

DAVIDSON MEADOWS

DAVIDSON MEADOWS

DAVIDSON MEADOWS

KEY MAP



PROJECT

DAVIDSON MEADOWS

4145 DAVIDSON HIGHWAY
CONCORD, NC 28027

PROJECT NUMBER
21061

DATE
04-25-22

ISSUED FOR

NO.	DATE	DESCRIPTION	BY
5-25-22		PER CITY COMMENTS	DBS
6-17-22		RETAIL FOOTPRINT	DBS

PROJ. MANAGER: B.S.
DRAWN BY: KTD
CHECKED BY: B.S.

SEAL

SCALE: 1" = 50'

DRAWING
ZONING PLAN AMENDMENT

RZ-1.0

Plotted: C:\DPR Dropbox\Projects\Active\2021\21061 Davidson Apartments-Nava Realty-Concord\CAD\SHEETS\SITE\REZONING\PLAN\21061-BASE-MANUAL.dwg / 6/17/2022 4:56 PM

31



DAVIDSON APARTMENTS
Concord, NC

3-24-22



32

DAVIDSON APARTMENTS

CONCORD, NC

5-23-22



33



DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





34

DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





DAVIDSON APARTMENTS
CONCORD, NC
5-23-22

36

DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





37

DAVIDSON APARTMENTS

CONCORD, NC

5-23-22





38

DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





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DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





40

DAVIDSON APARTMENTS
CONCORD, NC
5-23-22



41



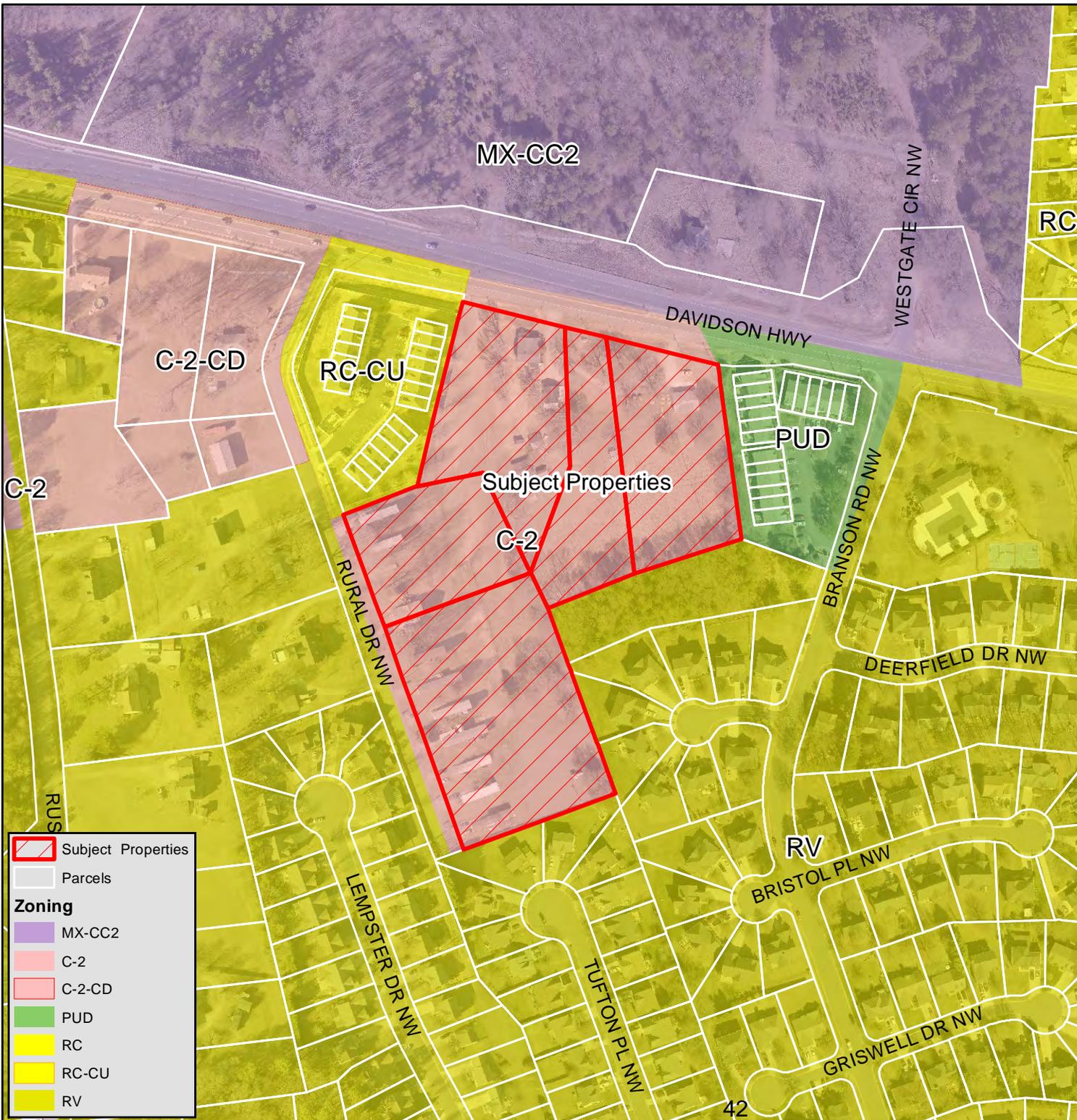
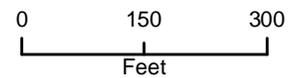
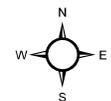
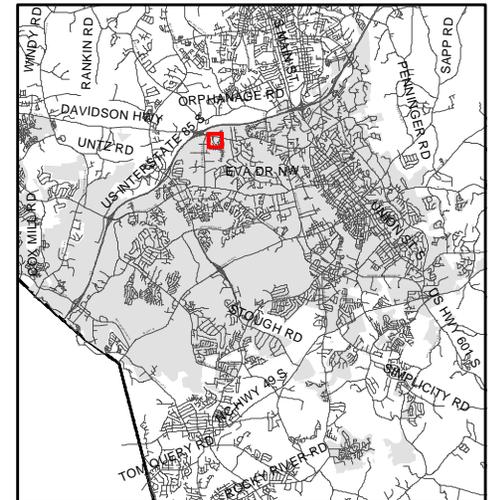
DAVIDSON APARTMENTS
CONCORD, NC
5-23-22



Z(CD)-03-22 ZONING

**Rezoning application
C-2 (General Commercial) to
RC-CD (Residential Compact
- Conditional District)**

4145 Davidson Hwy
PINs: 5601-86-5796, 5601-86-7834,
5601-86-8679, 5601-86-4583, 5601-86-6204

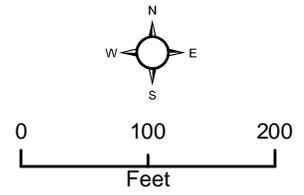
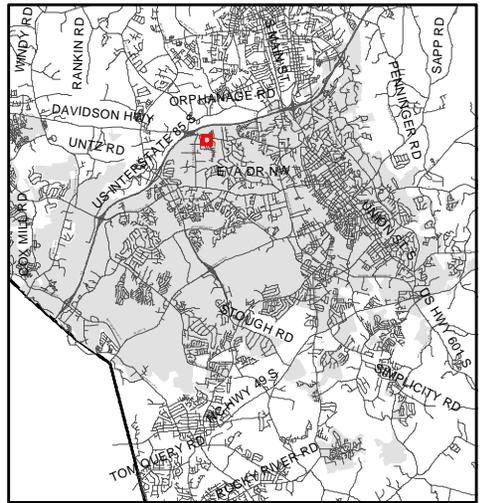




**Z(CD)-03-22
AERIAL**

**Rezoning application
C-2 (General Commercial) to
RC-CD (Residential Compact
- Conditional District)**

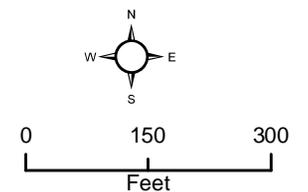
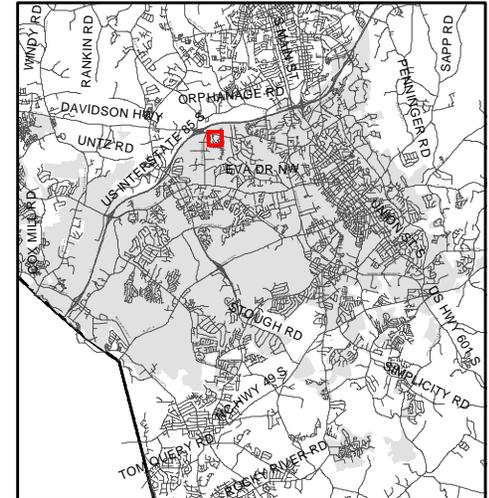
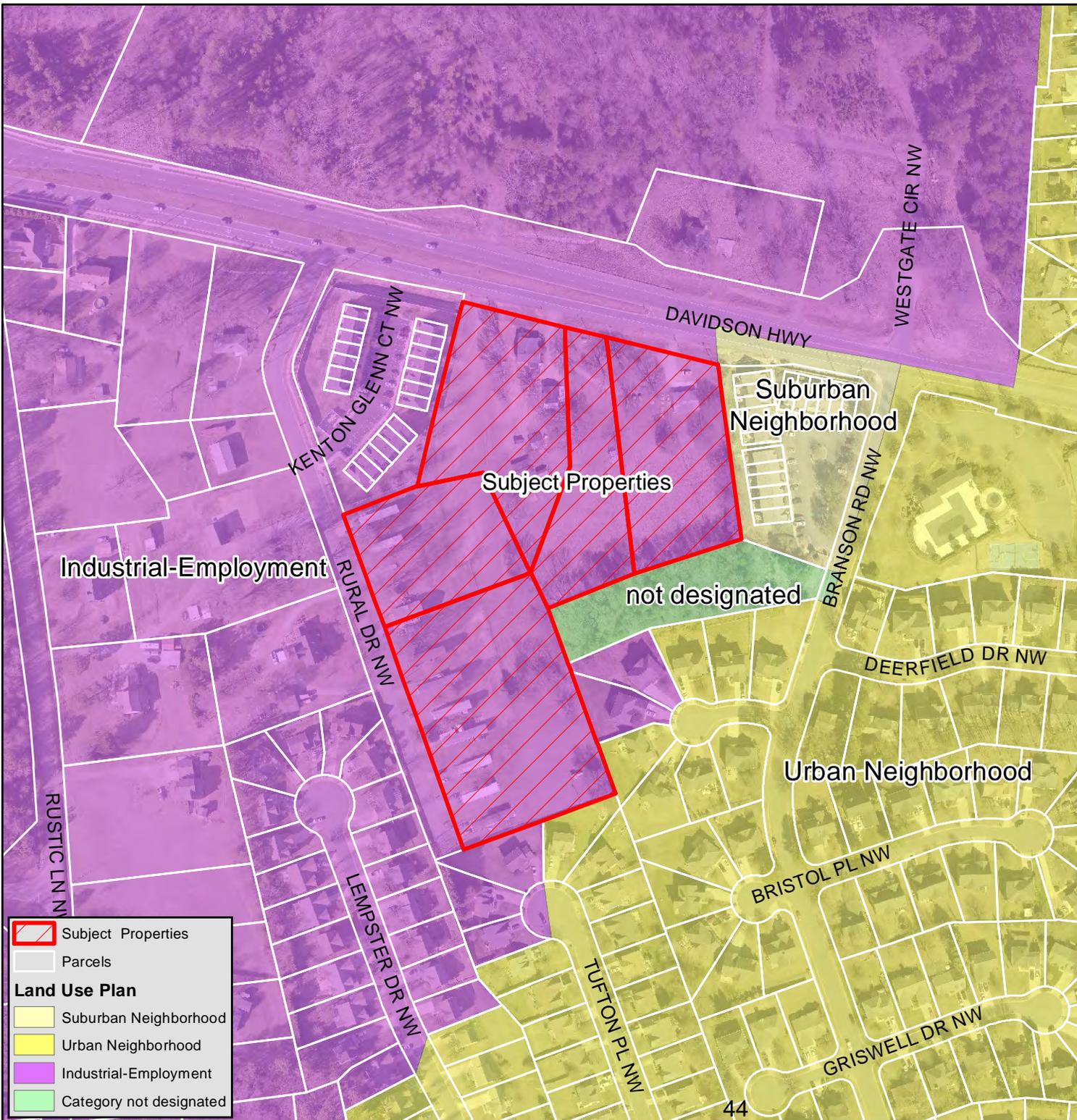
4145 Davidson Hwy
PINs: 5601-86-5796, 5601-86-7834,
5601-86-8679, 5601-86-4583, 5601-86-6204



**Z(CD)-03-22
LAND USE PLAN**

**Rezoning application
C-2 (General Commercial) to
RC-CD (Residential Compact
- Conditional District)**

4145 Davidson Hwy
PINs: 5601-86-5796, 5601-86-7834,
5601-86-8679, 5601-86-4583, 5601-86-6204



MEETING DATE:

September 8th 2022

BACKGROUND:

The Planning and Zoning Commission heard the petition for case Z(CD)-03-22 at their August 16th, 2022 meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map NOT be amended from City of Concord General Commercial (C-2) to City of Concord Residential Compact (RC-CD) and NOT to amend the 2030 Land Use Plan to reclassify the parcel from “Industrial/Employment” to “Urban Neighborhood.”

The property was annexed on an involuntary basis with an effective date of June 30, 1992 as part of a larger annexation. The initial applicant request in this case is for 117 apartments and 6,000 square feet of commercial space, as considered by the Planning and Zoning Commission.

Between the Planning and Zoning Commission meeting and City Council Hearing, the applicant has offered additional conditions that would limit the development to 90 apartments and 4,599 square feet of commercial space. Substantive changes from the rezoning plan presented to the Planning and Zoning Commission to the one requested of Council include: reducing the units from 117 to 90 through the removal of one building, increasing the open space from 20% to 34%, reducing the commercial from 6,000 square feet to 4,599 square feet of retail, and moving the dumpster further from adjacent residential. The site plan date for the revision is 8/26/22. The revised plan has not been reviewed by the Development Review Committee, but essentially involves the removal of one building, the inclusion of a public turnaround, and reroute of the access drive.

Hwy 73 is over capacity as outlined in the P&Z Staff Report in the existing conditions scenario, prior to any redevelopment of the site. The applicant has provided a Traffic Impact Analysis (TIA) that reflects the impact of a hypothetical by-right (C-2) development on the site in comparison to the multi-family request. At 117 units and 6,000 square feet of retail, the proposed development would generate 1,523 daily trips as opposed to 5,596 trips that would be generated with 90,000 sq. ft. of retail. City Transportation has conditioned their review on the approval of traffic impacts by City Council. City Council has authorized the preliminary sewer allocation for the multi-family and non-residential components of the plan on 7/19/22.

The current future land use plan designation is “Industrial/Employment;” however, the property is adjacent to the Oak Park Neighborhood, Oak Park Townhomes, and Kenton Glenn Townhomes among other residential uses to the south of the project. The proposed development would require a Land Use Plan amendment to Urban Neighborhood for consistency with the 2030 Land Use Plan.

The following conditions are recommended for the rezoning case.

Recommended Conditions

1. Compliance with Sheets RZ-1.0 and RZ-2.0 of the “Zoning Plan Amendment” with revision date of ~~6/17/22~~ 8/26/22.
2. The subject plan is not designed to construction drawing standards and therefore, any intended or perceived deviation from technical standards of the plan shall not constitute approval to deviate from, or negate, technical standards within the Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.
3. No more than ~~117~~ 90 multi-family units shall be developed.
4. The commercial uses are limited to convenience retail, O-I, B-1, and C-1 uses, and restaurants as an accessory to the multi-family development up to 5% of the gross floor area development.
5. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies
6. To accommodate the Fire Department aerial apparatus requirement, a building yard width reduction to 6 feet is allowed where it is necessary to remain below the 30-foot maximum distance between building edge and parking spot ends. Remaining landscaping not practical to be placed in reduced building yards to be relocated to common open space or perimeter buffers.
7. NCDOT required improvements or site plan revisions shall not reduce the minimum width or planting densities of required landscape, except as stated for the building yards in item #6.
8. City of Concord Transportation Department approval on the condition that Concord City Council approves the traffic impacts which have been shown in the TIA.

The Planning and Zoning Commission unanimously adopted the Statement of Consistency, listed below, at their July 19th public hearing. Council may adopt the same statement, modify it, or adopt an entirely new Statement of Consistency.

Statement of Consistency (as Recommended by Planning and Zoning Commission)

- The subject property is approximately +/- 7.66 acres and is currently zoned C-2 (General Commercial).
- The subject property was annexed on June 30, 1992, and is currently occupied by a single-family home, a garage building and 11 mobile homes

- The proposed zoning amendment is not consistent with the City of Concord's 2030 Land Use Plan; however, the property is adjacent to areas developing as single-family attached and single-family detached. The proposed development would be consistent with the City of Concord's Urban Neighborhood designation as RC (Residential Compact) and conditional district variations are considered corresponding zoning classifications to the Urban Neighborhood Land Use Category. The proposed zoning is comparable to existing and proposed surrounding land uses.
- The zoning amendment is not reasonable and not in the public interest due to the existing and proposed vehicular capacity along Davidson Hwy (NC Hwy 73) between International Dr and Central Dr. Furthermore, the proposed site plan demonstrates maximum allowable density with minimum required open space.

If City Council intends to deny, the Denial should be modified thus:

- The zoning amendment is not reasonable and not in the public interest due to the existing and proposed vehicular capacity along Davidson Hwy (NC Hwy 73) between International Dr and Central Dr.

OR (if approving):

- The zoning amendment is reasonable and in the public interest as it would add an additional housing type to the area, along with limited retail. Multi-family housing is not currently found within the general vicinity and thus the proposal would increase housing type options.

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SITE DEVELOPMENT DATA

ACREAGE:	7.85 AC ± (342,251 SF) -6125 SF DEDICATED RIGHT OF WAY (RURAL DR) 7.71 AC ± NET TOTAL (336,126 SF)
TAX PARCEL #S:	560186-5796, -7634, -8679, -4583 AND -6204
EXISTING ZONING:	C-2
PROPOSED ZONING:	RC (CD)
EXISTING LAND USE:	MANUFACTURED HOME PARK & SINGLE FAMILY
FUTURE LAND USE DESIGNATION:	MULTI-FAMILY AND RETAIL
UNITS ALLOWED:	117 UNITS
UNITS PROPOSED:	90 UNITS
MAX DENSITY:	15 DWELLING UNITS PER ACRE (15.0 DUA)
PROPOSED DENSITY:	11.46 DUA
REQUIRED OPEN SPACE:	20% (1.39 AC ACTIVE OPEN SPACE)
PROVIDED OPEN SPACE:	2.02 AC ACTIVE OPEN SPACE (87,830 SF or 28%) +0.54 AC PASSIVE OPEN SPACE (23,441 SF) 2.56 AC OPEN SPACE PROVIDED (33%)
REQUIRED BUFFER:	8' TYPE A BUFFER YARD ADJACENT TO SINGLE FAMILY (RC) 20' TYPE C BUFFER ADJACENT TO RETAIL (C-2)
BUILDING SETBACK:	20' STREET SIDE 20' INTERIOR SIDE 20' REAR
BUILDING DATA	
BUILDING HEIGHT:	35' MAXIMUM - 3 STORY MAX
BUILDING SEPARATION:	25' MIN
BUILDING TYPE:	VB
BUILDING FLOOR AREA:	#1: 30,660 SF +/- #2: 30,660 SF +/- #3: 30,660 SF +/- #4: 4599 SF (5% MAX RESIDENTIAL BLDG FLOOR AREA)
TOTAL FLOOR AREA:	96,579 (91,980 SF + 4599 SF)
PARKING SPACES REQUIRED:	1.5 PER UNIT = 135 1:300 RETAIL SF = 17
PARKING SPACES PROVIDED:	211 SPACES
IMPERVIOUS AREAS	
BUILDINGS:	169,415 SF +/- TOTAL
ASPHALT:	38,259 SF +/-
SIDEWALK:	102,550 SF +/-
AMENITY:	12,606 SF +/-
	16,000 SF +/-

A. General Provisions

- These Development Standards form a part of the Zoning Plan Amendment associated with the Rezoning Application filed by NAVA Realty, LLC (the "Applicant") to accommodate the development of a residential community on that approximately 7.85 acre site located on NC Hwy 73, which site is more particularly depicted on R21.0 (the "Site").
- Development of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the City of Concord Unified Development Ordinance (the "Ordinance").
- Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RC zoning district shall govern the development and use of the Site.
- Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of the Ordinance. Alterations to the Rezoning Plan are subject to the Ordinance.

B. Permitted Uses/Development Limitations

The Site may be devoted only to a residential community containing a maximum of 90 dwelling units and 4599 SF retail including any incidental and accessory uses relating there to that are allowed in the RC zoning district.

C. Transportation

- Vehicular access to the Site shall be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Concord Department of Transportation ("CDOT") and the North Carolina Department of Transportation ("NCDOT").
- As depicted on the rezoning plan, the site will be served by private driveways, and minor adjustment to the location of the driveway shall be allowed during the construction permitting process.
- If necessary, the petitioner shall dedicate via fee simple conveyance of all rights of way to the City before the site's first building certificate of occupancy is issued. All transportation improvements will be approved and constructed before the site's first building certificate of occupancy is issued.

D. Architectural Standards

- The maximum height in feet of any building to be located on the site shall be 35 feet.
- The actual widths of the dwelling units may vary from any widths depicted on the Rezoning plan.

E. Streetscape and Landscaping

- A minimum eight (8) foot wide planting strip and a minimum five (5) foot wide sidewalk shall be installed along the existing public streets (Rural Drive and Hwy 73) abutting the property frontage as generally depicted on the Rezoning Plan.
- In areas where 26' wide aerial access lanes are required by Concord Fire, the Developer shall be permitted to reduce the building yard to 6' wide provided the same number of plants normally required per the UDO will be provided elsewhere on the site.

F. Open Space

Petitioner intends to comply with the Ordinance. Open space shall be improved with landscaping and seating.

G. Binding Effect of the Rezoning Documents and Definitions

- If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.
- Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Rezoning Application is approved.



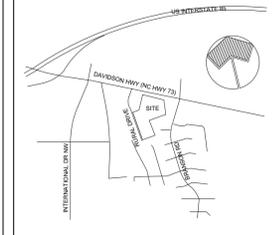
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CLIENT / OWNER
DAVIDSON MEADOWS
712 COPPERTREE LANE
WAXHAW, NC 28173
704-706-4851

DAVIDSON MEADOWS

DAVIDSON MEADOWS

DAVIDSON MEADOWS



DAVIDSON MEADOWS

4145 DAVIDSON HIGHWAY
CONCORD, NC 28027

PROJECT NUMBER
21061
DATE
04-25-22

ISSUED FOR

NO.	DATE	DESCRIPTION	BY
5-25-22		PER CITY COMMENTS	DBS
6-17-22		RETAIL FOOTPRINT	DBS
8-23-22		DELETE APT BLDG	DBS
8-24-22		REV PKG LAYOUT	DBS
8-26-22		ADD CUL DE SAC/ REV COS CALCS	DBS

PROJ. MANAGER: B.S.
DRAWN BY: KTD
CHECKED BY: B.S.

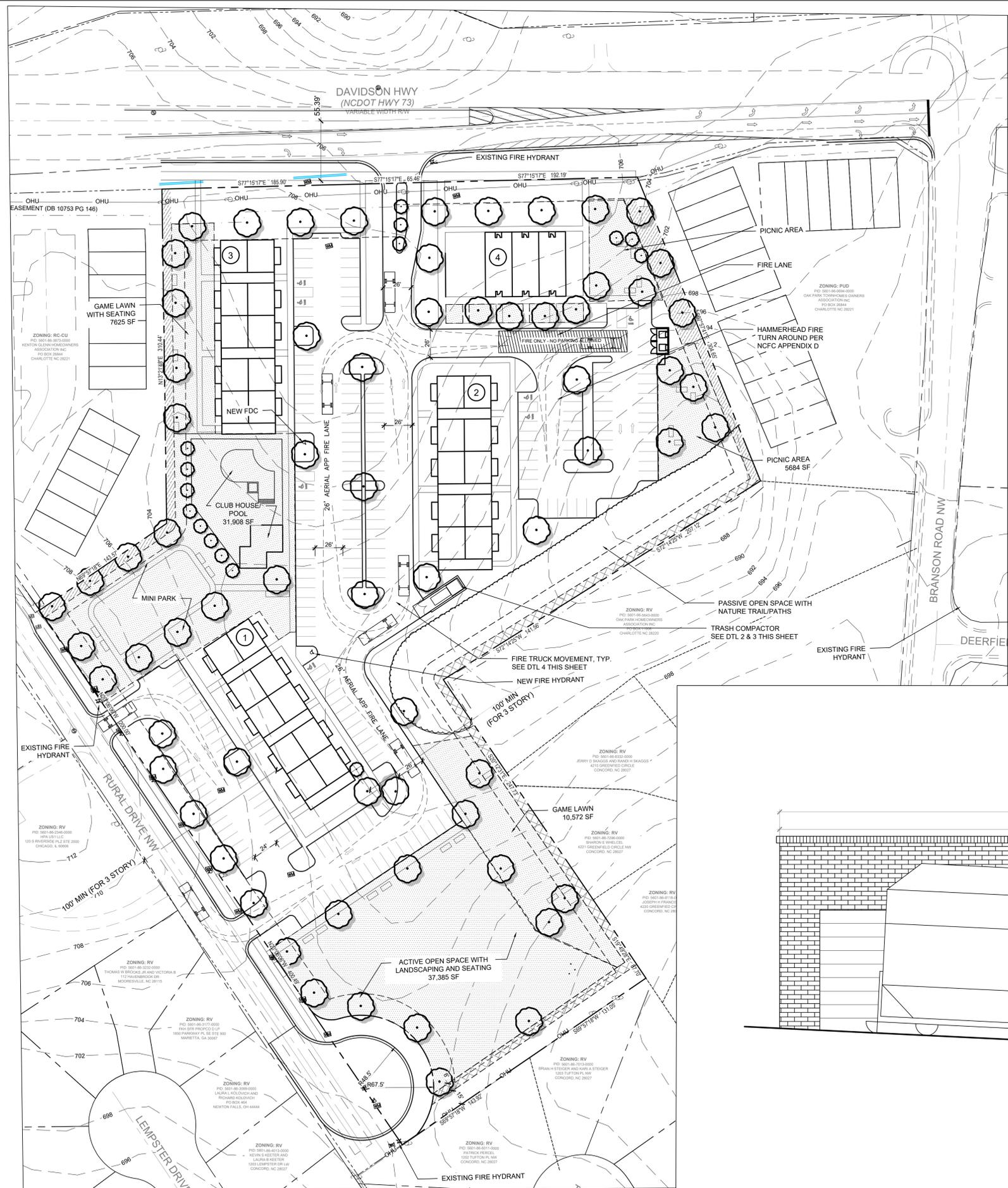
SCALE

SCALE: 1" = 50'

DRAWING:
ZONING PLAN AMENDMENT

RZ-1.0

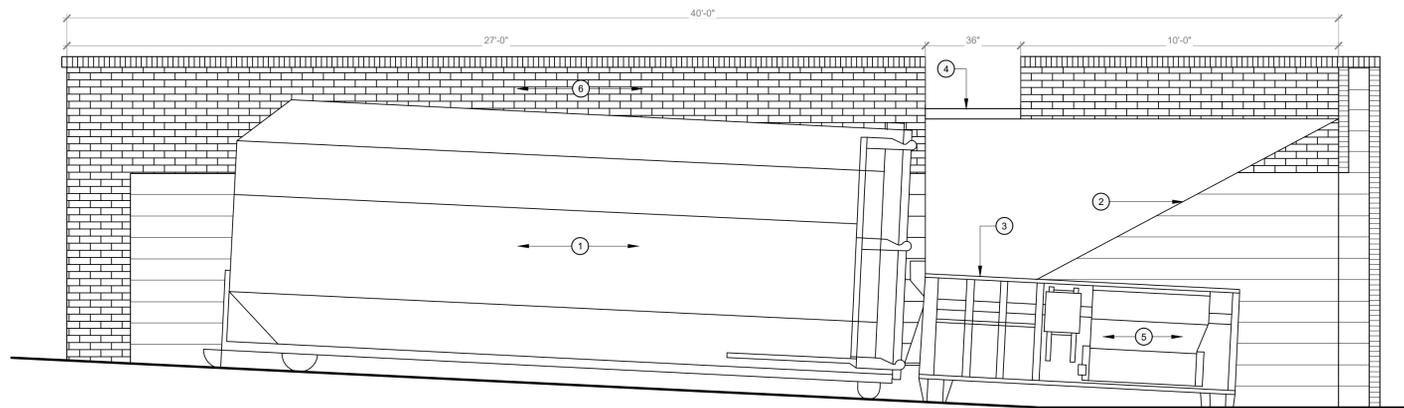
Plotfile: C:\DPR_Dropbox\Projects\Active\2021\21061 Davidson Apartments--Nova Realty--Concord\CAD SHEETS\SITE REZONING PLAN\21061--BASE MANUAL.dwg / 8/26/2022 6:09 PM
 C:\DPR_Dropbox\Projects\Active\2021\21061 Davidson Apartments--Nova Realty--Concord\CAD SHEETS\SITE REZONING PLAN\21061--BASE MANUAL.dwg, 8/26/2022 6:09 PM, 1889x9



1 OPEN SPACE PLAN AND FIRE LADDER TRUCK MOVEMENT
NTS



2 TYPICAL COMPACTOR - SIDE ELEVATION
ELEVATION

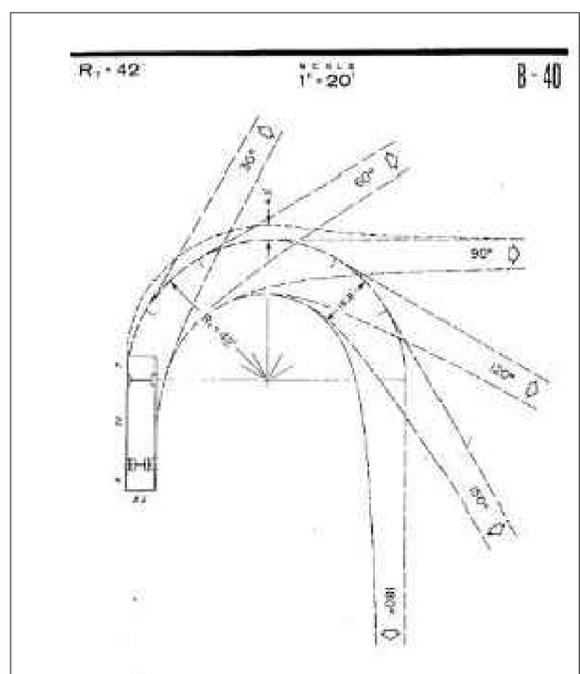


NOTES:

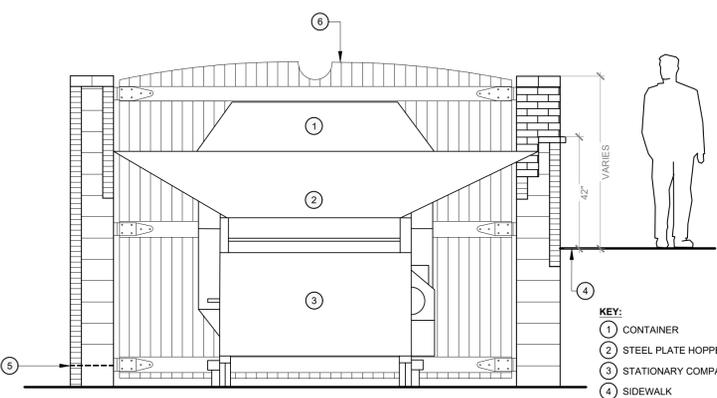
1. STEEL PLATE HOPPER TO BE CONSTRUCTED AND ATTACHED SO THAT IT REMAINS ON SITE DURING TRASH REMOVAL.
2. DO NOT ATTACH HOPPER DIRECTLY TO MASONRY WALL.
3. HOPPER HEIGHT TO BE A MIN. OF 54" (4' - 6") ABOVE BASE GRADE.
4. SEE CIVIL DWGS FOR STORM DRAINAGE (OR SANITARY CONNECTION) AS REQUIRED BY LOCAL CODES.
5. SEE CIVIL ENGINEER DWGS FOR CONNECTION OR FREEZE PROOF YARD HYDRANT.
6. ALL EQUIPMENT SHALL BE SINGLE PHASE ELECTRIC, TO BE COORDINATED WITH MFR AND ELECTRICAL CONTRACTOR.
7. STATIONARY COMPACTOR TO BE RJ-225 ON SITE COMPACTOR BY MARATHON EQUIPMENT CO.
8. CONTAINER TO BE RJ-40 OCVL ROLL-OFF OCTAGON.
9. COMPACTION CONTAINER BY MARATHON EQUIPMENT CO.

KEY:

- 1 CONTAINER
- 2 STEEL PLATE HOPPER
- 3 OPENING, HOPPER OPENING TO BE COORDINATED WITH STATIONARY COMPACTOR OPENING
- 4 42" HIGH OPENING AT SIDEWALK CONNECTION
- 5 STATIONARY TRASH COMPACTOR
- 6 MASONRY VENEER, SPLIT FACE CMU OR BRICK TO MATCH BUILDING(S)



4 B-40 FIRE LADDER TRUCK MOVEMENT
NTS



3 TYPICAL COMPACTOR SECTION
NTS



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urban design . landscape architecture
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NC Firm License # C-0560

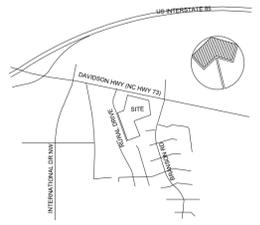
CLIENT / OWNER
DAVIDSON MEADOWS
712 COPPER TREE LANE
WAXHAW, NC 28173
704-706-4851

DAVIDSON MEADOWS

DAVIDSON MEADOWS

DAVIDSON MEADOWS

KEY MAP



PROJECT

DAVIDSON MEADOWS

4145 DAVIDSON HIGHWAY
CONCORD, NC 28027

PROJECT NUMBER
21061

DATE
04-25-22

ISSUED FOR

REVISIONS

NO.	DATE	DESCRIPTION	BY
5-25-22		PER CITY COMMENTS	DBS
6-17-22		RETAIL FOOTPRINT	DBS
8-23-22		DELETE APT BLDG	DBS
8-24-22		REV PKG LAYOUT	DBS
8-26-22		ADD CUL-DE-SAC / REV COS CALCS	DBS

PROJ. MANAGER: B.S.
DRAWN BY: KTD
CHECKED BY: B.S.

SCALE

SCALE
1" = 50'

DRAWING
ZONING PLAN AMENDMENT

RZ-2.0

TRIP GENERATION REPORT

Davidson Apartments

Concord, NC

*Prepared for
Nava Realty, LLC*





Trip Generation Report

Davidson Apartments Concord, NC

Prepared for
Nava Realty, LLC
August 26, 2022

Report by: Tou Lee, E.I.

Reviewed by: Erin Govea, P.E.



This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of, or improper reliance on, this document by others without written authorization and adaptation by DAVENPORT shall be without liability to DAVENPORT and shall be a violation of the agreement between DAVENPORT and the client.

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Charlotte, NC 28273
Main: 704.200.2864

Serving the Southeast since 2002



August 26, 2022

Vamsheedhar Devarishati
 Nava Realty, LLC
 Email: vdevarishati@gmail.com
 Phone: (704) 706-4851

RE: Transportation Engineering Services – Davidson Apartments in Concord, NC
 (DAVENPORT Project Number 210625)

Dear Mr. Devarishati:

Per your request, DAVENPORT has conducted a trip generation review for the proposed Davidson Apartments located on the south side of NC 73 between Rural Drive and Branson Road in Concord, North Carolina. A traffic impact analysis (TIA) was completed by DAVENPORT dated March 11, 2022. At the request of City Council, the purpose of this memorandum is to show the trip comparison of the proposed development and the potential by-right trips based on data given by Nava Realty, LLC.

Based on discussion with Nava Realty, the potential by-right use is approximately 90,000 square feet of retail space. The current development proposes a revised land use of approximately 117 multi-family apartments and 6,000 square feet of retail space.

The trip generation potential of the by-right land use and the currently proposed land use was computed based on rates and equations from the ITE *Trip Generation Manual 10th Edition*, in accordance with NCDOT Congestion Management standards.

The estimated trips generated for each scenario are shown in Table 1.

Table 1 - Trip Generation Comparison									
Average Weekday Driveway Volumes					24 Hour	AM Peak Hour		PM Peak Hour	
					Two-Way				
<u>By-Right Land Use</u>	<u>ITE LUC</u>	<u>Size</u>		<u>Method/Type</u>	<u>Volume</u>	<u>Enter</u>	<u>Exit</u>	<u>Enter</u>	<u>Exit</u>
Retail	820	90.0	1000 GLA	Adjacent/Equation	5,596	122	75	241	262
<u>Proposed Land Use</u>	<u>ITE LUC</u>	<u>Size</u>		<u>Method/Type</u>	<u>Volume</u>	<u>Enter</u>	<u>Exit</u>	<u>Enter</u>	<u>Exit</u>
Apartments	221	117	Dwelling Units	Adjacent/Equation	636	10	30	32	20
Retail	820	6.0	1000 GLA	Adjacent/Equation	887	96	59	33	35
Trip Generation Difference (Proposed Minus By-Right)					-4,073	-16	14	-176	-207

The proposed development has a potential to generate 1,523 daily trips onto the surrounding roadway system with 195 AM peak hour trips (106 entering, 89 exiting) and 120 PM peak hour trips (65 entering, 55 exiting).

The results in Table 1 indicate the proposed land use has a lower trip generation than that which was considered as the by-right potential. These trips are unadjusted trips and land use such as retail and apartment combined satisfies the criteria of a “multi-use” development. These trips can be reduced using the NCHRP 684 Internal Trip Capture Estimation Tool provided by NCDOT. Similarly, retail generate what are called “pass-by” trips and these trips can also be reduced further. The adjusted trips and additional information can be found in the Supporting Documents.

This report provided a trip generation comparison review for the Davidson Apartments located in Concord, NC. Please let us know if you need additional information.

SUPPORTING DOCUMENTS

Table A - Trip Generation By-Right									
Average Weekday Driveway Volumes					24 Hour	AM Peak Hour		PM Peak Hour	
					Two-Way	Enter	Exit	Enter	Exit
By-Right Land Use	ITE LUC	Size		Method/Type	Volume	Enter	Exit	Enter	Exit
Retail	820	90.0	1000 GLA	Adjacent/ Equation	5596	122	75	241	262
Total Unadjusted Trips					5,596	122	75	241	262
<i>Pass-by Reduction</i>									
LUC 820: Retail (34% PM)					-	-	-	-86	-86
Total Pass-By Trips					-	0	0	-86	-86
Total Adjusted (Primary) Trips					5,596	122	75	155	176

Table B - Trip Generation Proposed									
Average Weekday Driveway Volumes					24 Hour	AM Peak Hour		PM Peak Hour	
					Two-Way	Enter	Exit	Enter	Exit
Proposed Land Use	ITE Land Code	Size		Method/Type	Volume	Enter	Exit	Enter	Exit
Apartments	221	117	Dwelling Units	Adjacent/ Equation	636	10	30	32	20
Retail	820	6.0	1000 GLA	Adjacent/ Equation	887	96	59	33	35
Total Unadjusted Trips					1,523	106	89	65	55
<i>Internal Capture Reduction</i>									
LUC 820: Retail					-	0	0	-2	-7
LUC 221: Residential					-	0	0	-7	-2
Total Internal Capture Trips					-	0	0	-9	-9
<i>Pass-by Reduction</i>									
LUC 820: Retail (34% PM)					-	-	-	-10	-10
Total Pass-By Trips					-	0	0	-10	-10
Total Adjusted (Primary) Trips					1,523	106	89	46	36

Table C - Trip Generation Comparison									
By-Right Total Adjusted (Primary) Trips					5,596	122	75	155	176
Proposed Total Adjusted (Primary) Trips					1,523	106	89	46	36
Trip Generation Difference (Proposed Minus By-Right)					-4,073	-16	14	-109	-140

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Davidson Apartments	Organization:	DAVENPORT
Project Location:	Concord, NC	Performed By:	Tou Lee
Scenario Description:		Date:	8/24/2022
Analysis Year:	2022	Checked By:	
Analysis Period:	AM Street Peak Hour	Date:	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips ³		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	6	Th.GLA	155	96	59
Restaurant				0		
Cinema/Entertainment				0		
Residential	221	117	D. U.	40	10	30
Hotel				0		
All Other Land Uses ²				0		
				195	106	89

Table 2-A: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. ⁴	% Transit	% Non-Motorized	Veh. Occ. ⁴	% Transit	% Non-Motorized
Office	1.10	0%	0%	1.10	0%	0%
Retail	1.10	0%	0%	1.10	0%	0%
Restaurant	1.10	0%	0%	1.10	0%	0%
Cinema/Entertainment	1.10	0%	0%	1.10	0%	0%
Residential	1.10	0%	0%	1.10	0%	0%
Hotel	1.10	0%	0%	1.10	0%	0%
All Other Land Uses ²	1.10	0%	0%	1.10	0%	0%

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail	0					
Restaurant	0	0				
Cinema/Entertainment	0	0	0			
Residential	0	0	0	0		
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	215	117	98
Internal Capture Percentage	0%	0%	0%
External Vehicle-Trips ⁵	195	106	89
External Transit-Trips ⁶	0	0	0
External Non-Motorized Trips ⁶	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	0%	0%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	0%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

³Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

⁴Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made to Tables 5-A, 9-A (O and D). Enter transit, non-motorized percentages that will result with proposed mixed-use project complete.

⁵Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.

⁶Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Davidson Apartments	Organization:	DAVENPORT
Project Location:	Concord, NC	Performed By:	Tou Lee
Scenario Description:		Date:	8/24/2022
Analysis Year:	2022	Checked By:	
Analysis Period:	PM Street Peak Hour	Date:	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips ³		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	820	6	Th.GLA	68	33	35
Restaurant				0		
Cinema/Entertainment				0		
Residential	221	117	D. U.	52	32	20
Hotel				0		
All Other Land Uses ²				0		
				120	65	55

Table 2-P: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. ⁴	% Transit	% Non-Motorized	Veh. Occ. ⁴	% Transit	% Non-Motorized
Office	1.10	0%	0%	1.10	0%	0%
Retail	1.10	0%	0%	1.10	0%	0%
Restaurant	1.10	0%	0%	1.10	0%	0%
Cinema/Entertainment	1.10	0%	0%	1.10	0%	0%
Residential	1.10	0%	0%	1.10	0%	0%
Hotel	1.10	0%	0%	1.10	0%	0%
All Other Land Uses ²	1.10	0%	0%	1.10	0%	0%

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail					1400	
Restaurant						
Cinema/Entertainment						
Residential		1400				
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	8	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	2	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	132	71	61
Internal Capture Percentage	15%	14%	16%
External Vehicle-Trips ⁵	102	56	46
External Transit-Trips ⁶	0	0	0
External Non-Motorized Trips ⁶	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	6%	21%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	23%	9%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

³Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

⁴Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made.

⁵Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

⁶Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Trip Generation Summary

Alternative: Alternative 1

Phase:

Open Date: 8/23/2022

Project: Davidson Apt By-Right

Analysis Date: 8/23/2022

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
820	CENTERSHOPPING 1 90 1000 Sq. Ft. GLA		2798	2798	5596		122	75	197		241	262	503
Unadjusted Volume			2798	2798	5596		122	75	197		241	262	503
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		86	86	172
Volume Added to Adjacent Streets			2798	2798	5596		122	75	197		155	176	331

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION 10, TRAFFICWARE, LLC

P. 1

Trip Generation Summary

Alternative: Alternative 1

Phase:

Open Date: 8/23/2022

Project: Davidson Apt

Analysis Date: 8/23/2022

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic					
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
221	MID-RISE 1 117 Dwelling Units		318	318	636		10	30	40		32	20	52
820	CENTERSHOPPING 1 6 1000 Sq. Ft. GLA		444	443	887		96	59	155		33	35	68
Unadjusted Volume			762	761	1523		106	89	195		65	55	120
Internal Capture Trips			0	0	0		0	0	0		12	12	24
Pass-By Trips			0	0	0		0	0	0		10	10	20
Volume Added to Adjacent Streets			762	761	1523		106	89	195		43	33	76

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 20 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION 10, TRAFFICWARE, LLC

P. 1

Meeting Date

September 8th, 2022

Annexation Staff Report

The subject request is a voluntary annexation petition for +/- 2.029 acres of property located as a portion of PIN 5622-65-8770 on Copperfield Blvd., owned by Copperfield, Inc. A map has been provided depicting the property's location.

The property in question is part of a larger overall site, owned by Copperfield, Inc., that has been in the City of Concord Extraterritorial Jurisdiction (ETJ). The subject request is only for the DairiO portion. The petitioner has requested annexation for the purpose of proceeding with the development of the DairiO, which was allocated sewer on July 19, 2022 by City Council. There is also a portion of the site that is proposed as a Tim Marburger dealership, but that is not included as part of this annexation request: the developer anticipates applying for piecemeal annexations as tenants are arranged for the site. The site plan reflects a +/- 5,120 sq. ft. restaurant with 71 parking spaces. No rezoning is required for the proposed use. The subject parcels are located within the Mixed Use Activity Center Land Use Category of the 2030 Land Use Plan, and although no rezoning is required, C-2 (General Commercial), is a corresponding zoning district. After annexation, the project will be able to move directly into the Plan Review process since it has the correct zoning and a sewer allocation.

As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No substantial comments were returned. Planning Staff has advised the petitioner that it would be more advantageous to annex all of the remaining property at one time instead of pursuing multiple annexations.



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

<u>Section A</u> 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><u>Required</u> – 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 <u>and</u> 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/qisdataexplorer/</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/qisdataexplorer/</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>.</p> <p>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>
	<p>Statement of vested rights claimed, if any.</p>
	<p>\$300.00 Application Fee</p>
✓	<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, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.</p>
<p><u>Optional</u>, but will assist in the steps following the annexation process</p>	
	<p><u>Section E (Supplemental Information)</u></p>
✓	<p>Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan</p>
✓	<p>Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)</p>
✓	<p>List of Current Adjacent Property Owners</p>

*encl
to start*

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 Dairi-0

Street Address

Cabarrus County Property Identification Number(s) list below A Portion of existing parcel

P.I.N. <u>P/O</u> <u>5622658770</u>	P.I.N.	P.I.N.
P.I.N.	P.I.N.	P.I.N.

Acreage of Annexation Site 2.029

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

Person to contact if there are questions about the petition

Name Craig Craver Copperfield INC.

Address 555 Lake Lynn rd Concord NC 28025

Phone 980 521 1419 Fax # Email CCRAVER44@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.

See Attached

Section D Annexation Petition	
State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina	
Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:	
	Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or
	Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.
Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.	
Do you declare such vested rights for the property subject to this petition? Yes ___ No ___	
If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.	
Signed this <u>9th</u> day of <u>May</u> , 20 <u>22</u> by the owners of the property described in Section C.	
Owner's Signature(s) Include signatures of new owners if ownership will change during the annexation process. Indicate if owner is signing on behalf of legal entity and in what capacity.	
Print Name <u>Craig Craver for Copperfield Inc.</u>	Phone <u>980 521 1419</u>
Address <u>555 Lake Lynn rd Concord NC 28025</u>	
Signature <u>[Signature] UP Copperfield Inc.</u>	Date <u>5/4/22</u>
Print Name _____	Phone _____
Address _____	
Signature _____	Date _____
Print Name _____	Phone _____
Address _____	
Signature _____	Date _____
Print Name _____	Phone _____
Address _____	
Signature _____	Date _____
Print Name _____	Phone _____
Address _____	
Signature _____	Date _____
A notary statement must be completely filled out for each signature.	

PETITION MUST BE NOTARIZED

State of: NORTH CAROLINA
County of: CABARRUS

Use this section for individual landowners.

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

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

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

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

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

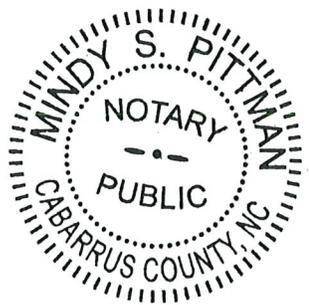
Witness my hand and official seal this 4TH day of May, 2022

[Signature]
Notary Public

My commission expires 12/10/2022

[SEAL of Notary Public]

Notary's Stamp:



Section E Supplemental Information

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

Acreage of Area										2.029 AC				
Current Population of Area														
Current Zoning of Area										In ETS C-2				
Desired City Zoning of Area														
Proposed Use (i.e. residential, commercial, or industrial)										Commercial				
Estimated Total Value of Residential Units for the Proposed Development														
Total Proposed Number of Dwelling Units														
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)														
Year 1		Year 2		Year 3		Year 4		Year 5						
Estimated Total Value of Business Units for the Entire Proposed Development														
Commercial Value					Industrial Value					Other (not-for-profit) Value				
Proposed Number of Commercial														
Year 1	2	Year 2		Year 3		Year 4		Year 5						
Proposed Number of Industrial														
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Other (not-for-profit)?														
Year 1		Year 2		Year 3		Year 4		Year 5						

Section E (continued) Supplemental Information

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

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

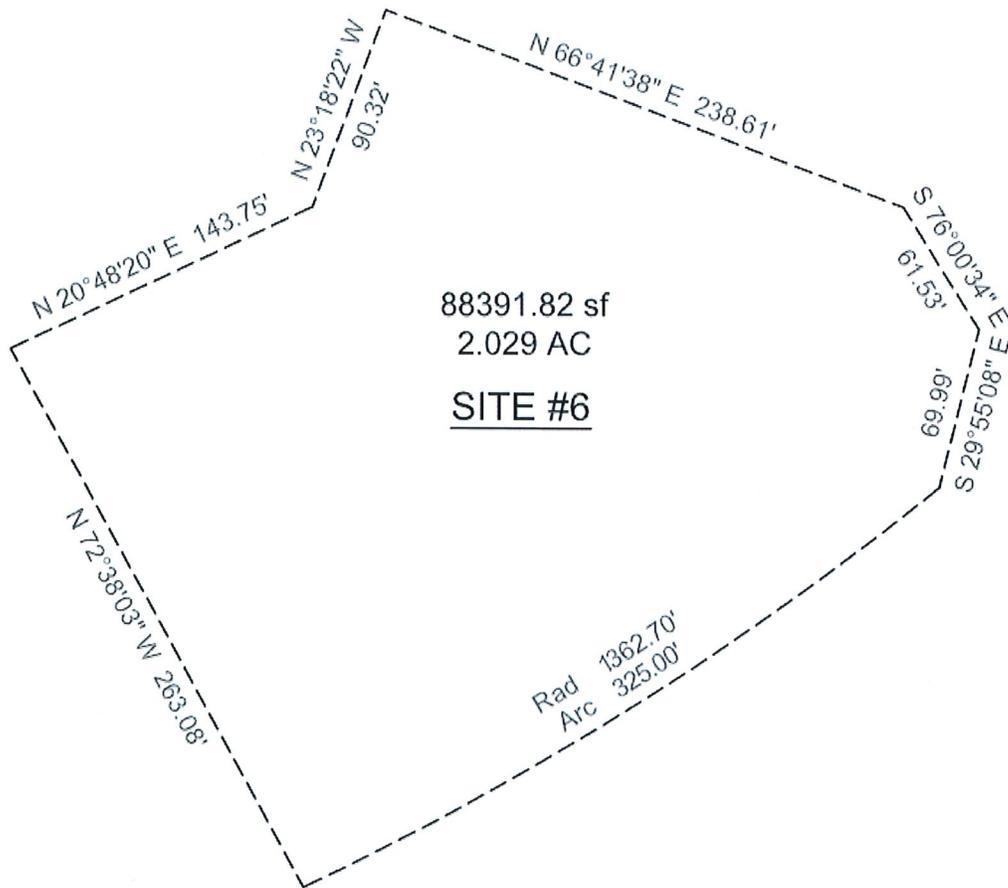
Sewer Information									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)									
Number of services installed by developer (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of services requested (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage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

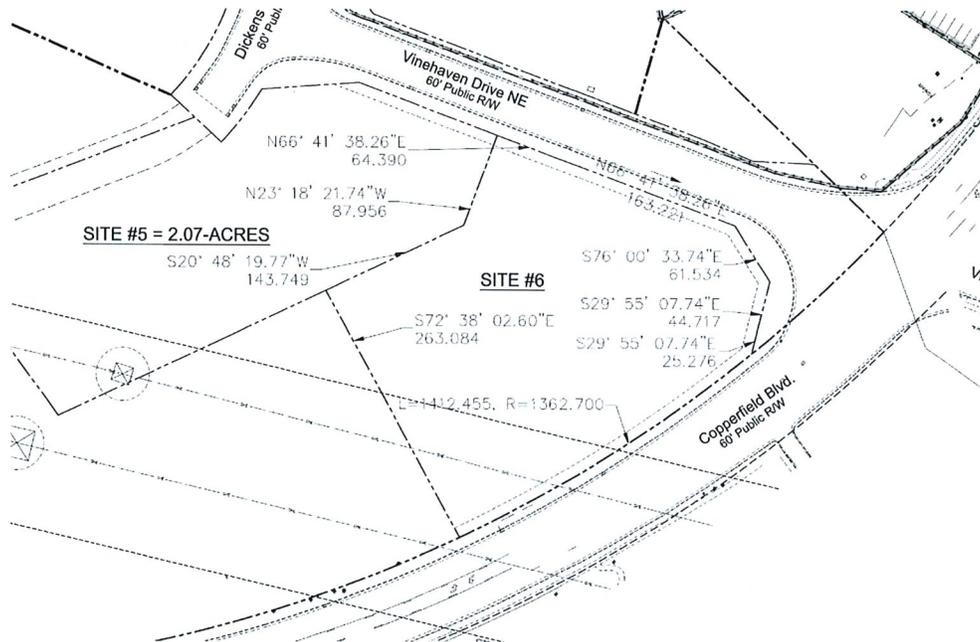
Exhibit A

Site #6

Beginning at a point, said point being located on the northern right-of-way of Copperfield Blvd. (60' Public R/W), thence through the property of now or formerly Copperfield, Inc. (Deed Bk. 4021, Pg. 219), the following three (3) calls: (1) N 72°38'03" W 263.08 feet to a point; (2) N 20°48'20" E 143.75 feet to a point; (3) N 23°18'22" W 90.32 feet to a point, said point being located on the southern right-of-way of Vinehaven Drive NE (60' Public R/W), thence with the southern right-of-way of Vinehaven Drive NE (60' Public R/W) the following three (3) calls: (1) N 66°41'38" E 238.61 feet to a point; (2) S 76°00'34" E 61.53 feet to a point; (3) S 29°55'08" E 69.99 feet to a point, said point being located at the intersection of the southern right-of-way of Vinehaven Drive NE (60' Public R/W) and the northern right-of-way of Copperfield Blvd. (60' Public R/W)' thence with the northern right-of-way of Copperfield Blvd. (60' Public R/W), with a curve to the right, having a radius of 1362.70 feet and an arc of 325.00 feet to the POINT AND PLACE OF BEGINNING and containing 2.029 AC.

Exhibit B





11693

BOOK 618 PAGE 131
Dec 23 2 19 PM '86 618 PAGE 131

NORTH CAROLINA
CABARRUS COUNTY

GENERAL WARRANTY DEED

THIS DEED, made this the 19th day of December, 1986, by and between

MARY M. MORGAN and husband, CHARLES S. MORGAN, JR.; KATHERINE M. LANIER and husband, BUREN I. LANIER; VIRGINIA M. FAGGART and husband, RAY FAGGART, JR.; BERTIE P. FEINSTEIN (Widow); Y. DUDLEY POOLE, JR. and wife, SYBLE E. POOLE; JAMES D. POOLE and wife, DOROTHY G. POOLE; LEON P. ALLMAN and wife, PATSY W. ALLMAN; SARAH A. FORBES and husband, RODNEY R. FORBES; RUBY A. WOMACK and husband, ROBERT E. WOMACK; PAULINE A. SURACI and husband, ALFRED SURACI; MABLE S. WILLIAMS and husband, KARLTON WILLIAMS; CHARLES A. STIREWALT and wife, MELBA K. STIREWALT; FREDRICK M. STIREWALT and wife, SANDRA STIREWALT; LAURA M. DAYVAULT and husband, J. O. DAYVAULT; J. MILTON MURPH (Widower); and ELIZABETH M. BASINGER (Widow), by EVERETTE L. MURPH, their Attorney-in-Fact; EVERETTE L. MURPH and wife, ARLEENE N. MURPH (Individually); EVERETTE L. MURPH, Executor of the Estate of MARY MURPH STIREWALT; JAMES D. POOLE, Executor of the Estate of MATTIE M. POOLE; and FIRST CHARTER NATIONAL BANK (formerly Citizens National Bank), Executor of the Estate of C. W. MURPH; Grantor,

to

COPPERFIELD, INC., Grantee,



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

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

Being a tract of land lying on the southwestern side of Earnhardt Road (S.R. 2126) and on both sides of Interstate Highway 85, being the property of the J. D. Murph Heirs, and being shown on a map entitled "Boundary Survey of J. D. Murph Estate and a Portion of the H. S. Cook Property" as prepared by Concord Engineering and Surveying, Inc., December 17, 1986, and being more fully described as follows:

BEGINNING at a concrete monument on the southwestern side of Earnhardt Road (S.R. 2126), this beginning point being the corner of Charles Wallace and wife and also being an old corner of the J. D. Murph Property, and runs thence along the edge of Earnhardt Road, South 29-00-29 East 293.15 feet to a right-of-way marker at the northern edge of Interstate Highway 85; thence crossing said highway, South 27-10-28 East 394.56 feet to a right-of-way monument on the southeastern edge of the interstate highway right-of-way; thence along said right-of-way in two courses, 1st., South 30-09-38 East 107.38 feet to a right-of-way monument; and 2nd., North 60-54-16 East, passing a right-of-way monument at 19.92 feet, for a total distance of 74.90 feet to a stone in place on the right-of-way,

Prepared by: B. S. Brown, Jr., Alexander & Brown, Attorneys, Kannapolis, N. C. 28081

mail: grantee
640 Church Street, North
Concord, NC 28025

335.00

Real Estate
335.00
NORTH CAROLINA
DEC 23 1986
02178

a corner with Alan D. Miles, et al; thence along the line of Alan D. Miles, et al, and continuing along the line of Alan D. Miles and wife, Wanda M. Miles, in seven courses as follows: 1st., South 28-25-29 East 166.91 feet to an established iron pipe; 2nd., South 76-08-27 East 165.01 feet to a concrete monument; 3rd., South 40-10-23 East 189.69 feet to a concrete monument; 4th., South 33-09-36 East, passing a concrete monument at 72.30 feet, for a total distance of 189.71 feet to a concrete monument; 5th., South 16-01-30 East 230.88 feet to an established iron pipe; 6th., South 18-02-01 East 478.79 feet to a stone in place; and 7th., South 50-57-27 East 502.67 feet to a concrete monument (this concrete monument lying South 43-16-47 West 1206.47 feet from NCGS monument "Cruse"); thence South 46-02-44 West, passing an established iron pipe 0.51 feet off line at 313.99 feet, for a total distance of 1791.16 feet to a stone in place, a corner of Herman S. Cook; thence along the line of Herman S. Cook in sixteen courses as follows: 1st., North 52-16-17 West 80.17 feet to a stake; 2nd., North 76-42-40 West 38.43 feet to a stake; 3rd., North 62-58-48 West 29.43 feet to a stake; 4th., North 21-40-19 West 258.42 feet to a stake; 5th., North 34-47-07 West 87.45 feet to a stake; 6th., North 12-37-55 West 57.32 feet to a stake; 7th., North 64-26-01 West 72.06 feet to a stake; 8th., North 55-45-50 West 11.69 feet to a stake; 9th., North 35-24-39 West 405.31 feet to a stake; 10th., North 26-03-08 West 49.03 feet to a stake; 11th., North 15-23-08 West 21.66 feet to a stone in place; 12th., North 15-53-05 West 434.06 feet to a stone in place in the southern right-of-way line of Interstate Highway 85; 13th., thence crossing said Interstate, North 17-08-08 West 434.25 feet to a right-of-way monument; 14th., North 18-16-37 West 32.82 feet to a right-of-way monument; 15th., North 19-41-53 West 1045.66 feet to a stone in place; and 16th., North 32-58-37 West 206.25 feet to a stone in place, a corner of the Joe Phifer Heirs; thence along the Phifer line and continuing along the lines of Moore, Black, Giles, McCree and Wallace, North 66-05-52 East, passing an established iron pipe at 757.74 feet for a total distance of 1228.31 feet to a concrete monument, the point of Beginning.

This property is conveyed subject to the rights-of-way of the Concord Board of Light and Water Commissioners, Duke Power Company, and the North Carolina Department of Transportation.

The Executors of the Estates of Mary Murph Stirewalt, Mattie M. Poole, and C. W. Murph join in the execution of this deed in accordance with the provisions of N.C.G.S. 28A-17-12.

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 whomssoever.

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.

Mary M. Morgan (SEAL)
 Charles S. Morgan, Jr. (SEAL)
 Katherine M. Lanier (SEAL)
 Buren I. Lanier (SEAL)
 Virginia M. Faggart (SEAL)
 Ray Faggart, Jr. (SEAL)
 Bertie P. Feinstein (SEAL)
 Y. Dudley Poole, Jr. (SEAL)
 Syble E. Poole (SEAL)
 James D. Poole (SEAL)
 Dorothy G. Poole (SEAL)
 Leon P. Allman (SEAL)
 Patsy W. Allman (SEAL)

Sarah A. Forbes (SEAL)
Rodney R. Forbes (SEAL)
Ruby A. Womack (SEAL)
Robert E. Womack (SEAL)
Pauline A. Suraci (SEAL)
Alfred Suraci (SEAL)
Mable S. Williams (SEAL)
Karlton Williams (SEAL)
Charles A. Stirewalt (SEAL)
Melba K. Stirewalt (SEAL)
Fredrick M. Stirewalt (SEAL)
Sandra Stirewalt (SEAL)
Laura M. Dayvault (SEAL)
J. O. Dayvault (SEAL)
J. Milton Murph (SEAL)
Elizabeth M. Basinger (SEAL)

By: Everette L. Murph (SEAL)
Everette L. Murph
Their Attorney-in-Fact

Everette L. Murph (SEAL)
Everette L. Murph

Arleene N. Murph (SEAL)
Arleene N. Murph

Everette L. Murph (SEAL)
Everette L. Murph, Executor of
the Estate of Mary Murph Stirewalt

James D. Poole (SEAL)
James D. Poole, Executor of the
Estate of Mattie M. Poole

FIRST CHARTER NATIONAL BANK (formerly Citizens National Bank), Executor of the Estate of C. W. Murph

By: Jaycee O. B...
President



I, Joan S. Walter, a Notary Public in and for said County and State, do hereby certify that Everette L. Murph, attorney-in-fact for Mary M. Morgan and husband, Charles S. Morgan, Jr., Katherine M. Lanier and husband, Buren I. Lanier, Virginia M. Faggart and husband, Ray Faggart, Jr., Bertie P. Feinstein (Widow), Y. Dudley Poole, Jr. and wife, Syble E. Poole, James D. Poole and wife, Dorothy G. Poole, Leon P. Allman and wife, Patay W. Allman, Sarah A. Forbes and husband, Rodney R. Forbes, Ruby A. Womack and husband, Robert E. Womack, Pauline A. Suraci and husband, Alfred Suraci, Mable S. Williams and husband, Karlton Williams, Charles A. Stirewalt and wife, Melba K. Stirewalt, Fredrick M. Stirewalt and wife, Sandra Stirewalt, Laura M. Dayvault and husband, J. O. Dayvault, J. Milton Murph (Widower), and Elizabeth M. Basinger (Widow), personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of said Grantors, and that his 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 for Cabarrus County, North Carolina, in Deed Book 615 at Page 490, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney, that the said Everette L. Murph acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said Grantors.

Witness my hand and notarial seal, this the 22nd day of December, 1986.

Joan S. Walter
Notary Public



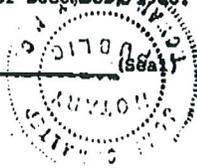
My commission expires: 12-14-90

NORTH CAROLINA
Rowan COUNTY

I, Joan S. Walter, a Notary Public in and for said County and State, do hereby certify that Everette L. Murph and wife, Arleens N. Murph, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 22nd day of December, 1986.

Joan S. Walter
Notary Public



My commission expires: 12-14-90

NORTH CAROLINA
Rowan COUNTY

I, Joan S. Walter, a Notary Public in and for said County and State, do hereby certify that Everette L. Murph, acting as Executor of the Estate of Mary Murph Stirewalt, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 22nd day of December, 1986.

Joan S. Walter
Notary Public



My commission expires: 12-14-90

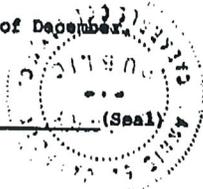
NORTH CAROLINA
Cabarrus COUNTY

BOOK 618 PAGE 135

I, Annie S. Jarrett, a Notary Public in and for said County and State, do hereby certify that James D. Poole, acting as Executor of the Estate of Mattie M. Poole, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 20 day of December, 1986.

Annie S. Jarrett
Notary Public



My commission expires: 7-5-88

NORTH CAROLINA
Cabarrus COUNTY

I, Nancy S. Mills, a Notary Public of the County and State aforesaid, certify that Peggy Z. Fagant personally came before me this day and acknowledged that she is Asst. Secretary of First Charter National Bank (formerly Citizens National Bank), a North Carolina corporation, acting as Executor of the Estate of C. W. Murph, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Asst. Vice President, sealed with its corporate seal, and attested by Ken as its Asst. Secretary.



Witness my hand and official stamp or seal, this the 22 day of December, 1986.

Nancy S. Mills
Notary Public

My commission expires: 11-11-90

The foregoing certificates of Joan S. Walker Notary Public of Randolph County, N.C., Annie S. Jarrett and Nancy S. Mills, each a Cabarrus County, N.C.

are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page as shown on the first page hereof.

BENTON F. WEAVER, REGISTER OF DEEDS FOR CABARRUS COUNTY, NC

By: Janice S. Yates
Deputy/Assistant - Register of Deeds

Current adjacent property owners to parcel 5622658779

Parcel # 5622767649 C&S of Concord, LLC

Parcel # 5622861775 Sycamore development LLC

Parcel # 5622861520 WH Capital LLC

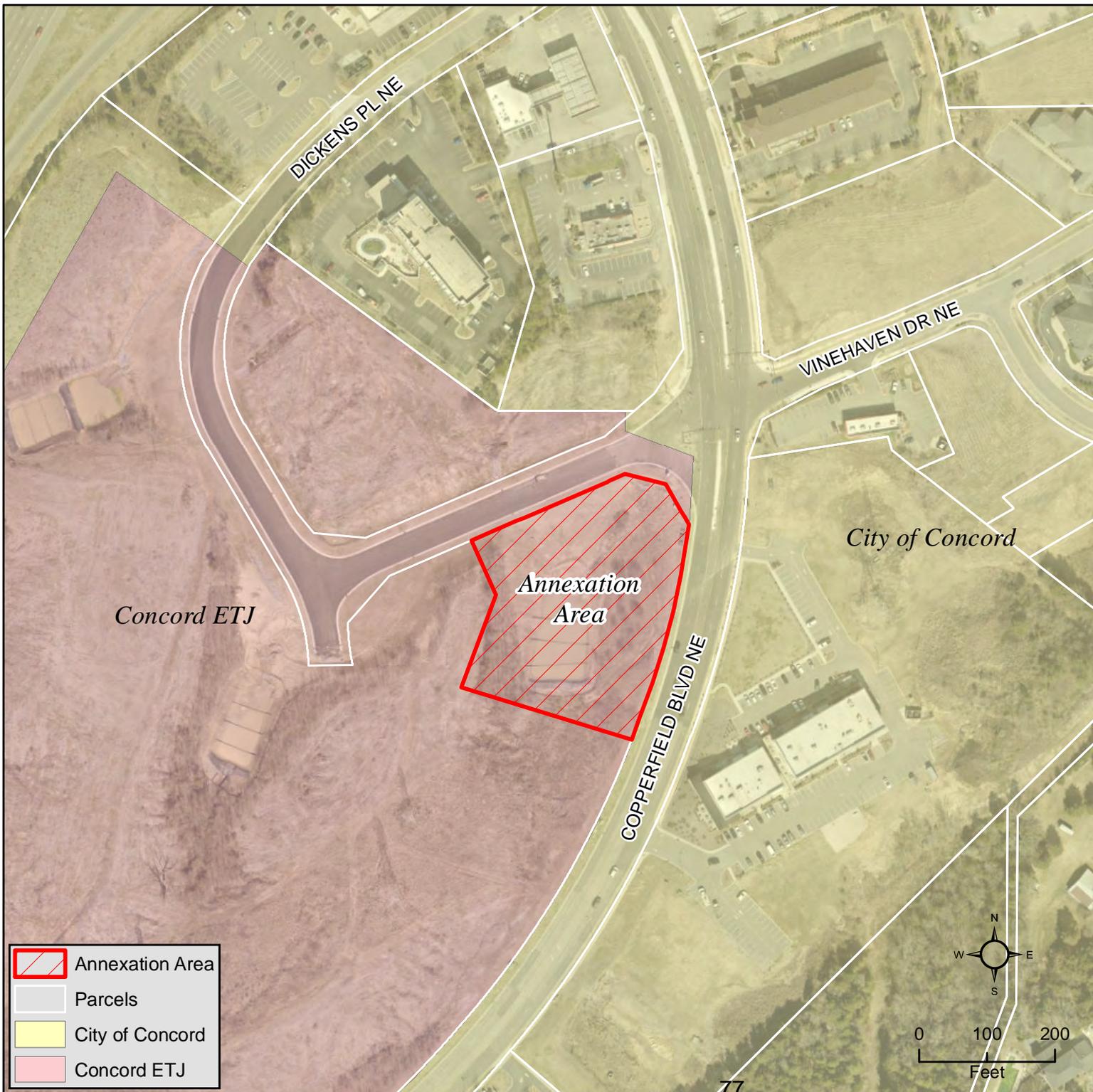
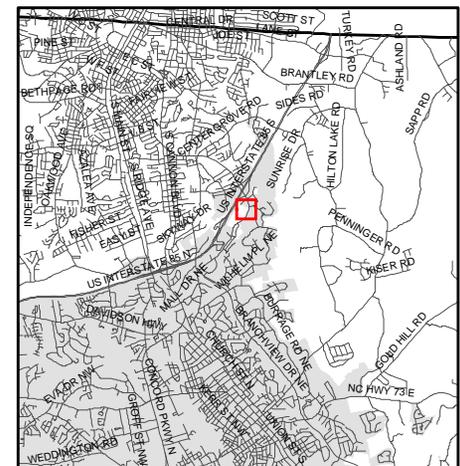
ANX-02-22

Annexation Application

**Dairi-O
Copperfield Blvd NE**

1085 Copperfield Blvd NE

PIN: part of 5622-65-8770



Source: City of Concord
Planning Department

Disclaimer

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

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 2.029 ACRES OF
PROPERTY LOCATED AT P/O 1085 COPPERFIELD BLVD NE, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Craig Craver, Copperfield, Inc., on September 8th, 2022 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on September 8, 2022 after due notice by The Independent Tribune on August 28th, 2022; 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 8th day of September 2022:

Site #6

Beginning at a point, said point being located on the northern right-of-way of Copperfield Blvd. (60' Public R/W), thence through the property of now or formerly Copperfield, Inc. (Deed Bk. 4021, Pg. 219), the following three (3) calls: (1) N 72°38'03" W 263.08 feet to a point; (2) N 20°48'20" E 143.75 feet to a point; (3) N 23°18'22" W 90.32 feet to a point, said point being located on the southern right-of-way of Vinehaven Drive NE (60' Public R/W), thence with the southern right-of-way of Vinehaven Drive NE (60' Public R/W) the following three (3) calls: (1) N 66°41'38" E 238.61 feet to a point; (2) S 76°00'34" E 61.53 feet to a point; (3) S 29°55'08" E 69.99 feet to a point, said point being located at the intersection of the southern right-of-way of Vinehaven Drive NE (60' Public R/W) and the northern right-of-way of Copperfield Blvd. (60' Public R/W) thence with the northern right-of-way of Copperfield Blvd. (60' Public R/W), with a curve to the right, having a radius of 1362.70 feet and an arc of 325.00 feet to the POINT AND PLACE OF BEGINNING and containing 2.029 AC.

SECTION 2. Upon and after the 8th day of September, 2022 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 8th day of September 2022.

CITY COUNCIL

CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

131 - 171 Cabarrus Avenue East

Grant Analysis (1 Year)

Total Improvement: \$55,000,000.00 (estimated minimum)

	Year 1
Total Assessed Value	\$55,000,000.00
City taxes at .48	\$ 264,000.00
Grant @ 85 %	\$ 224,400.00
Net Taxes to City	\$ 39,600.00

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client.

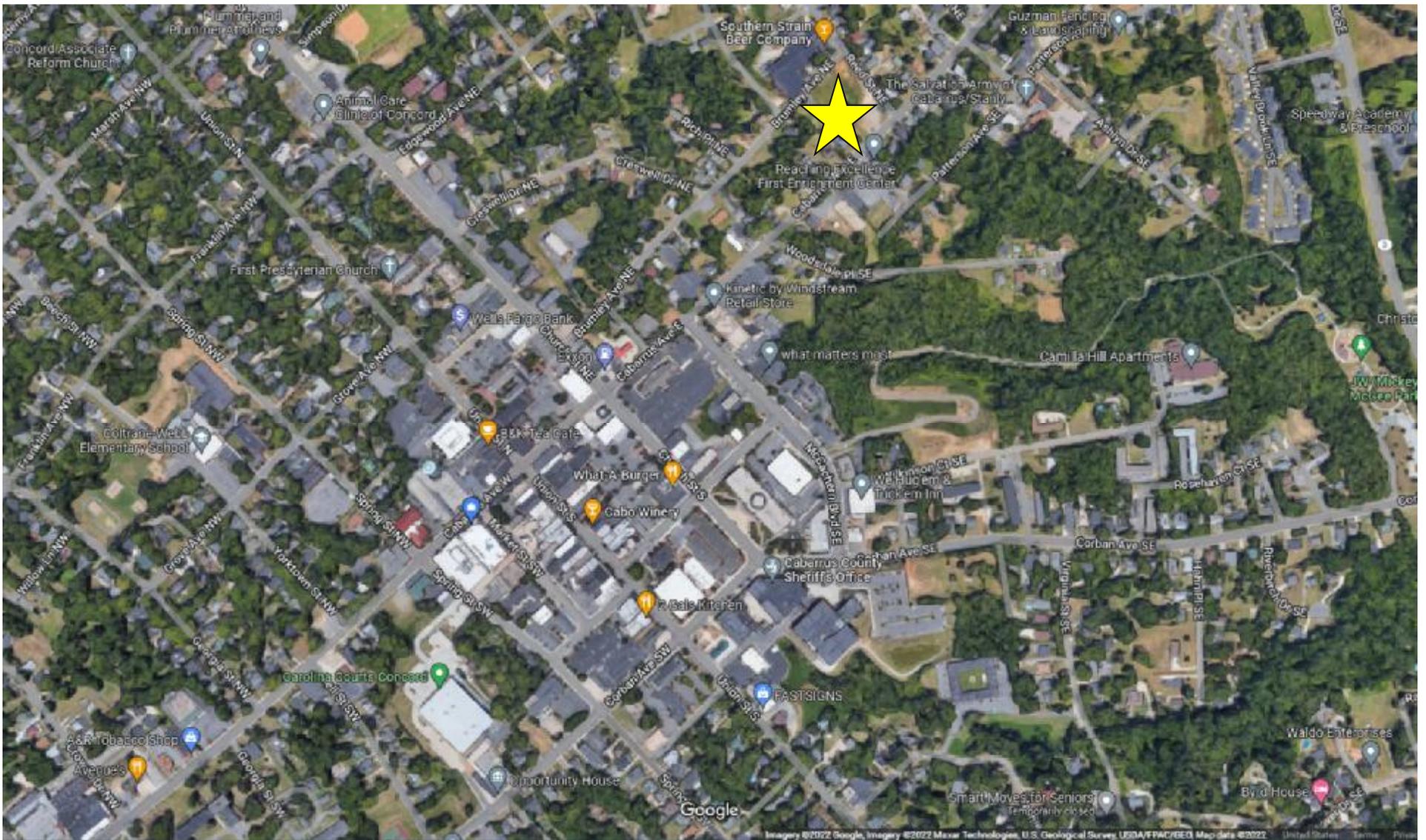
Actual grants may vary

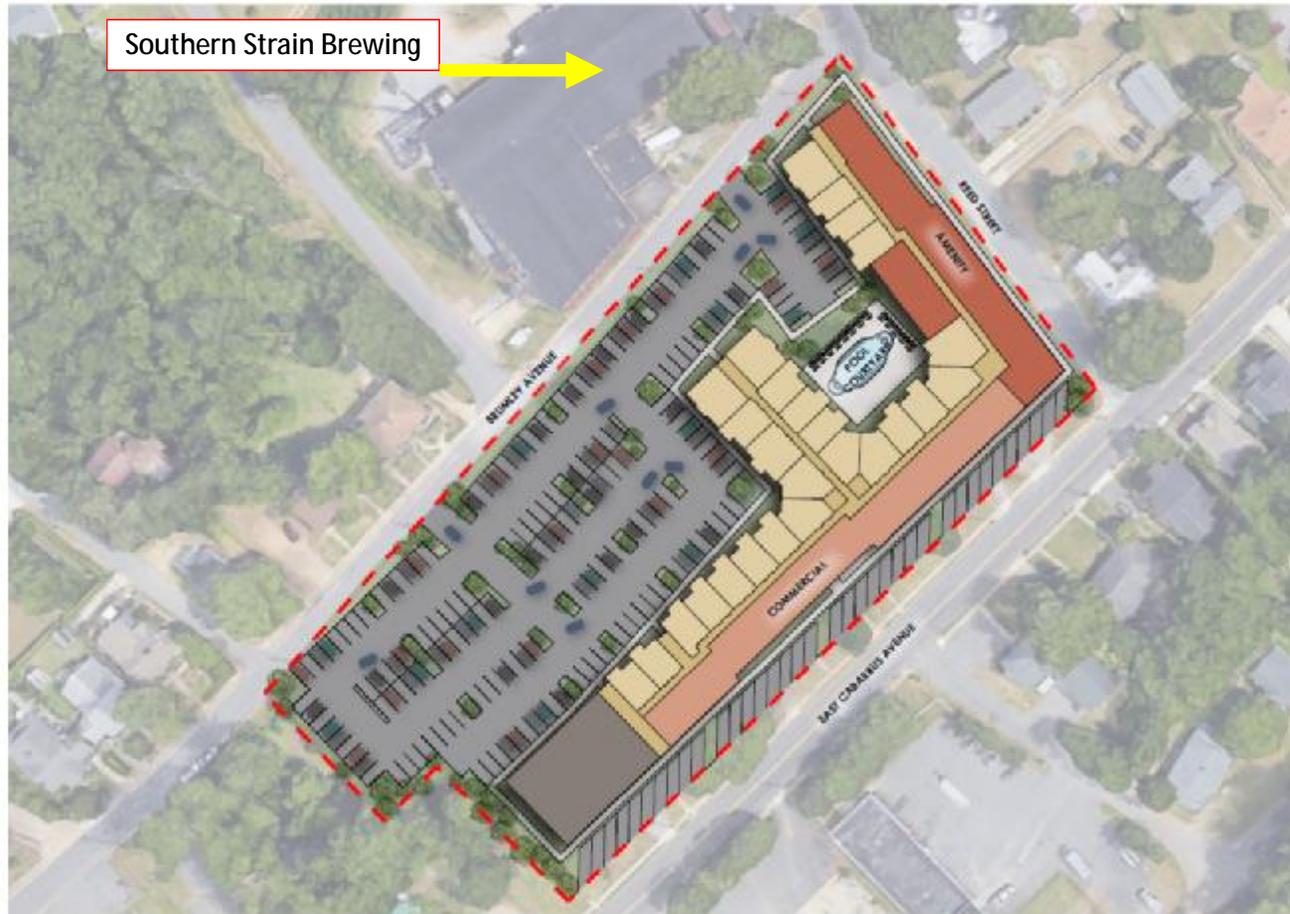
Note: Grants Subject to City Council approval



131 - 171 Cabarrus Ave. E. Project

Mixed Use Development Project





1 Site Plan - Ground Level
Scale: 1" = 80'-0"

171 Cabarrus Ave

Plan

July 18, 2022



171 Cabarrus Ave

1 Site Plan - Typical Residential
Scale: 1" = 80'-0"

Plan

July 18, 2022





Project Data - 171 Cabarrus Ave									Unit Totals			
BUILDING 1									07/07/22			
Unit Description	Description	Heated S.F.	Unheated S.F.	Gross S.F.	1	2	3	4	Total	Unit %	Net S.F.	Gross S.F.
STUDIOS												
S1	1BR/1BA	0.00	0.00	0.00	0	0	0	0	0	0.00%	0.00	0.00
					0	0	0	0	0	0.00%	0.00	0.00
ONE BEDROOMS												
A1	1BR/1BA	613.00	63.00	676.00	4	7	7	7	25	11.79%	15,325.00	6,900.00
A2	1BR/1BA	702.00	63.00	765.00	12	39	39	39	129	60.85%	90,558.00	98,665.00
A3	1BR/1BA	766.00	97.00	863.00	6	6	6	6	24	11.32%	16,384.00	20,712.00
One Bedroom Totals					22	52	52	52	178	83.96%	174,267.00	136,297.00
TWO BEDROOMS												
B1	2 BR/2BA	1024.00	63.00	1087.00	1	3	3	3	10	4.72%	10,240.00	10,870.00
B2	2 BR/2BA	1034.00	59.00	1093.00	3	7	7	7	24	11.32%	24,816.00	26,232.00
Two Bedroom Totals					4	10	10	10	34	16.04%	35,056.00	37,102.00
Avg. Unit					26	62	62	62	Grand Totals			
Amenity	10000	S.F.							212	100.00%	159,328.00	173,399.00
Commercial	10800	S.F.			212							
G.S.F./Level												
Ground		*does not include 1/2 level crawl space										49,176
Levels 2-4												57,487
TOTAL G.S.F.												220,637
Parking Spaces												
Angled Street Parking Spaces												36
Standard Surface Parking Spaces												184
TOTAL PARKING SPACES												220

Additional Details

- Estimated investment is \$55 million - \$60 million
- Sewer Request

Established Type	No. of Units	Flow
Residential	212 (up to 2 bedroom)	35,200 GPD
Commercial	11,000 SF	1,100 GPD
TOTAL		36,300 GPD

Center City Economic Development Grant

1-year @ 85%

131 - 171 Cabarrus Avenue East

Grant Analysis (1 Year)

Total Improvement: \$55,000,000.00 (estimated minimum)

		Year 1
Total Assessed Value		\$55,000,000.00
City taxes at .48		\$ 264,000.00
Grant @ 85 %		\$ 224,400.00
Net Taxes to City		\$ 39,600.00

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client.

Actual grants may vary

Note: Grants Subject to City Council approval

Pros vs. Cons

• Pros

- Improves a fragile corridor and gateway into the City & downtown (Cabarrus Ave)
- Builds on existing investments (Downtown Concord, Southern Strain/former Cannon mill)
- Effectively extends footprint of downtown
- Design compliments neighboring mill and downtown character
- Project meets eligibility requirements for Center City Economic Development Grant Program

• Cons

- Limits current remaining sewer capacity until the 2024 capacity can be committed
- Sewer request is 36,300 GPD





DATE: August 16, 2022

CASE: TA-09-22 Text Amendment – Food Trucks

PREPARED BY: Scott Sherrill, AICP, Development Review Manager

BACKGROUND: TA-09-22, ADMINISTRATIVE

Periodically, updates are needed based on issues encountered in the administration of the CDO. In this case, the City amended a Food Truck ordinance in 2021 to clarify regulations and simplify the administration of permits for food trucks. In the 2021 ordinance, the City did not include a regulation requiring that food trucks be removed over night, relying on a Health Department regulation that required the same. Staff has encountered a situation where a business has located on a trailer, connected to utilities, and essentially established a more permanent footprint than would be established for a food truck. The ordinance change recommendation would be to prohibit the overnight parking of food trucks on a site in such a manner that it is visible from the public right of way. Staff views this as a means of clarifying regulatorily what is intended by the word “temporary” in the definition of food trucks.

The proposed text amendment would also add the modifier “Zoning” to Center City District, and reduce the maximum allowable signage from 32 square feet to 8 square feet, which is the size of a sandwich board.

Statement of Reasonableness and Consistency:

The proposal is not inconsistent with the 2030 Land Use Plan: the topic is not specifically addressed.

The proposal is reasonable in establishing a regulation to clarify the temporary nature of food trucks.

Action Requested:

Consider the drafted text amendment and make a recommendation to Council on the text amendment and statement of reasonableness and consistency.

Food Truck
8.3.5.Q.5.

5. Other Regulations Applying to All Food Truck operations:

A. All food trucks shall be located within a surface parking lot or within a designated parking space or spaces on public streets.

B. Food Truck Vendors outside the Center City Zoning District shall not locate within 50ft of an existing single-family use.

C. Food truck vendors shall have a minimum of 2 dedicated parking spaces per operation.

D. Food truck operators are responsible for the proper disposal of waste and trash associated with the operation.

E. No amplified music, microphones or bullhorns shall be permitted as part of the food truck operation.

F. The only signage permitted for food trucks shall be a menu board, measuring no larger than ~~328~~ 328 sf, and placed no further than 10ft from the wall of the food truck. Menu boards shall not be illuminated.

G. Pennants, balloons, facsimile signage, or other items barred by Article 12 are expressly prohibited.

H. 75' of separation is required from the main entrance of the nearest restaurant during the restaurant's posted hours of operation.

I. All food trucks must leave the site every night or be parked so that the vehicle/mobile food unit is not visible from public rights-of-way.

Existing Zoning and Land Uses (Subject Parcels)					
Current Zoning of Subject Property	Zoning within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
C-2 (General Commercial)	North	MX-CC2 (Mixed Use)	Single-Family, commercial, Mobile Homes	North	Vacant
	South	RV (Residential Village)		South	Residential
	East	PUD (Planned Unit Development) & RV (Residential Village)		East	Residential
	West	RV (Residential Village) & C-2-CD (General Commercial – Conditional District)		West	Residential

Compliance with 2030 Land Use Plan

The 2030 Land Use Plan (LUP) designates the subject property as “Industrial Employment” for which RC (Residential Compact) is not listed as a corresponding zoning district. Rezoning to RC-CD (Residential Compact – Conditional District) will therefore also require a Land Use Plan Amendment to be approved by City Council. The land use recommendation by staff is “Urban Neighborhood” as this would be compatible with the surrounding land use.

Industrial Employment Land Use Category Details

The intent of the Industrial/Employment (IE) Future Land Use category is to identify those areas that have either already developed as industrial or are suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. These industrial areas should be preserved for employment uses to generate jobs for the community.

Industrial uses have already developed in several areas throughout the community, most of which are light industrial in function and impact. The 2030 Plan identifies the need to protect industrial lands, and to encourage additional growth in industrial/employment uses in designated areas, particularly around Concord Regional Airport, and along I-85 between Pitts School Road and Rocky River. Additionally, some light industrial/employment uses are encouraged to locate in Mixed-Use Districts, depending upon their intensity.

Urban Neighborhoods Land Use Category Details

The Urban Neighborhood (UN) Future Land Use category includes a mix of moderate- to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete a comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at the edges of urban neighborhoods may support neighborhood- and community-serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-

through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety. Non-residential and multi-family uses are typically developed with minimal street setbacks in the urban neighborhood future land use category.

Suggested Statement of Consistency

- The subject property is approximately +/- 7.66 acres and is currently zoned C-2 (General Commercial).
- The subject property was annexed on June 30, 1992, and is currently occupied by a single-family home, a garage building and 11 mobile homes
- The proposed zoning amendment is not consistent with the City of Concord's 2030 Land Use Plan; however, the property is adjacent to areas developing as single-family attached and single-family detached. The proposed development would be consistent with the City of Concord's Urban Neighborhood designation as RC (Residential Compact) and conditional district variations are considered corresponding zoning classifications to the Urban Neighborhood Land Use Category. The proposed zoning is comparable to existing and proposed surrounding land uses.
- The zoning amendment is reasonable and in the public interest as it would add an additional housing type to the area, along with limited retail. Multi-family housing is not currently found within the general vicinity and thus the proposal would increase housing type options.

OR

- The zoning amendment is not reasonable and not in the public interest due to the existing and proposed vehicular capacity along Davidson Hwy (NC Hwy 73) between International Dr and Central Dr. Furthermore, the proposed site plan demonstrates maximum allowable density with minimum required open space.

Suggested Recommendation and Conditions

A Land Use Plan amendment will be needed for this request, which is subject to City Council approval. Staff is seeking a recommendation to City Council on the rezoning and land use plan amendment

If approval is desired, staff recommends the following conditions agreed upon by the applicant:

1. Compliance with Sheets RZ-1.0 and RZ-2.0 of the "Zoning Plan Amendment" with revision date of 6/17/22.
2. The subject plan is not designed to construction drawing standards and therefore, any intended or perceived deviation from technical standards of the plan shall not constitute approval to deviate from, or negate, technical standards within the

Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.

3. No more than 117 multi-family units shall be developed.
4. The commercial uses are limited to convenience retail, O-I, B-1, and C-1 uses, and restaurants as an accessory to the multi-family development up to 5% of the gross floor area development.
5. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies
6. To accommodate the Fire Department aerial apparatus requirement, a building yard width reduction to 6 feet is allowed where it is necessary to remain below the 30-foot maximum distance between building edge and parking spot ends. Remaining landscaping not practical to be placed in reduced building yards to be relocated to common open space or perimeter buffers.
7. NCDOT required improvements or site plan revisions shall not reduce the minimum width or planting densities of required landscape, except as stated for the building yards in item #6.
8. City of Concord Transportation Department approval on the condition that Concord City Council approves the traffic impacts which have been shown in the TIA.

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

Required Attachments / Submittals:

1. Typed metes and bounds description of the property (or portion of property). A recorded deed is sufficient, if the deed contains a separate description of the property to be rezoned. If the property contains multiple tracts, deeds shall be provided describing each tract or multiple tracts.
2. Cabarrus County Land Records printout of names and addresses of all immediately adjacent landowners, including any directly across the street.
3. If applicable, proof of a neighborhood meeting (signature page) or receipt from certified letters mailed to adjoining property owners if project increases density or intensity (See Section 3.2.3). Staff will provide further information on this requirement during the required pre-application meeting.
4. Money Received by Kirsten Boyd Sullivan Date: 01/31/22
Check # 1134 Amount: \$ 800.00 (Conditional) or \$600 (Conventional)
Cash: _____

The application fee is nonrefundable.

(Please type or print)

Applicant Name, Address, Telephone Number and email address: _____

Planning & Neighborhood Development
35 Cabarrus Ave W * P. O. Box 308 * Concord, NC 28025
Phone 704-920-5152 * Fax 704-920-6962 * www.concordnc.gov
Page 1 of 6

THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

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

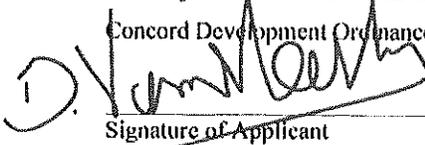
Mixed use - 114 Multifamily Apartments with 10,101 SF retail

2. List the Condition(s) you are offering as part of this project. Be specific with each description.
 (You may attach other sheets of paper as needed to supplement the information):

Units : 114

Retail : 10,101 SF

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

 1-25-2022
 Signature of Applicant Date

 1-25-2022
 Signature of Owner(s) Date

Staff Use Only:

1. Scheduled for Planning and Zoning Commission consideration:
 Date: _____ Time: _____ Location: _____
2. Date advertised, written notice(s) sent, and property posted: _____
3. Record of decision: Motion to: ___ Approve ___ Deny
 _____ ___ Yea ___ Nay
 _____ ___ Yea ___ Nay
4. Planning and Zoning Commission recommendation: ___ Approved ___ Denied
 If denied, was an appeal filed? _____
5. Date applicant notified of Planning and Zoning Commission action: _____
6. Scheduled for City Council consideration:
 Date: _____ Time: _____ Location: _____
7. Dates advertised: (a) First notice: _____ (b) Second notice: _____
8. City Council recommendation: ___ Approved ___ Denied
9. Date applicant notified of City Council action: _____
10. Comments: *(see minutes for details)*

NO.	DATE	DESCRIPTION	BY
1	08/11/10	ISSUED FOR PERMITTING	DAVIDSON APARTMENTS
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SITE DEVELOPMENT DATA

ADDRESS: 700 AC + (03/09/09)

TAX PARCEL NO.: 5011 MAULDRUP, 700 AC AND ADJAC

EXISTING ZONING: CZ

PROPOSED ZONING: RC (C)

EXISTING LAND USE: MANUFACTURED HOME PARK SINGLE FAMILY

FUTURE LAND USE DESIGNATION: 14 UNITS EXCLUSIVE OF RETAIL

UNITS ALLOWED: 14 UNITS + 16 DU OVER RETAIL

UNITS PROPOSED: 14 UNITS EXCLUSIVE OF RETAIL

RETAIL SF: 16,000 SF

MAX DENSITY: 15 DU / AC

PROPOSED DENSITY: 14 DU / AC

REQUIRED OPEN SPACE: 20% (1,500 AC OPEN SPACE)

REQUIRED BUFFER: 8' TYPES A BUFFER VARIOUS ADJACENT TO SINGLE FAMILY

BUILDING SETBACK: 20' STREET SIDE, 25' REAR, 25' SIDE

PARKING SPACE REQUIREMENTS: 1.5 PER UNIT + 10% (1,500 RETAIL SF + 24)

General Provisions

- These Development Standards form a part of the Zoning Plan Amendment associated with the Rezoning Application filed by NAVA Health, LLC (the "Applicant") to accommodate the development of a residential community on the approximately 700-acre site located on AC Hwy 73, which site is located in the RC zoning district.
- Development of the Site will be governed by the Rezoning Plan, these Development Standards, and the applicable provisions of the City of Concord Unified Development Ordinance (the "Ordinance").
- Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RC(C) zoning district shall govern the development and use of the Site.
- Home improvements to the existing site and/or other Development Standards may be applied for and approved by the Planning Commission, subject to the provisions of the Ordinance.

Permitted Uses/Development Limitations

The Site may be developed only to a residential community containing a maximum of 130 dwelling units and 10,000 SF retail including any incidental and accessory uses relating thereto that are allowed in the RC zoning district.

Transportation

- The Site shall be designed to be generally adjacent to the following: The placement and configuration of the vehicular access and subject to any other modifications required to accommodate final site and construction plans and designs and to any amendments required or approved by the City of Concord Department of Transportation ("DOT") and the North Carolina Department of Transportation ("NCDOT").
- As depicted on the rezoning plan, the Site will be located by private driveway, and/or other adjustments to the location of the driveway that be allowed during the construction permitting process.
- If necessary, the petitioner shall dedicate via fee simple conveyance of all rights of way to the City before the site's first building certificate of occupancy is issued. All transportation improvements will be approved and installed before the site's first building certificate of occupancy is issued.

Architectural Standards

- The maximum height in feet of any building to be located on the site shall be 35 feet.
- A minimum eight (8) foot wide planting strip and a minimum five (5) foot wide sidewalk shall be provided along the existing public street abutting the property frontage as generally depicted on the Rezoning Plan.

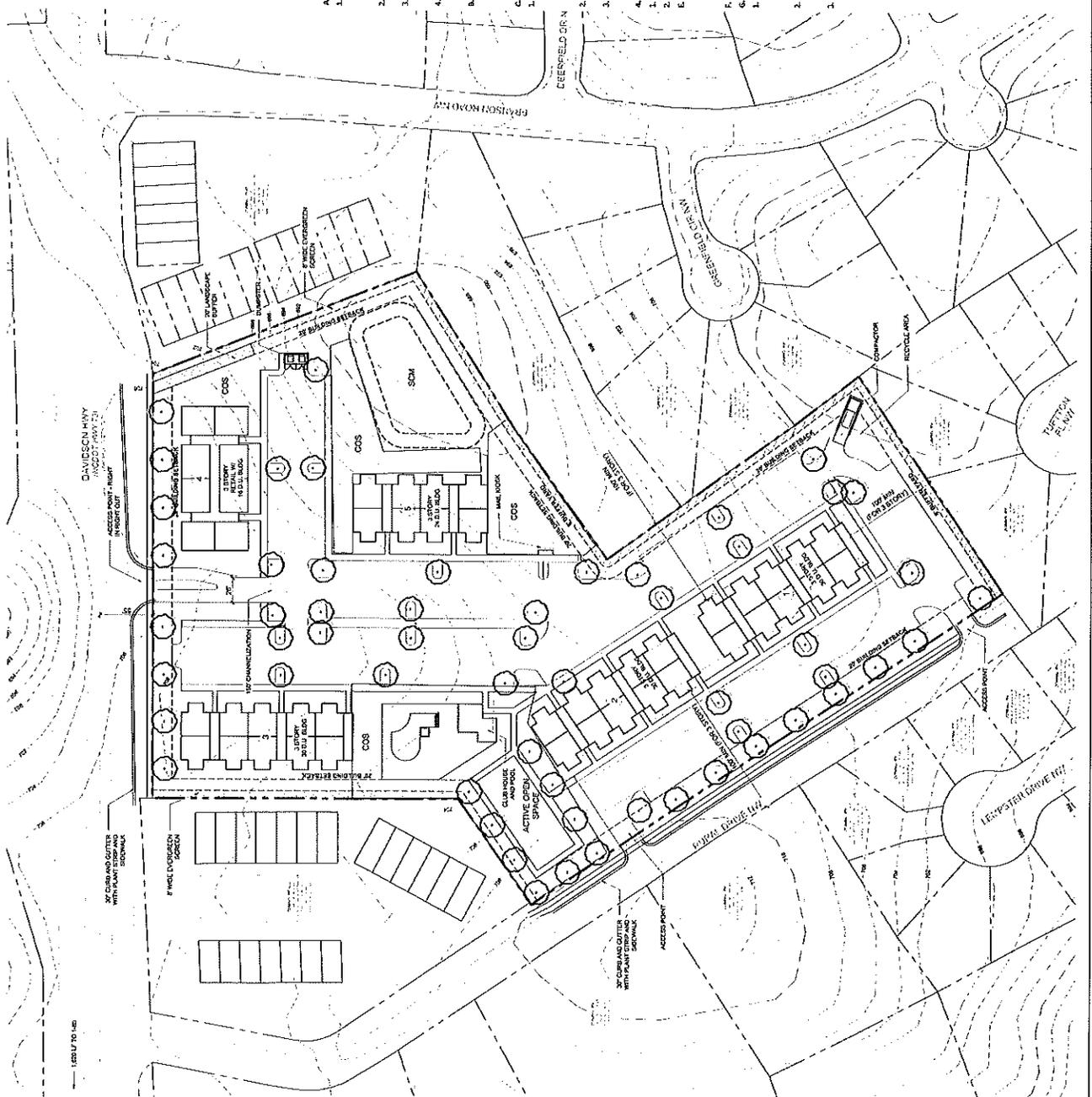
Streetcape and Landscaping

- Open Space - Petitioner intends to comply with the Ordinance.
- Shading Effects of the Rezoning Documents and Ordinance.

Other Provisions

- If all Rezoning Applications is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and enforceable to the benefit of applicant and the City of Concord.
- Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, assigns, personal representatives, successors, assigns and agents of applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.

Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Rezoning Application is approved.



THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

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

Because of RC zoning restriction we
 are reducing the commercial square foot.
 Based on the new calculation we are going
 with 6500-6700 square foot of commercial.

2. List the Condition(s) you are offering as part of this project. Be specific with each description.
 (You may attach other sheets of paper as needed to supplement the information):

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

D. Varnedee 4/26/2022
 Signature of Applicant Date

 Signature of Owner(s) Date

Certification

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

Date: 4/26/2022

Applicant Signature: D. Vameler

Property Owner or Agent of the Property Owner Signature:

Processed By Monterai Adams 4/26/22

CONDITION OF APPROVAL: NCDOT required improvements or site plan revisions shall not reduce the minimum width or planting densities of required landscape.

SITE DEVELOPMENT DATA

ACREAGE:	7.85 AC ± (342,251 SF) TOTAL
TAX PARCEL #S:	560186-5796, -7634, -8679, -4583 AND -6204
EXISTING ZONING:	C-2
PROPOSED ZONING:	RC (CD)
EXISTING LAND USE:	MANUFACTURED HOME PARK & SINGLE FAMILY
FUTURE LAND USE DESIGNATION:	MULTI-FAMILY AND RETAIL
UNITS ALLOWED:	117 UNITS
UNITS PROPOSED:	117 UNITS
MAX DENSITY:	15 DWELLING UNITS PER ACRE (DUA)
PROPOSED DENSITY:	14.90 DUA
REQUIRED OPEN SPACE:	20% (1.39 AC OPEN SPACE) 1.39 AC PROVIDED (60,618 SF)
REQUIRED BUFFER:	8' TYPE A BUFFER YARD ADJACENT TO SINGLE FAMILY (RC) 20' TYPE C BUFFER ADJACENT TO RETAIL (C-2)
BUILDING SETBACK:	20' STREET SIDE 20' INTERIOR SIDE 20' REAR
BUILDING DATA	
BUILDING HEIGHT:	35' MAXIMUM - 3 STORY MAX
BUILDING SEPARATION:	25' MIN
BUILDING TYPE:	VB
BUILDING FLOOR AREA:	#1: 30,660 SF +/- #2: 30,660 SF +/- #3: 30,660 SF +/- #4: 6000 SF (5% MAX RESIDENTIAL BLDG FLOOR AREA) #5: 28,020 SF +/-
TOTAL FLOOR AREA:	120,000 SF x 0.05 = 6000 SF RETAIL
PARKING SPACES REQUIRED:	1.5 PER UNIT = 195 1:300 RETAIL SF = 20
PARKING SPACES PROVIDED:	263 SPACES
IMPERVIOUS AREAS	
BUILDINGS:	201,716 SF +/- TOTAL
ASPHALT:	49,020 SF +/-
SIDEWALK:	124,090 SF +/-
AMENITY:	12,806 SF +/-
	16,000 SF +/-

A. General Provisions

- These Development Standards form a part of the Zoning Plan Amendment associated with the Rezoning Application filed by NAVA Realty, LLC (the "Applicant") to accommodate the development of a residential community on that approximately 7.85 acre site located on NC Hwy 73, which site is more particularly depicted on RZ1.0 (the "Site").
- Development of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the City of Concord Unified Development Ordinance (the "Ordinance").
- Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the RC zoning district shall govern the development and use of the Site.
- Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of the Ordinance. Alterations to the Rezoning Plan are subject to the Ordinance.

B. Permitted Uses/Development Limitations

The Site may be devoted only to a residential community containing a maximum of 117 dwelling units and 6500 SF retail including any incidental and accessory uses relating there to that are allowed in the RC zoning district.

C. Transportation

- Vehicular access to the Site shall be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Concord Department of Transportation ("CDOT") and the North Carolina Department of Transportation ("NCDOT").
- As depicted on the rezoning plan, the site will be served by private driveways, and minor adjustment to the location of the driveway shall be allowed during the construction permitting process.
- If necessary, the petitioner shall dedicate via fee simple conveyance of all rights of way to the City before the site's first building certificate of occupancy is issued. All transportation improvements will be approved and constructed before the site's first building certificate of occupancy is issued.

D. Architectural Standards

- The maximum height in feet of any building to be located on the site shall be 35 feet.
- The actual widths of the dwelling units may vary from any widths depicted on the Rezoning plan.

E. Streetscape and Landscaping

- A minimum eight (8) foot wide planting strip and a minimum five (5) foot wide sidewalk shall be installed along the existing public streets (Rural Drive and Hwy 73) abutting the property frontage as generally depicted on the Rezoning Plan.
- In areas where 26' wide aerial access lanes are required by Concord Fire, the Developer shall be permitted to reduce the building yard to 6' wide provided the same number of plants normally required per the UDO will be provided elsewhere on the site.

F. Open Space - Petitioner intends to comply with the Ordinance. Open space shall be improved with landscaping and seating.

G. Binding Effect of the Rezoning Documents and Definitions

- If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.
- Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Rezoning Application is approved.



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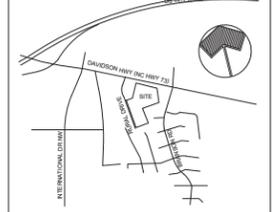
CLIENT / OWNER
DAVIDSON MEADOWS
712 COPPERTREE LANE
WAXHAW, NC 28173
704-706-4851

DAVIDSON MEADOWS

DAVIDSON MEADOWS

DAVIDSON MEADOWS

KEY MAP



PROJECT

DAVIDSON MEADOWS

4145 DAVIDSON HIGHWAY
CONCORD, NC 28027

PROJECT NUMBER
21061

DATE
04-25-22

ISSUED FOR

REVISIONS

NO.	DATE	DESCRIPTION	BY
5-25-22		PER CITY COMMENTS	DBS
6-17-22		RETAIL FOOTPRINT	DBS

PROJ. MANAGER: B.S.
DRAWN BY: KTD
CHECKED BY: B.S.

SEAL

SCALE: 1" = 50'

DRAWING

ZONING PLAN AMENDMENT

RZ-1.0

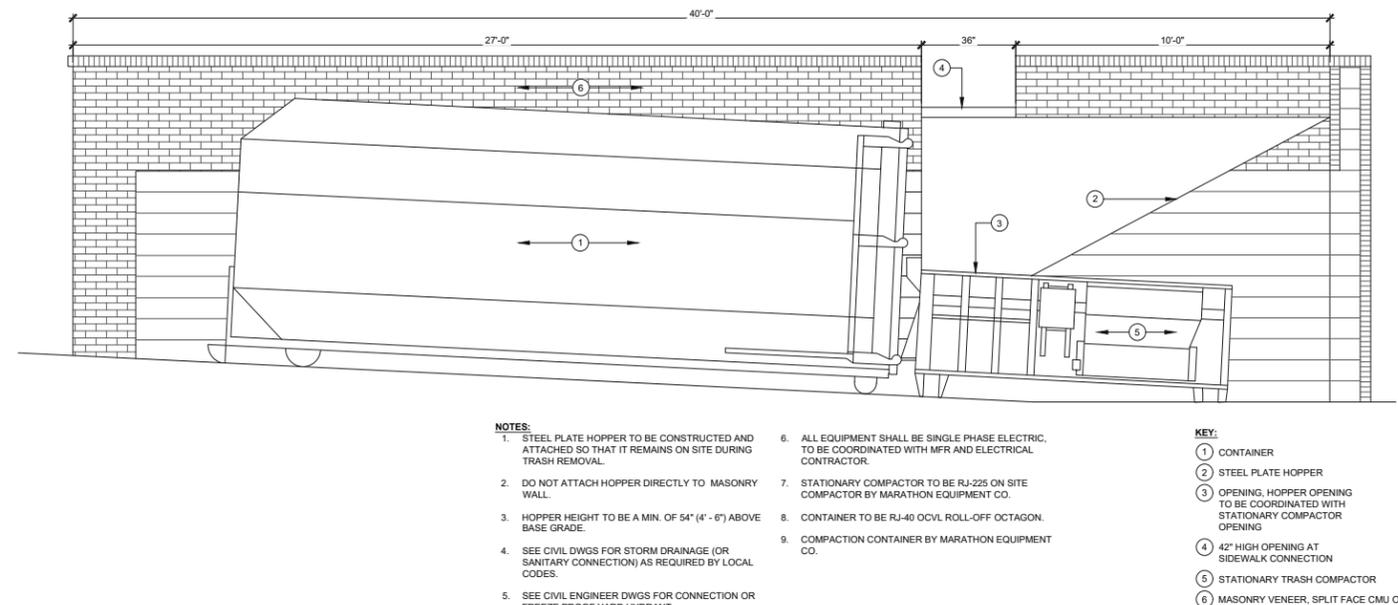
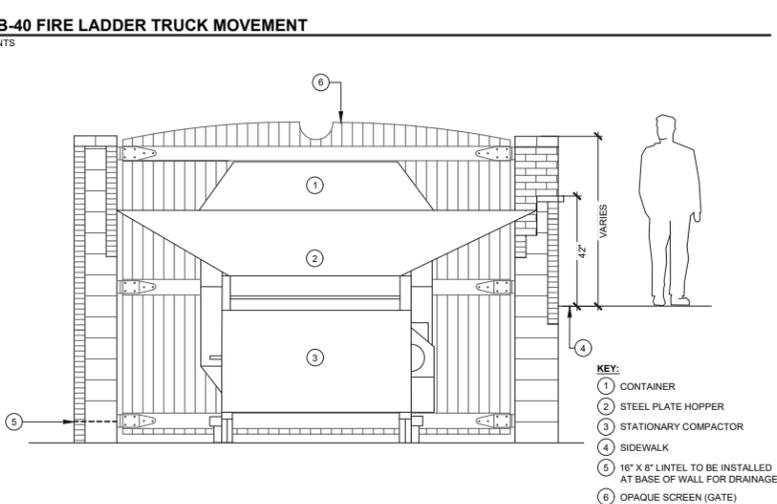
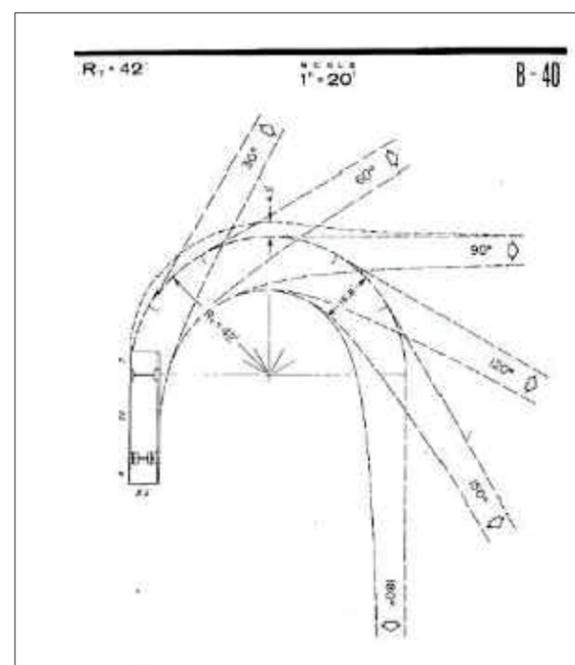
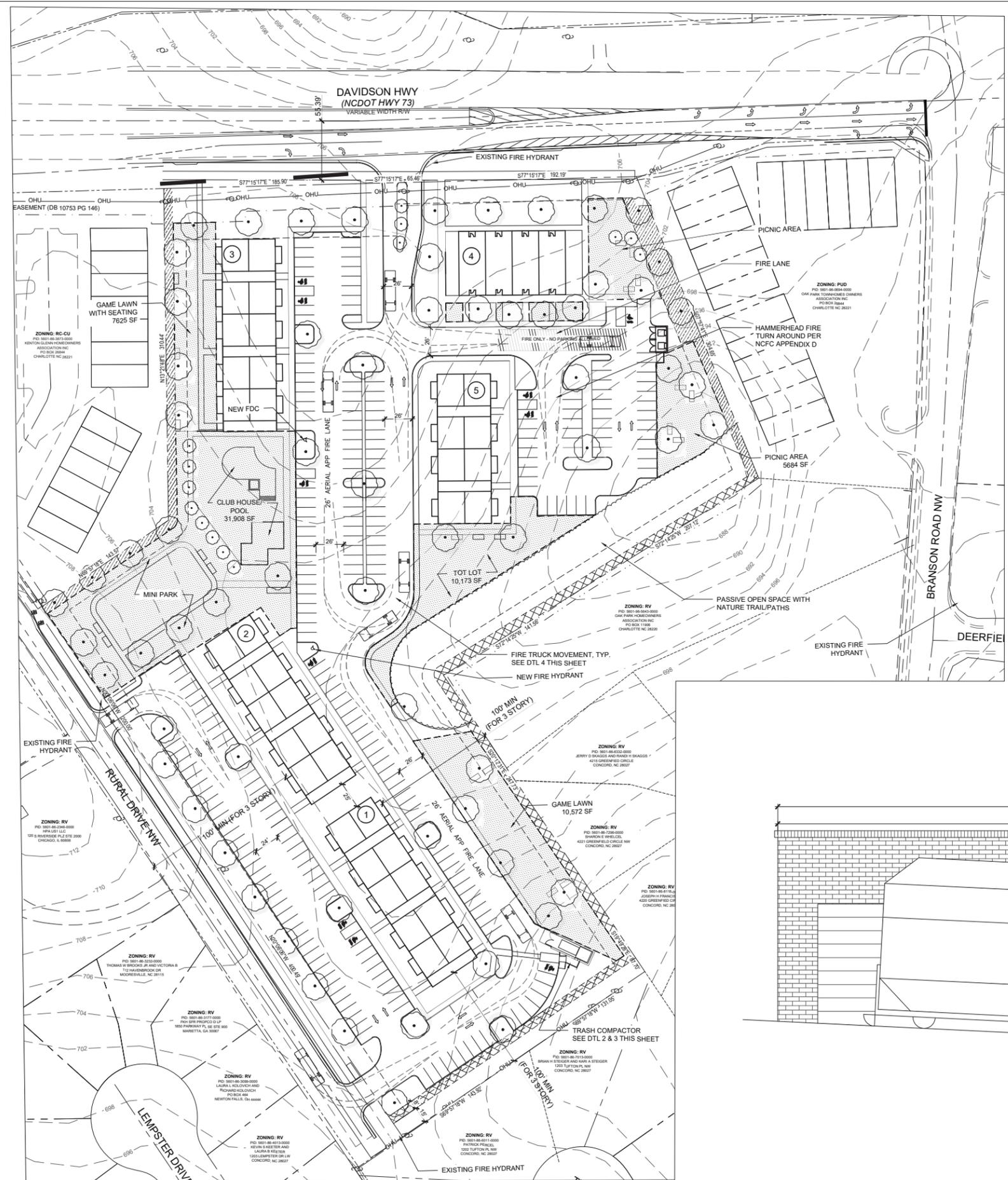
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The stormwater discharge from the SCM appears to be in a depression, based on the supplied topography on the site plan. If the site plan is approved, the owner/developer will be required to facilitate conveyance of the storm discharge as to not negatively impact the neighboring properties.



Plotted: C:\DPR_Dropbox\Projects\Active\2021\21061 Davidson Apartments-Navas Reilly-Concord\CAD\SHEETS\SITE\REZONING PLAN\21061-BASE MANUAL.dwg / 6/17/2022 4:55 PM

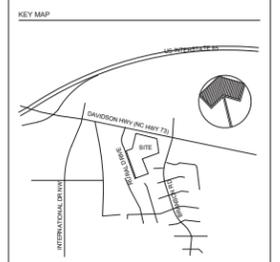


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CLIENT / OWNER

712 COPPERTREE LANE
WAXHAW, NC 28173
704-706-4851



PROJECT

4145 DAVIDSON HIGHWAY
CONCORD, NC 28027

PROJECT NUMBER
21061

DATE
04-25-22

ISSUED FOR

NO.	DATE	DESCRIPTION	BY
5-25-22	PER CITY COMMENTS	DBS	
6-17-22	RETAIL FOOTPRINT	DBS	

PROJ. MANAGER: B.S.
DRAWN BY: KTD
CHECKED BY: B.S.

SCALE
1" = 50'

DRAWING
ZONING PLAN AMENDMENT

RZ-2.0





DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





110

DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





111

DAVIDSON APARTMENTS
CONCORD, NC
5-23-22







DAVIDSON APARTMENTS
CONCORD, NC
5-23-22



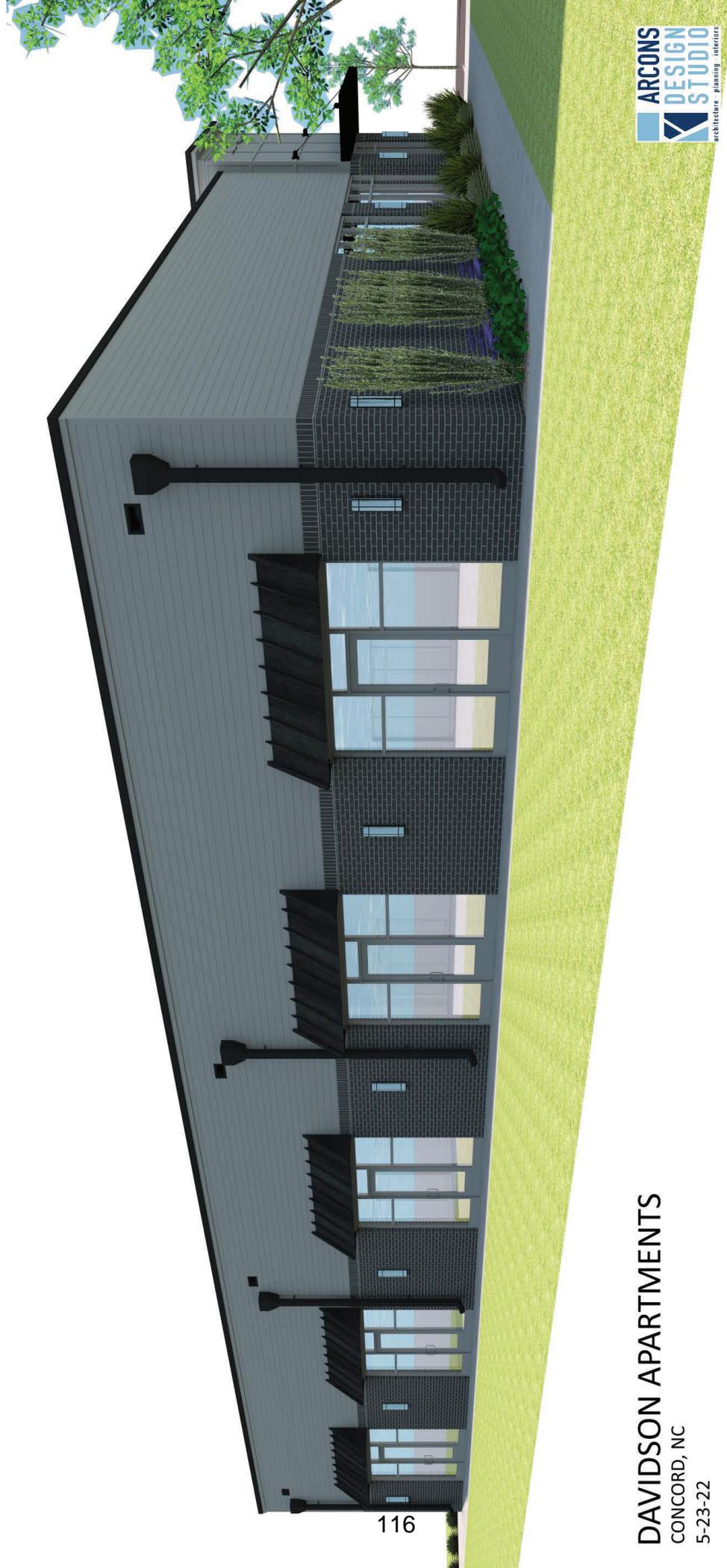
DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





DAVIDSON APARTMENTS
CONCORD, NC
5-23-22





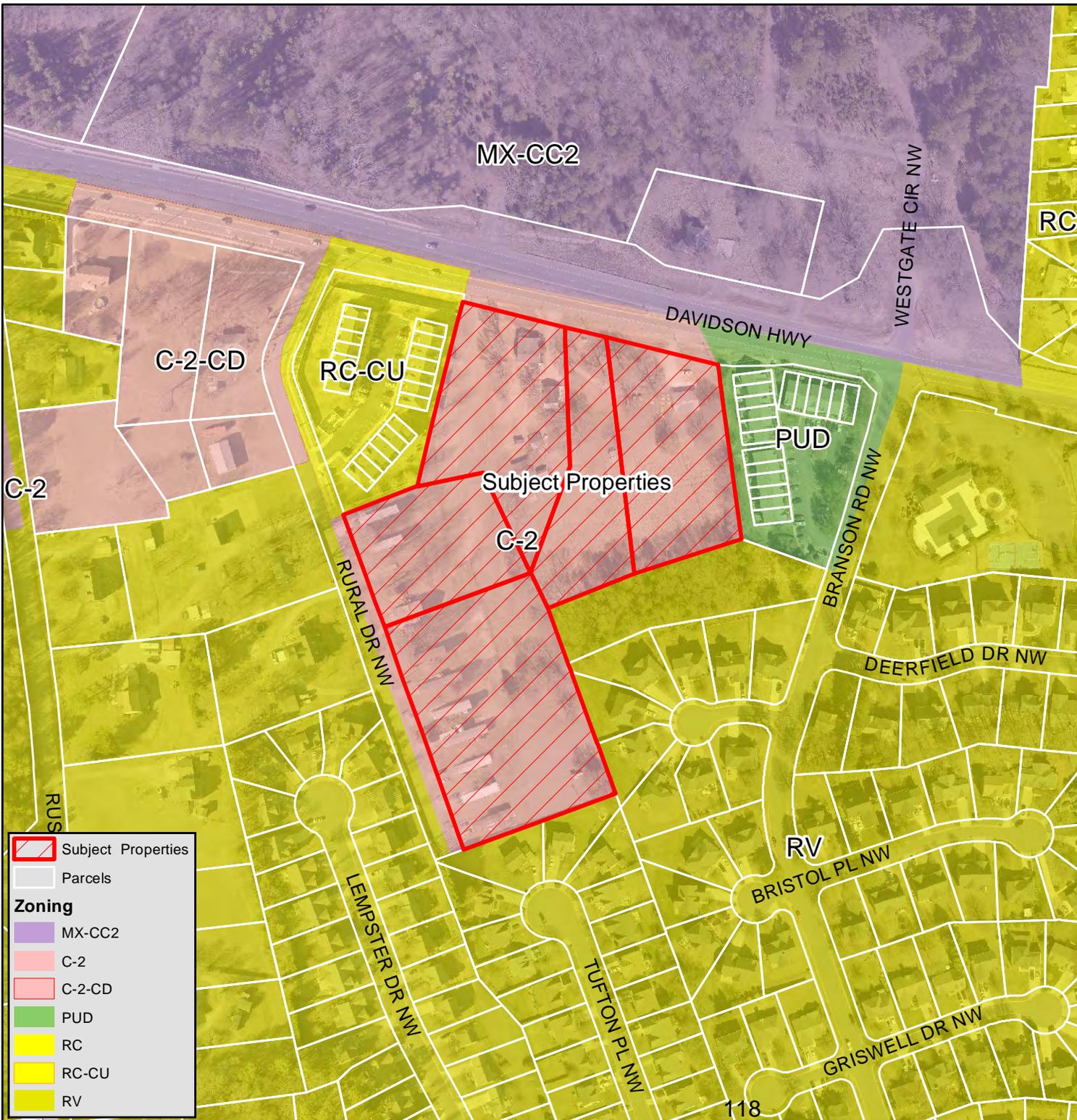
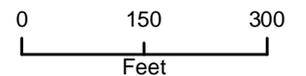
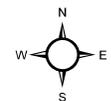
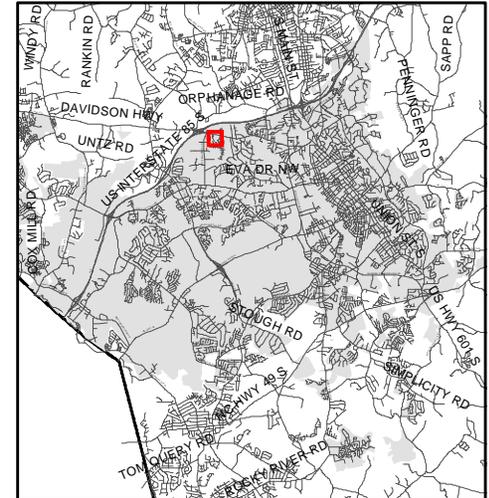
DAVIDSON APARTMENTS
CONCORD, NC
5-23-22

ARCONS
DESIGN
STUDIO
architecture • planning • interiors

**Z(CD)-03-22
ZONING**

**Rezoning application
C-2 (General Commercial) to
RC-CD (Residential Compact
- Conditional District)**

4145 Davidson Hwy
PINs: 5601-86-5796, 5601-86-7834,
5601-86-8679, 5601-86-4583, 5601-86-6204

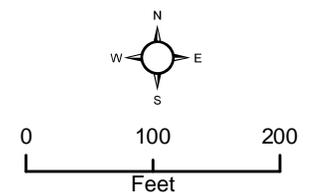
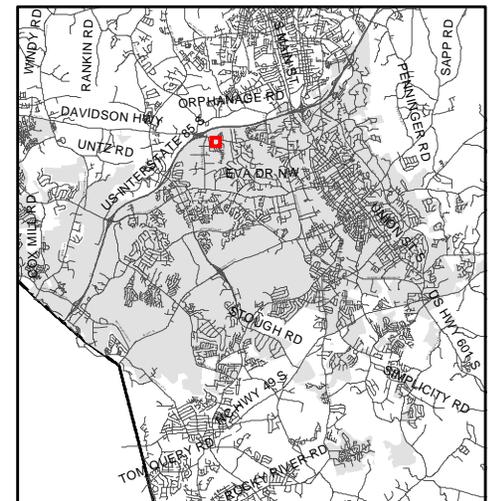




**Z(CD)-03-22
AERIAL**

**Rezoning application
C-2 (General Commercial) to
RC-CD (Residential Compact
- Conditional District)**

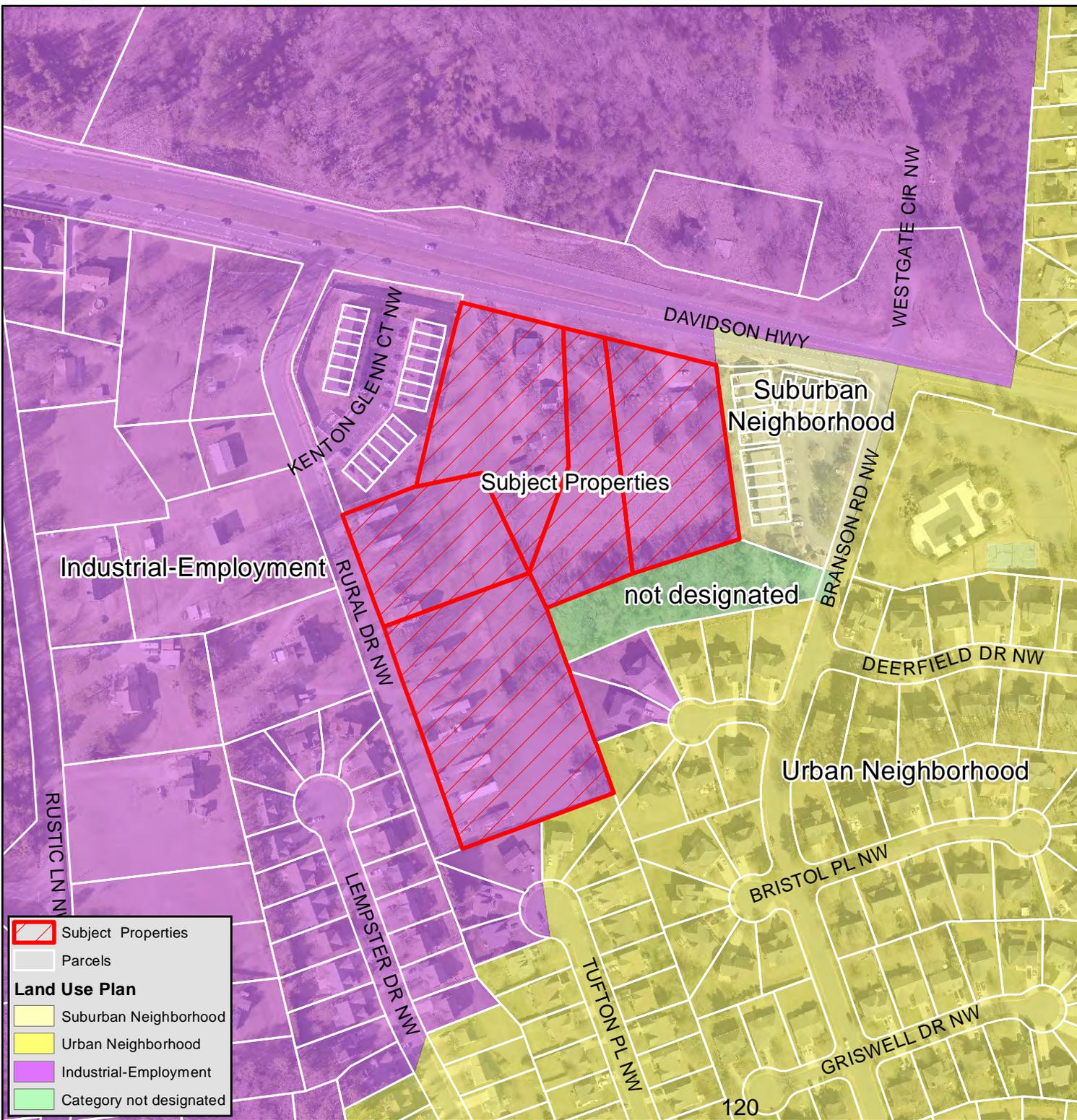
4145 Davidson Hwy
PINs: 5601-86-5796, 5601-86-7834,
5601-86-8679, 5601-86-4583, 5601-86-6204



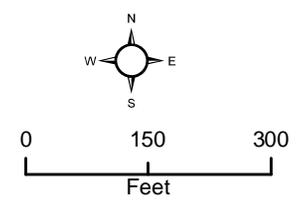
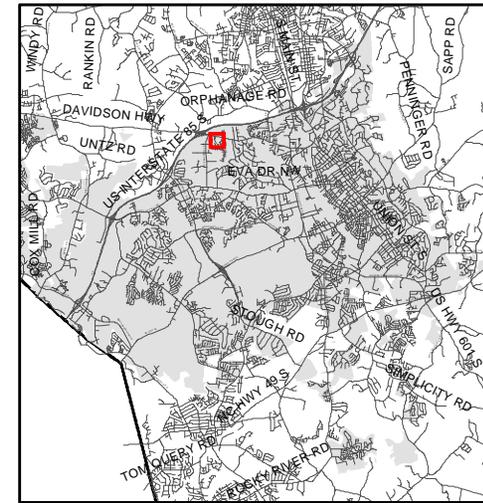
**Z(CD)-03-22
LAND USE PLAN**

**Rezoning application
C-2 (General Commercial) to
RC-CD (Residential Compact
- Conditional District)**

4145 Davidson Hwy
PINs: 5601-86-5796, 5601-86-7834,
5601-86-8679, 5601-86-4583, 5601-86-6204



	Subject Properties
	Parcels
Land Use Plan	
	Suburban Neighborhood
	Urban Neighborhood
	Industrial-Employment
	Category not designated



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

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

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951, may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute 160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951 does hereby recognize a need to amend the text of certain articles of the City of Concord Development Ordinance.

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

SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations", Section 8.3.5.Q. "Food Trucks", 5. "Other Regulations Applying to All Food Truck Operations" be amended as set forth below:

5. Other Regulations Applying to All Food Truck operations:

- A. All food trucks shall be located within a surface parking lot or within a designated parking space or spaces on public streets.
- B. Food Truck Vendors outside the Center City Zoning District shall not locate within 50ft of an existing single-family use.
- C. Food truck vendors shall have a minimum of 2 dedicated parking spaces per operation.
- D. Food truck operators are responsible for the proper disposal of waste and trash associated with the operation.
- E. No amplified music, microphones or bullhorns shall be permitted as part of the food truck operation.
- F. The only signage permitted for food trucks shall be a menu board, measuring no larger than ~~328~~ 328 sf, and placed no further than 10ft from the wall of the food truck. Menu boards shall not be illuminated.
- G. Pennants, balloons, facsimile signage, or other items barred by Article 12 are expressly prohibited.
- H. 75' of separation is required from the main entrance of the nearest restaurant during the restaurant's posted hours of operation.
- I. All food trucks must leave the site every night or be parked so that the vehicle/mobile food unit is not visible from public rights-of-way.

SECTION 2: That this Ordinance be effective immediately upon adoption.

Adopted in this September 8th, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



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

Applicant: Concord California Associates, LLC Date: 5/17/2022

Applicant's address: 48 Beechwood Ave. NW, Concord, NC 28025
Mailing Address: 11062 Winnetka Ave, Chatsworth, CA 91311

Applicant's telephone: Home: Work: 310-424-5459

Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Davidson Dr. NW, north of Beechwood Ave, partially paved as a private ingress/egress, not to public road standards,
portion entering into and ending in 48 Beechwood Ave. NW

List all adjoining property owners, other than applicant (use additional page, if necessary):
Name: Propst Properties LLC; O'Charley's Inc. Name: SouthStar Basile LLC
Address: 1389 Concord Pkwy N. Address: 1421 Concord Pkwy N. Ste 10
Concord, NC 28025 Concord, NC 28025
Name: SBBH Developments 6 LLC Name: SBBH Developments 6 LLC
Address: 1465 Concord Pkwy N. Address: 1475 Concord Pkwy N.
Concord, NC 28025 Concord, NC 28025

Reason for Petition for Closure of Right-of-Way: Davidson Dr. NW dead-ends into 48 Beechwood NW, it should not
be a public road on private property, it encroaches into our property and terminates in property bounds and goes nowhere.
The Public has never used the road as it is an ingress/egress to the property. It does not meet city standards for public ROW
and city never maintained it.

Signature(s) of applicant(s): [Signature] Date: 05/17/2022
Date:
Date:
Date:

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

Please submit this application to the Planning & Neighborhood Development Department

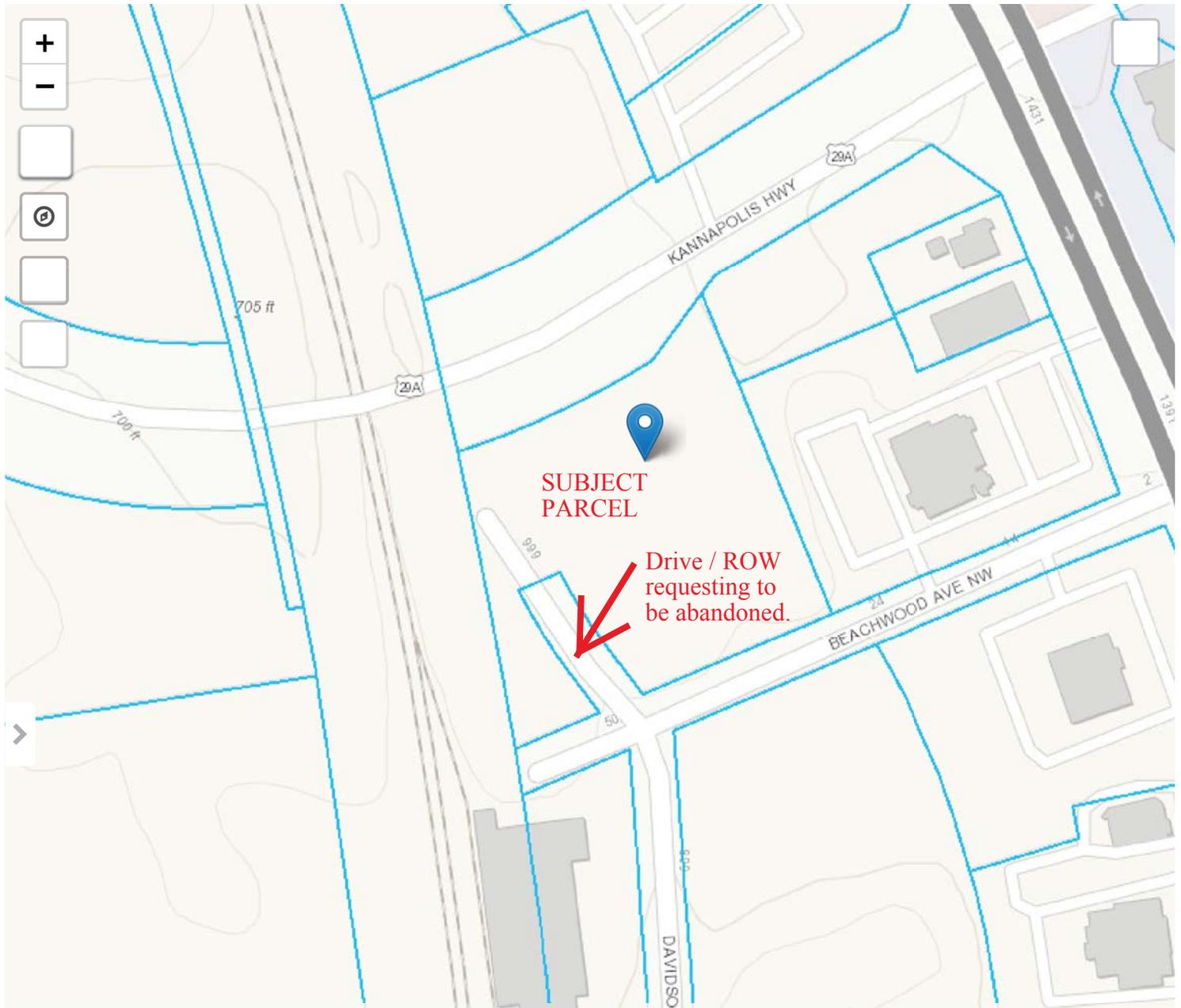
Staff Use Only:
Fee: Received by: Date:

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

Legal description of 46-50 Beechwood Ave NW, Concord NC

Lying and being in Number 4 and 12 Township, Cabarrus County, North Carolina, on the north side of Beechwood Street, East of the right-of-way for Norfolk and Southern Railway and being more particularly described as follows:

BEGINNING at a set iron pin at the northern edge of the right-of-way for Beechwood Street, a corner of Propst Properties, LLC, now or formerly (Book 2636, page 118) and running thence with the edge of the right-of-way for Beechwood Street S. 68-10-51 W. 227.20 feet to a point, said point being N. 27-02-47 W. 26.22 feet from a pk nail in the intersection of Beechwood Street and Davidson Drive; thence with the edge of an extension of Davidson Drive five (5) calls: 1) N. 36-12-09 W. 64.60 feet to a new iron rod; thence 2) a curve with a chord bearing of N. 31-13-30 W. 97.68 feet with an arc of 97.80 feet and a radius of 565.0 feet to a new iron rod; thence 3) S. 68-10-51 W. 50.14 feet to a pk nail; thence 4) a curve with a chord bearing of S. 31-03-09 E. 110.41 feet with an arc of 110.56 feet and a radius of 615.0 feet to an iron stake; thence 5) S. 36-12-09 E. 51.58 feet; thence S. 68-10-51 W. 200.29 feet, passing an iron stake at 114.49 feet to a point in the center of the right-of-way for Norfolk and Southern Railway, such point lying between the north bound and south bound tracks; thence with the center of the right-of-way, a curved line with a chord bearing of N. 11-22-06 W. 728.89 feet, with an arc of 729.37 feet and a radius of 5807.85 feet to an iron stake, a corner of Sparks Enterprises, Inc., (Deed Book 455, page 469); thence with the line of Sparks, N. 68-47-01 E. 353.14 feet to an iron stake, said stake being S. 44-47-19 W. 389.06 feet from MCGS monument "MALL" having coordinates N.: 618,457.566 and E.: 1,521,777.996; thence with the line of Sparks, Andrew Basile (Deed Book 714, page 291) and Propst Properties, LLC, S. 21-19-09 E. 713.11 feet, passing an iron stake at 202.09 feet to the point of BEGINNING, containing 6.519 acres, more or less, as platted and surveyed by Zackie L. Moore, PLS December 2, 2004.



Lat: 35.43658786640604 Lon: -80.6063157559423

RESOLUTION OF INTENT

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

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

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

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

Lying and being in the City of Concord, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a calculated point, said point being located on the northern right-of-way of Beechwood Avenue NW (50' Public R/W), thence through the property of Concord California Associates, LLC (Deed Bk. 5722, Pg. 295) the following five (5) calls (1) N 36°12'09" W 51.58 feet to a calculated point; (2) with a curve to the right, having a radius of 615.00 feet, an arc of 110.56 feet and a chord bearing of N 31°03'09" W 110.41 feet to a calculated point; (3) N 68°10'51" E 50.14 feet to a calculated point; (4) with a curve to the left, having a radius of 565.00 feet, an arc of 98.17 feet and a chord bearing and distance of S 31°14'37" E 98.04 feet to a calculated point; (5) S 36°12'03" E 64.23 feet to a calculated point, said point being located on the northern right-of-way of Beechwood Avenue NW (50' Public R/W); thence with the northern right-of-way of Beechwood Avenue NW (50' Public R/W), S 68°10'51" W 51.62 feet to the POINT AND PLACE OF BEGINNING and containing 0.186 AC.

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

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

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

Adopted this 8th day of September, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk

A RESOLUTION OF THE CITY OF CONCORD, NORTH
CAROLINA AMENDING ITS INTENTION TO ISSUE TAX-
EXEMPT MULTIFAMILY HOUSING BONDS

WHEREAS, on May 9, 2019, the City Council (the "City Council") of the City of Concord, North Carolina (the "City") adopted a resolution (the "Inducement Resolution") at the request of Sari and Company (the "Owner") declaring that the City intends to authorize the issuance of its Multifamily Housing Revenue Bonds (the "Bonds") in an aggregate amount not to exceed \$14,000,000, the proceeds of which would be used to finance the acquisition, rehabilitation and equipping of approximately 152 units of multifamily rental housing, to be known as Coleman Mill Apartments (the "Development"), located at 625 Main St SW, Concord, North Carolina 28027;

WHEREAS, the Owner has informed the City that the amount of tax-exempt debt necessary to finance the cost of the Development is more than originally anticipated as a result of increased construction costs caused by supply chain interruptions due to COVID-19, and has requested the City to amend the Inducement Resolution to increase the amount of the Bonds to an amount not to exceed \$20,500,000;

NOW, THEREFORE, BE IT RESOLVED by the City as follows:

1. The City hereby confirms the determination it made in the Inducement Resolution that providing financing for the Development is consistent with the purpose of Section 160D-1311(b) (previously 160A-456(b)) and Chapter 157 of the North Carolina General Statutes (collectively, the "Act") and that therefore the City agrees to assist the Owner in the issuance of the Bonds to finance the acquisition, rehabilitation and equipping of the Development, and, in particular, to undertake the issuance of the Bonds in an amount not to exceed Twenty Million, Five Hundred Thousand Dollars (\$20,500,000) to finance a portion of the cost of the Development.
2. The City intends that the adoption of this resolution be considered as an expression of official intent toward the issuance of the Bonds within the meaning of the regulations issued by the Internal Revenue Service pursuant to Section 1.150-2 of the Treasury Regulations issued pursuant to the Code.
3. All other terms of the Inducement Resolution remain in full force and effect.
4. This resolution shall take effect immediately upon its passage.

EXHIBIT A
(Page 1 of 1)

G:\ENG\SURVEY PROJECTS\2021\2021-043 COUNTRY CLUB DRIVE CULVERT REPLACEMENT\DWG FILES\2021-043 56222073740000 PUE & TCE PLAT.DWG

CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

DATE _____ DIRECTOR OF DEVELOPMENT SERVICES _____

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____ REVIEW OFFICER CABARRUS COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____ REVIEW OFFICER: _____

NOTES :

1. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
2. ALL DISTANCES SHOWN ARE HORIZONTAL U.S. SURVEY FOOT GROUND DIMENSIONS, UNLESS OTHERWISE NOTED.
3. AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
4. THE PROPERTY AS SHOWN ON THIS PLAT IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
5. THIS MAP IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
6. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION AND IS INTENDED FOR EASEMENT ACQUISITION ONLY.
7. THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" & "X" AREA, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710562200K, EFFECTIVE DATE 11/16/2018.

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

I FURTHER CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 31ST DAY OF FEBRUARY, 2022.

DAVID M. MEDLIN
PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA REG. NO. L-4286

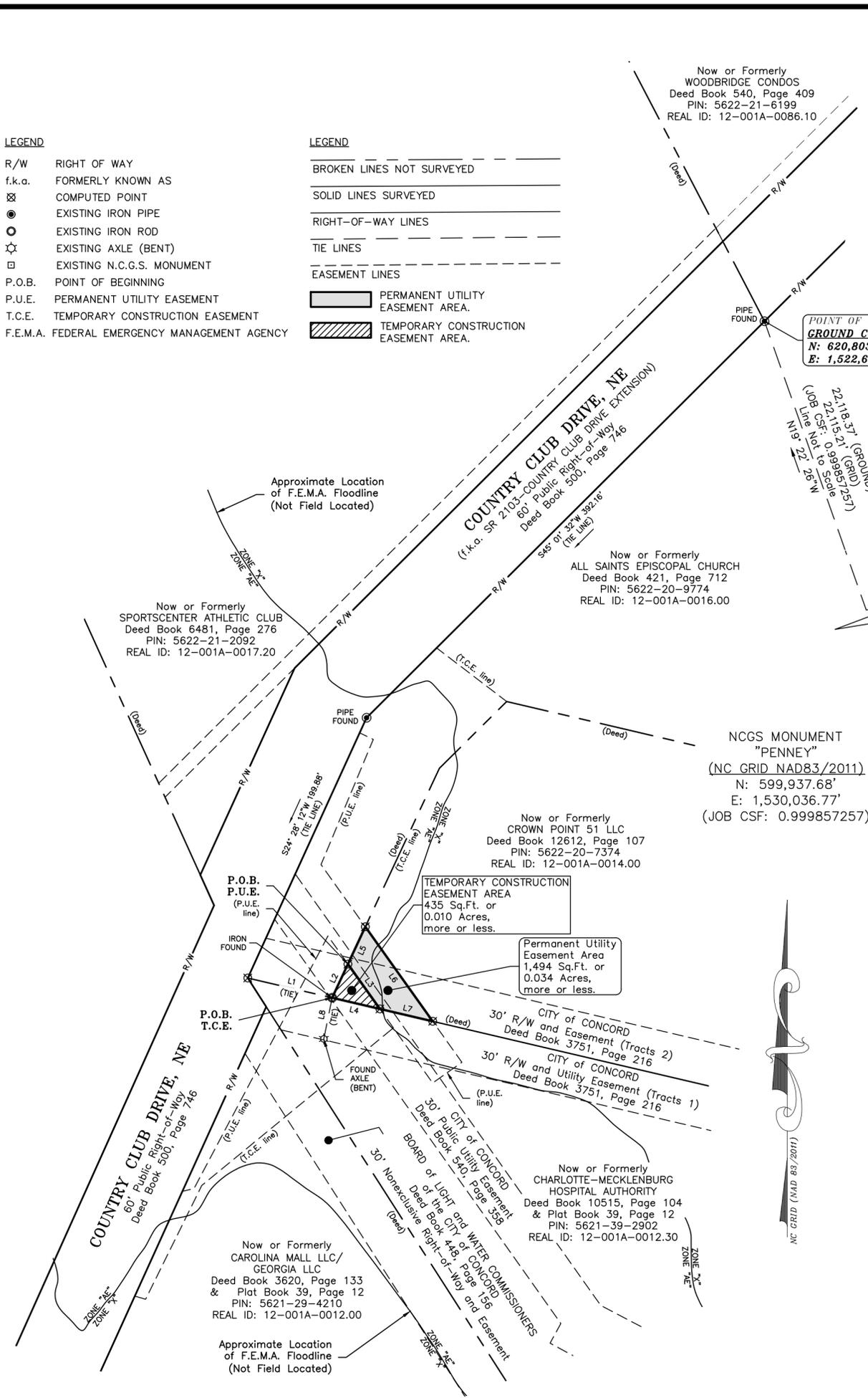
CITY OF CONCORD ENGINEERING DEPARTMENT
635 ALFRED BROWN JR. COURT, SW
CONCORD, NC 28026-0308
704-920-5420 FAX 704-786-4521

LEGEND

- R/W RIGHT OF WAY
- f.k.a. FORMERLY KNOWN AS
- ⊠ COMPUTED POINT
- EXISTING IRON PIPE
- EXISTING IRON ROD
- ☆ EXISTING AXLE (BENT)
- EXISTING N.C.G.S. MONUMENT
- P.O.B. POINT OF BEGINNING
- P.U.E. PERMANENT UTILITY EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY

LEGEND

- BROKEN LINES NOT SURVEYED
- SOLID LINES SURVEYED
- RIGHT-OF-WAY LINES
- TIE LINES
- EASEMENT LINES
 - PERMANENT UTILITY EASEMENT AREA.
 - TEMPORARY CONSTRUCTION EASEMENT AREA.



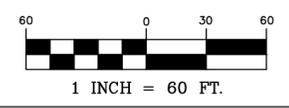
POINT OF COMMENCEMENT
GROUND COORD'S:
N: 620,803.56'
E: 1,522,699.38'

Line Table		
Line #	Direction	Length
L1	S76° 47' 58"E	60.43'
L2	N24° 59' 15"E	25.99'
L3	S35° 23' 46"E	38.49'
L4	N76° 47' 18"W	34.18'
L5	N24° 59' 15"E	28.76'
L6	S35° 23' 46"E	81.06'
L7	N76° 47' 19"W	37.81'
L8	N11° 25' 23"E	29.34'

EASEMENT PLAT

PART OF THE PROPERTY OF:
CROWN POINT 51 LLC
DEED BOOK 12612, PAGE 107
PIN: 5622-20-7374; REAL ID: 12-001A-0014.00
400 KINGSFORT DRIVE, NE, CONCORD, NC 28025
No. 04 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA

SCALE 1" = 60' DATE: FEB. 3, 2022
PREPARED BY: JES CHECKED BY: DMM



REVISIONS:		
NO.	DATE	DESCRIPTION

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire a variable width permanent utility easement and a variable width temporary construction easement on a real property parcel both identified and defined, as follows:

Variable Width Permanent Utility Easement:

Lying and being in the City of Concord, Number Four (4) Township, Cabarrus County and being all of the Permanent Utility Easement Area, 1,494 Square Feet or 0.034 Acres, more or less as shown on map titled, "Easement Plat, Part of the Property of Crown Point 51, LLC," and is attached as Exhibit A for further reference.

Variable Width Temporary Construction Easement:

Lying and being in the City of Concord, Number Four (4) Township, Cabarrus County and being all of the Temporary Construction Easement Area, 435 Square Feet or 0.010 Acres, more or less as shown on map titled, "Easement Plat, Part of the Property of Crown Point 51, LLC," and is attached as Exhibit A for further reference.

WHEREAS, the variable width permanent utility easement and variable width temporary construction easement, currently owned by Crown Point 51, LLC is being acquired for the purpose of the construction of stormwater infrastructure improvements along with all fixtures and appurtenances; and

WHEREAS, representatives of the City of Concord are in negotiation with the above stated owners to acquire the above-described properties by negotiated conveyance.

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

The City of Concord will acquire by condemnation or negotiated conveyances for the purposes stated above the property and interest therein described above to the Resolution.

The City Attorney is authorized and directed to acquire by negotiated offer or, in the alternative, institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes, to acquire the properties described above.

Adopted this _____ day of August, 2022.

ATTEST:

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

By: _____
Kim J. Deason, City Clerk

By: _____
William "Bill" Dusch, Mayor

[SEAL]

CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

DATE _____ DIRECTOR OF DEVELOPMENT SERVICES _____

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____ REVIEW OFFICER CABARRUS COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

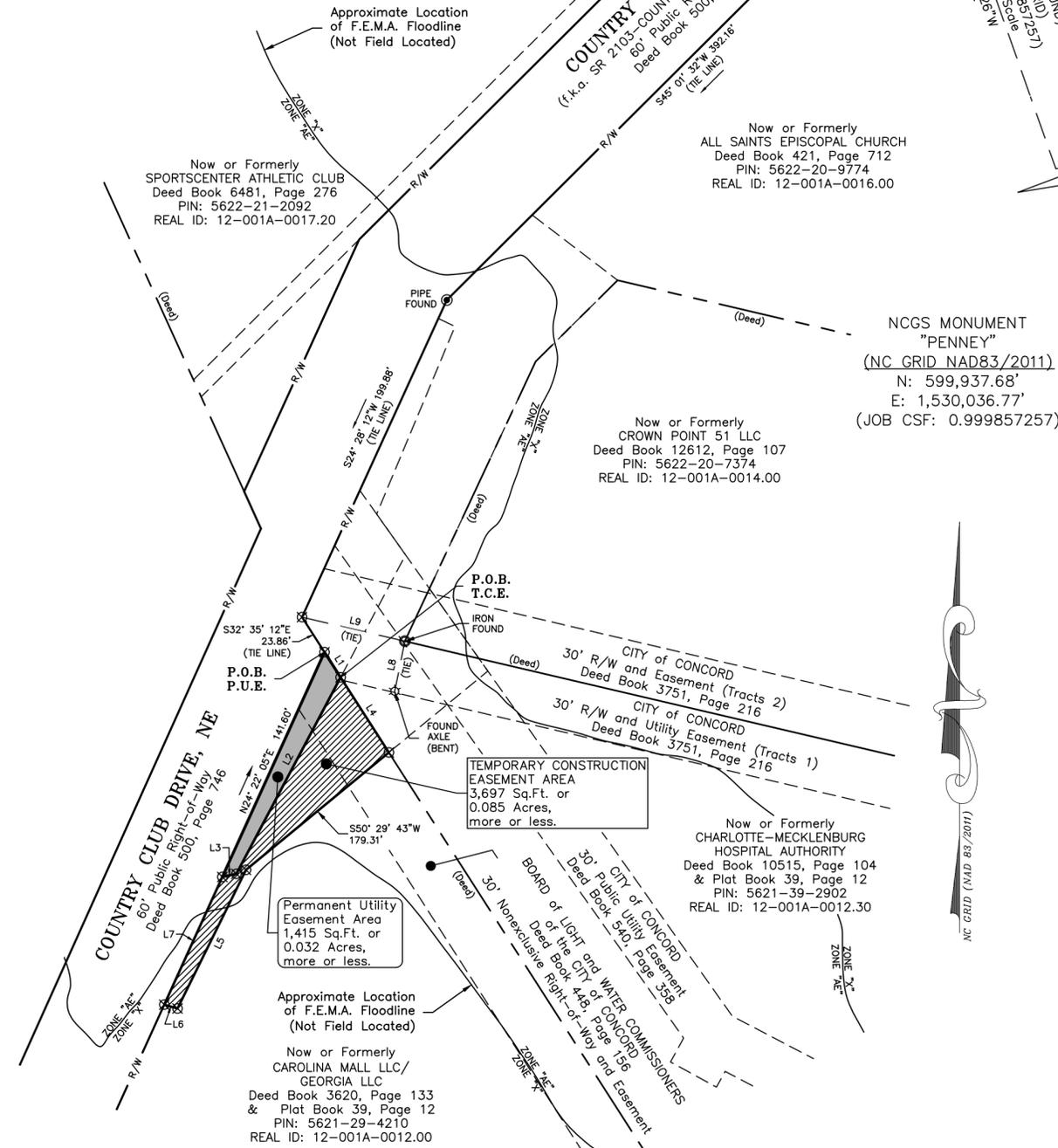
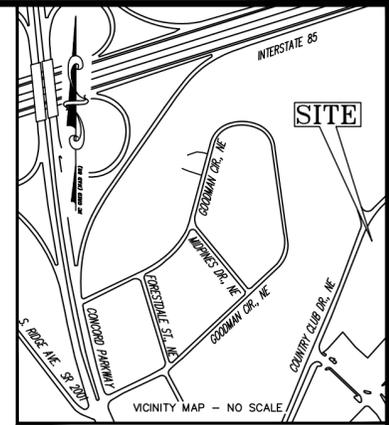
DATE: _____ REVIEW OFFICER: _____

LEGEND

- R/W RIGHT OF WAY
- f.k.a. FORMERLY KNOWN AS
- ☒ COMPUTED POINT
- EXISTING IRON PIPE
- EXISTING IRON ROD
- ☆ EXISTING AXLE (BENT)
- ▣ EXISTING N.C.G.S. MONUMENT
- P.O.B. POINT OF BEGINNING
- P.U.E. PERMANENT UTILITY EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY

LEGEND

- BROKEN LINES NOT SURVEYED
- SOLID LINES SURVEYED
- RIGHT-OF-WAY LINES
- TIE LINES
- EASEMENT LINES
- PERMANENT UTILITY EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT AREA



**POINT OF COMMENCEMENT
GROUND COORD'S:**
N: 620,803.56'
E: 1,522,699.38'

Line Table		
Line #	Direction	Length
L1	S32° 35' 22"E	17.13'
L2	S27° 52' 17"W	127.53'
L3	S77° 13' 42"W	8.23'
L4	S32° 35' 21"E	51.17'
L5	S26° 12' 41"W	88.67'
L6	N73° 40' 35"W	7.85'
L7	N24° 22' 05"E	80.43'
L8	N11° 25' 23"E	29.34'
L9	N76° 47' 58"W	60.43'

NOTES :

- THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
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- AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
- THE PROPERTY AS SHOWN ON THIS PLAT IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
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- THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" & "X" AREA, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710562200K, EFFECTIVE DATE 11/16/2018.

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

I FURTHER CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30th DAY OF FEBRUARY, A.D., 2022.

DAVID M. MEDLIN
PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA REG. NO. L-4286

CITY OF CONCORD ENGINEERING DEPARTMENT
635 ALFRED BROWN JR. COURT, SW
CONCORD, NC 28026-0308
704-920-5420 FAX 704-786-4521

EASEMENT PLAT

PART OF THE PROPERTY OF:
**CAROLINA MALL LLC/
GEORGIA LLC**

Deed Book 3620, Page 133
& Plat Book 39, Page 12
PIN: 5621-29-4210; REAL ID: 12-001A-0012.00

400 KINGSFORT DRIVE, NE, CONCORD, NC 28025
No. 04 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA

SCALE 1" = 60' DATE: FEB. 3, 2022
PREPARED BY: JES CHECKED BY: DMM

1 INCH = 60 FT.

REVISIONS:		
NO.	DATE	DESCRIPTION

G:\ENG\SURVEY PROJECTS\2021\2021-043 COUNTRY CLUB DRIVE CULVERT REPLACEMENT\DWG FILES\2021-043 56212942100000 PUE & TCE PLAT.DWG

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire a variable width permanent utility easement and a variable width temporary construction easement on a real property parcel both identified and defined, as follows:

Variable Width Permanent Utility Easement:

Lying and being in the City of Concord, Number Four (4) Township, Cabarrus County and being all of the Permanent Utility Easement Area, 1,415 Square Feet or 0.032 Acres, more or less as shown on map titled, "Easement Plat, Part of the Property of Carolina Mall," and is attached as Exhibit A for further reference

Variable Width Temporary Construction Easement:

Lying and being in the City of Concord, Number Four (4) Township, Cabarrus County and being all of the Temporary Construction Easement Area, 3,697 Square Feet or 0.085 Acres, more or less as shown on map titled, "Easement Plat, Part of the Property of Carolina Mall, LLC," and is attached as Exhibit A for further reference.

WHEREAS, the variable width permanent utility easement and variable width temporary construction easement, currently owned by Carolina Mall, LLC, a Georgia limited liability company, is being acquired for the purpose of the construction of stormwater infrastructure improvements along with all fixtures and appurtenances; and

WHEREAS, representatives of the City of Concord are in negotiation with the above stated owners to acquire the above-described properties by negotiated conveyance.

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

The City of Concord will acquire by condemnation or negotiated conveyances for the purposes stated above the property and interest therein described above to the Resolution.

The City Attorney is authorized and directed to acquire by negotiated offer or, in the alternative, institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes, to acquire the properties described above.

Adopted this _____ day of August, 2022.

ATTEST:

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

By: _____
Kim J. Deason, City Clerk

By: _____
William "Bill" Dusch, Mayor

[SEAL]



Southeastern Consulting Engineers, Inc.

August 22, 2022

Mr. Scott Chunn
Deputy Director of Electric Systems
City of Concord
P. O. Box 308
Concord, North Carolina 28025

Ref.: Construction of 100 KV Transmission Line
Bid Recommendation

Dear Scott:

The City received sealed proposals at 2:00 p.m. on August 18, 2022, from three contractors for the Construction of 100 KV Transmission Line at Substation T and Delivery 4. The three bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

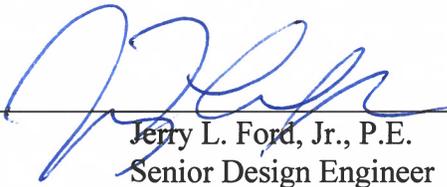
The low bid was submitted by Power Grid Services of Gardner, North Carolina in the amount of \$893,283.39. This total was adjusted to include miscellaneous items that were not provided within the bid summary. The revised amount is \$982,322.92 and remains the low bid. The Electric Department has worked with Power Grid Services on previous projects and they have performed to expectations.

We recommend that the City accept Power Grid Services' proposal in the amount of \$982,322.92 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.
Senior Design Engineer

JLF/lc

Enc: Bid Tabulation

cc: Mr. Alex Burris
Mrs. Andrea Cline
Mr. Ty Barbee

600 MINUET LANE P.O. BOX 240436 CHARLOTTE, NC 28224
PHONE: (704) 523-6045 FAX: (704) 523-8317

BID TABULATION

Construction of 100 KV Transmission Line
Substation T and Delivery No. 4

City of Concord
Concord, North Carolina

Date: 2:00 PM, August 18, 2022
Bid No. 2548

<u>Bidder</u>	<u>Power Grid Services</u>	<u>Williams Electric</u>	<u>Lee Electrical</u>
<u>Installation Units - Transmission</u>			
Total, Installation Units - Transmission	\$ <u>*853,834.07</u>	\$ <u>2,204,056.00</u>	\$ <u>1,607,895.00</u>
<u>Installation Units - Distribution</u>			
Total, Installation Units - Distribution	\$ <u>77,093.31</u>	\$ <u>155,050.00</u>	\$ <u>98,550.00</u>
<u>Removal Units - Distribution</u>			
Total, Removal Units - Distribution	\$ <u>51,395.54</u>	\$ <u>30,725.00</u>	\$ <u>30,275.00</u>
TOTAL, ALL UNITS	\$ <u>*982,322.92</u>	\$ <u>2,389,831.00</u>	\$ <u>1,736,720.00</u>
Bid Bond	<u>✓</u>	<u>✓</u>	<u>✓</u>

*Corrected for mathematical errors.

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

DATE: August 18, 2022

FORMAL BID: Yes- Bid # 2548

BID DATE: August 18, 2022

DEPARTMENT: Electric, Steel Pole Installation-
Delivery 4 and Sub T

BIDDERS	AMOUNT	DELIVERY
Power Grid Services	\$982,322.92	N/A
Lee Electrical	\$1,736,720.00	N/A
Williams	\$2,389,831.00	N/A

RECOMMENDATION: Power Grid Services

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

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

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: _____ DATE: _____

COMMENTS: _____



Southeastern Consulting Engineers, Inc.

August 22, 2022

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

Ref.: Substation W Equipment Bids
Bid # 2547

Dear Alex:

The City received sealed proposals on August 18,2022, from nine suppliers solicited for providing substation equipment that will be installed at the City’s new Substation W. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Steel Structure

Substation Enterprises
145 Commercial Court
PO Box 2010
Alabaster, AL 35007
Proposal # FK-4224
Delivery: 32-34 weeks

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
115 – 13.2 kV Substation Structure	1	<u>\$356,718.00</u>

Schedule II – Power Transformers

Virginia Transformer Corporation
220 Glade view Drive, NE
Roanoke, VA 24012
Order # G223003A
Delivery: 40-45 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101.25-13.2 kV, 16.8/22.4/28 MVA	2	\$995,991.00	\$1,991,982.00
Offloading	2	Included	Included
Commissioning	2	Included	Included
Total Sch. II			<u>\$1,991,982.00</u>

Schedule III – 115 kV Circuit Switchers

S&C Electric Company
 C/O RW Chapman Company
 PO Box 240748
 Charlotte, NC 28224
 Quote# Q-70077-2
 Delivery: 49-51 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
115 kV Circuit Switcher	2	\$70,700.00	<u>\$141,400.00</u>

Note: The low bid submitted by GE Grid did not meet the requirements of the specifications.

Schedule IV – 15 kV Circuit Breakers

Siemens Industry, Inc.
 7000 Siemens Road
 Wendell, NC 27591
 Proposal #: SF22449518
 Delivery: 36-38 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
SD7-MA 15.5-20-2000	2	28,813.00	<u>\$57,626.00</u>

Note: The low bid submitted by Myers Controlled Power did not meet the requirements of the specifications.

Schedule V – Metalclad Switchgear

Myers Controlled Power, LLC
 219 E. Maple Street
 Suite 100/200E
 Quote # 23062
 40 Weeks after approved drawings

<u>Description</u>	<u>Quantity</u>		<u>Total Price</u>
Metalclad Switchgear	1		\$883,237.00
Offloading	1		\$20,250.00
Onsite Commissioning	1		\$10,128.00
Total Sch. V			<u>\$913,615.00</u>

The total cost for the five schedules is \$3,461,341.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
Jerry L. Ford, Jr., P.E.
Senior Design Engineer

cc: Scott Chunn
Andrea Cline

BID TABULATION

Substation W

Equipment and Materials

City of Concord
Concord, North Carolina

Date: August 18, 2022
 Time: 2:30 PM, EST
 Bid No. 2547

<u>Bidder</u>		<u>Substation</u>	<u>Peak Substation</u>			
<u>Schedule I</u>	<u>Qty.</u>	<u>Enterprises</u>	<u>Services</u>			
115-13.2 KV Substation						
Structure	1	\$ 356,718.00	\$ 379,800.00	\$	\$	\$
Delivery		<u>24-26 Weeks</u>	<u>32-34 Weeks</u>			
Manufacturer		<u>Substa. Enter.</u>	<u>Whitlow/Peak</u>			

<u>Bidder</u>		<u>Virginia</u>	<u>WEG</u>			
<u>Schedule II</u>	<u>Qty.</u>	<u>Transformers</u>				
101.25-13.2 KV, 16.8/22.4/28.0 MVA						
Power Transformer	2	\$ 1,991,982.00	\$ <u>Non Responsive</u>	\$	\$	\$
Offloading	2	<u>Included</u>				
On Site Commissioning	2	<u>Included</u>				
 Total, Schedule II		<u>\$ 1,991,982.00</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Delivery		<u>40-45 Weeks</u>				
Manufacturer		<u>VTC</u>				

<u>Bidder</u>		<u>S&C</u>	<u>GE Grid</u>			
<u>Schedule III</u>	<u>Qty.</u>					
115 KV Circuit Switchers	2	\$ 141,400.00	\$ 81,320.00	\$	\$	\$
Delivery		<u>49-51 Weeks</u>	<u>38-42 Weeks</u>			
Manufacturer		<u>S&C</u>	<u>GE Grid</u>			

BID TABULATION (Continued)

Substation W
 City of Concord
 Concord, North Carolina

Date: August 18, 2022
 Time: 2:30 PM, EST
 Bid No. 2547

<u>Bidder</u>		<u>ABB</u>	<u>National Transformer</u>	<u>Myers</u>	<u>_____</u>	<u>_____</u>
Schedule IV	<u>Qty.</u>					
Main Breakers (2000A)	2	\$ 61,565.22	\$ 57,626.00	\$ 52,928.00	\$ _____	\$ _____
Delivery		<u>24 Weeks</u>	<u>38 Weeks</u>	<u>36-38 Weeks</u>	<u>_____</u>	<u>_____</u>
Manufacturer		<u>ABB</u>	<u>Siemens</u>	<u>Myers</u>	<u>_____</u>	<u>_____</u>
<u>Bidder</u>		<u>Powerconn</u>	<u>NTS</u>	<u>Myers</u>	<u>_____</u>	<u>_____</u>
Schedule V	<u>Qty.</u>					
Metalclad Switchgear	1	\$ 1,030,138.00	\$ 910,603.00	\$ 883,237.00	\$ _____	\$ _____
Offloading	1	27,343.00	TBD	20,250.00	<u>_____</u>	<u>_____</u>
On Site Commissioning	1	-----	TBD	10,128.00	<u>_____</u>	<u>_____</u>
Total, Schedule V		\$ <u>1,057,481.00</u>	\$ <u>910,603.00</u>	\$ <u>913,615.00</u>	\$ <u>_____</u>	\$ <u>_____</u>
Delivery		<u>6/2024</u>	<u>63 Weeks</u>	<u>40 Weeks</u>	<u>_____</u>	<u>_____</u>
Manufacturer		<u>Powerconn</u>	<u>Siemens</u>	<u>Myers</u>	<u>_____</u>	<u>_____</u>

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

DATE: August 18, 2022

FORMAL BID: Yes- Bid # 2547

BID DATE: August 18, 2022

DEPARTMENT: Electric, Substation W,
Equipment and Materials Schedule 1

BIDDERS	AMOUNT	DELIVERY
Substation Enterprises	\$356,718.00	24-26 weeks
Peak Substation Services	\$379,800.00	32-34 weeks

RECOMMENDATION: Substation Enterprises

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) Digitally signed by Alex

Alex Burris

Burris
Date: 2022.08.26 06:56:51
-04'00'

DATE: _____

DEPARTMENT HEAD: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.08.26 09:16:02 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: _____

Ryan LeClear

Digitally signed by Ryan LeClear
Date: 2022.08.26 09:35:03 -04'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: _____

Jessica Jones

Digitally signed by Jessica Jones
Date: 2022.08.26 13:29:23
-04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.08.26 15:50:12 -04'00'

DATE: _____

COMMENTS: _____

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

DATE: August 18, 2022

FORMAL BID: Yes- Bid # 2547

BID DATE: August 18, 2022

DEPARTMENT: Electric, Substation W,
Equipment and Materials Schedule 2

BIDDERS	AMOUNT	DELIVERY
Virginia Transformer	\$1,991,982.00	40-45 weeks

RECOMMENDATION: Virginia Transformer

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

Alex Burris

Digitally signed by Alex
Burris

Date: 2022.08.26 06:59:10
-04'00'

DEPARTMENT HEAD: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.08.26 09:17:12 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: _____

Ryan LeClear

◆◆◆◆◆

Digitally signed by Ryan LeClear
Date: 2022.08.26 09:36:16 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

Jessica Jones

Digitally signed by Jessica Jones
Date: 2022.08.26 13:30:25 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.08.26 15:51:30 -04'00'

DATE: _____

COMMENTS: _____

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

DATE: August 18, 2022

FORMAL BID: Yes- Bid # 2547

BID DATE: August 18, 2022

DEPARTMENT: Electric, Substation W,
Equipment and Materials Schedule 3

BIDDERS	AMOUNT	DELIVERY
GE Grid	\$81,320.00	38-42 weeks
S&C	\$141,400.00	49-51 weeks

RECOMMENDATION: S&C

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

Digitally signed by Alex
Burris

Alex Burris

Date: 2022.08.26 07:00:29

DEPARTMENT HEAD: _____

-04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.08.26 09:17:54 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

Ryan LeClear

Digitally signed by Ryan LeClear

Date: 2022.08.26 09:40:04 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

Jessica Jones

Digitally signed by Jessica Jones
Date: 2022.08.26 13:31:14 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.08.26 15:51:54 -04'00'

DATE: _____

COMMENTS: _____

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

DATE: August 18, 2022

FORMAL BID: Yes- Bid # 2547

BID DATE: August 18, 2022

DEPARTMENT: Electric, Substation W,
Equipment and Materials Schedule 4

BIDDERS	AMOUNT	DELIVERY
Myers Controlled Power	\$52,928.00	36-38 weeks
National Transformer Sales	\$57,626.00	38 weeks
ABB	\$61,565.22	24 weeks

RECOMMENDATION: National Transformer Sales

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

Digitally signed by Alex
Burris

Alex Burris

Date: 2022.08.26 07:01:10
-04'00'

DEPARTMENT HEAD: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.08.26 09:18:28 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

Ryan LeClear

Digitally signed by Ryan LeClear
Date: 2022.08.26 09:40:53 -04'00'

DATE: _____

COMMENTS: _____

Digitally signed by Jessica
Jones
Date: 2022.08.26 13:32:03
04'00'

FINANCE DIRECTOR: _____

Jessica Jones

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.08.26 15:52:26 -04'00'

DATE: _____

COMMENTS: _____

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

DATE: August 18, 2022

FORMAL BID: Yes- Bid # 2547

BID DATE: August 18, 2022

DEPARTMENT: Electric, Substation W,
Equipment and Materials Schedule 5

BIDDERS	AMOUNT	DELIVERY
National Transformer Sales	\$910,603.00	63 weeks
Myers Controlled Power	\$913,615.00	40 weeks
Powerconn	\$1,057,481.00	June 2024

RECOMMENDATION: Myers Controlled Power

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED): _____

Digitally signed by Alex

Alex Burris

Burris

Date: 2022.08.26

DEPARTMENT HEAD: _____

07:02:31 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

LeDerick Blackburn

Digitally signed by LeDerick Blackburn

Date: 2022.08.26 09:19:18 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

Ryan LeClear

Digitally signed by Ryan LeClear

Date: 2022.08.26 09:41:49 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

Jessica Jones

Digitally signed by Jessica Jones
Date: 2022.08.26 13:32:58 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.08.26 15:52:53 -04'00'

DATE: _____

COMMENTS: _____



August 29, 2022

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

Dear LJ,

Thank You for your interest in purchasing ONE (1) 35' Gillig BRT Low Floor BAE Hybrid bus utilizing options off the Piedmont, NC contract with GILLIG. I prepared the following price quote based on your previous specifications. I also included the applicable PPI adjustment per the contract. Please reference the price summary dated August 29, 2022, for complete details.

Gillig is pleased to quote the following:

(1) 35' BRT LOW FLOOR BAE HYBRID

\$880,432.00 Each

Pricing valid for Thirty (30) days and is FOB Concord, NC. Prices exclude any taxes and license fees. Delivery will be within 54 weeks after receipt of purchase order.

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

Sincerely,

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

RESOLUTION RELEASING EASEMENT

WHEREAS, a public utility easement was granted on Plat Book 65 Page 84 recorded in the Cabarrus County Registry to the City of Concord for water and sanitary sewer; and

WHEREAS, as a result of development on the property and design changes to the sewer alignment, the developer request that a portion of said easement be abandoned; and

WHEREAS, the release of the portion of said easement would not be contrary to the public interest;

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

1. That a portion of the 30' public utility easement recorded on Plat Book 65 Page 84 and more particularly shown on Exhibit "A" is hereby ordered abandoned, and all rights and interest of the City are released.
2. The City's property rights in the released portion easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to the property owner's of record.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 8th day of September 2022.

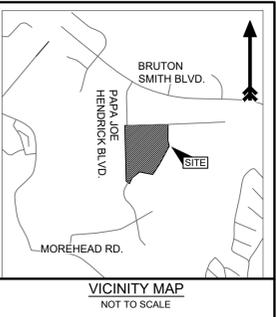
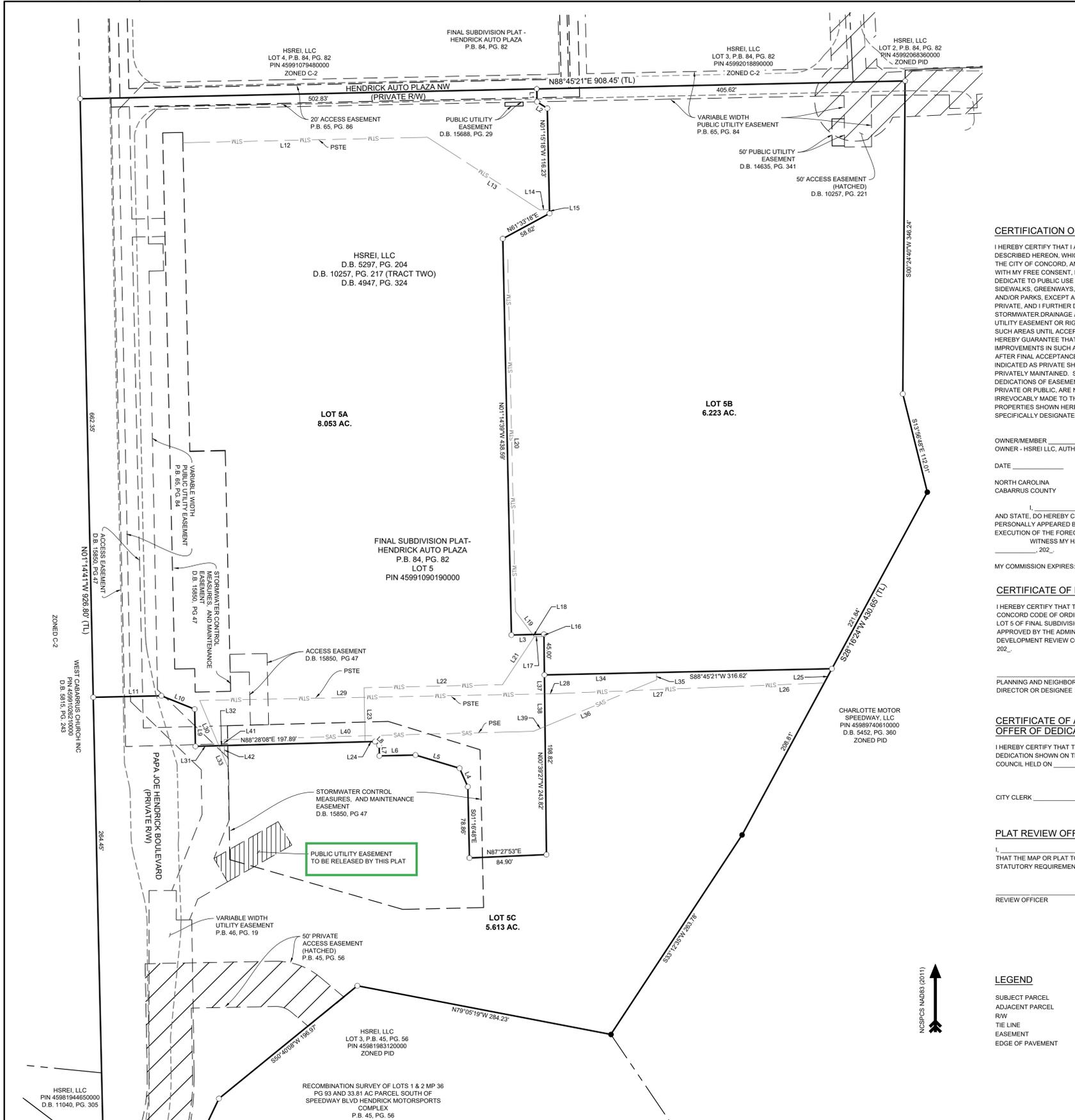
CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor

Exhibit A



CERTIFICATION OF OWNERSHIP AND DEDICATION

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

OWNER/MEMBER
 OWNER - HSREI, LLC, AUTHORIZED AGENT
 DATE _____
 NORTH CAROLINA
 CABARRUS COUNTY
 _____, A NOTARY PUBLIC FOR SAID COUNTY
 AND STATE, DO HEREBY CERTIFY THAT
 PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE
 EXECUTION OF THE FOREGOING INSTRUMENT.
 WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF
 _____, 202__.

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE 'SUBDIVISION OF LOT 5 OF FINAL SUBDIVISION PLAT-HENDRICK AUTO PLAZA' SUBDIVISION WAS APPROVED BY THE ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON _____, 202__.

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON _____, 202__.

PLAT REVIEW OFFICER CERTIFICATE

I, _____, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

LEGEND



BOUNDARY

Line #	Length	Direction
L1	14.27	N01°16'48"W
L2	13.43	N57°08'28"W
L3	35.79	S88°45'21"W
L4	22.35	S24°01'36"E
L5	50.68	S73°10'18"E
L6	39.80	N88°43'12"E
L7	11.58	S01°16'48"E
L8	6.17	S46°16'48"E
L9	41.12	S01°09'03"E
L10	39.50	S68°02'21"E
L11	75.07	N88°45'19"E

EASEMENT

Line #	Length	Direction
L12	269.41	S88°43'08"W
L13	147.32	N56°59'11"W
L14	10.77	N88°43'12"E
L15	4.23	N01°15'18"W
L16	2.40	S00°39'27"E
L17	10.55	S88°45'21"W
L18	2.95	N36°43'58"W
L19	31.86	N36°43'58"W
L20	389.70	N01°14'39"W
L21	63.66	S33°23'18"W
L22	152.63	S88°43'12"W
L23	59.79	S01°16'48"E
L24	10.92	N88°28'08"E
L25	17.93	S28°16'24"W
L26	117.37	S87°43'03"W
L27	179.35	S87°43'03"W
L28	11.25	S88°54'00"W
L29	379.84	S88°54'00"W
L30	54.29	S22°48'14"E
L31	25.83	N88°28'08"E

EASEMENT

Line #	Length	Direction
L32	5.95	N88°28'08"E
L33	26.44	S22°48'14"E
L34	123.41	N88°45'21"E
L35	8.23	N01°16'48"W
L36	126.64	N67°15'44"E
L37	20.95	S00°39'27"E
L38	36.11	S00°39'27"E
L39	13.66	N67°15'44"E
L40	296.32	N88°26'28"E
L41	6.52	N01°33'32"W
L42	9.78	S01°33'32"E

GENERAL SURVEY NOTES

- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF, UNLESS NOTED OTHERWISE.
- AREAS COMPUTED BY COORDINATE METHOD.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.
- NCGS MONUMENT "M 027" WAS UTILIZED AS PART OF THIS SURVEY.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO(S) 371045900K (DATED NOVEMBER 16, 2018), AND 3710459800K (DATED NOVEMBER 16, 2018) THE SUBJECT TRACT(S) SHOWN HEREON LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). ANY FLOODPLAIN LINES SHOWN HEREON ARE GEOREFERENCED AND ARE NOT BASED ON ACTUAL FIELD LOCATIONS/ELEVATIONS.
- UNDERGROUND UTILITIES SHOWN ON THE FACE OF SURVEY HEREON ARE BASED UPON ALL OR A COMBINATION OF THE FOLLOWING: STRUCTURE INVERT INFORMATION; AN 811 UTILITY LOCATE; A PRIVATE UTILITY LOCATE AND EXISTING MARKINGS OBSERVED ON SITE AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE OF THE EXACT LOCATION(S) OF THESE UNDERGROUND UTILITIES. UNDERGROUND UTILITIES ARE CURRENT IN SERVICE OR HAVE BEEN ABANDONED OR THAT ALL UNDERGROUND UTILITIES ON SITE ARE SHOWN. UNDERGROUND UTILITIES ARE SHOWN FOR GRAPHICAL REPRESENTATION ONLY AND SHOULD NOT BE UTILIZED FOR DESIGN PURPOSES.
- ADJACENT PROPERTY LINES TO THE SUBJECT TRACT ARE CONTIGUOUS WITH ONE ANOTHER.
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 5 OF THE PLAT ENTITLED "FINAL SUBDIVISION PLAT-HENDRICK AUTO PLAZA", RECORDED IN P.B. 84, PG. 82, INTO 3 LOTS.
- LOTS 5A, 5B, AND 5C HAVE ACCESS TO BRUTON SMITH BOULEVARD AND STOWE LANE. PUBLIC RIGHTS-OF-WAY, THROUGH EASEMENTS RECORDED IN D.B. 10257, PG. 221, P.B. 45, PG. 56 AND P.B. 46, PG. 19.
- THE FIRST AMENDED AND RE-STATED STORMWATER CONTROL MEASURES (SCMs), PAGE 47 REPLACES AND SUPERSEDES THE PRIOR SCM AGREEMENT RECORDED IN BOOK 14671, PAGE 116.
- ZONING INFORMATION SHOWN HEREON WAS TAKEN FROM CABARRUS COUNTY GIS.
- INITIAL AREA OF LOT 5 PRIOR TO SUBDIVISION IS 19.889 ACRES.
- LINEAR FEET OF HENDRICK AUTO PLAZA NW, A PRIVATE RIGHT-OF-WAY, ACROSS THE PLAT IS 865'. LINEAR FEET OF PAPA JOE HENDRICK BOULEVARD, A PRIVATE RIGHT-OF-WAY ACROSS THE PLAT IS 662'.
- EXISTING LOT IS ZONED C-2 AND PID ACCORDING TO THE CABARRUS COUNTY GIS.
- PRIVATE STORM SEWER EASEMENT AND PRIVATE SANITARY SEWER EASEMENT SHOWN HEREON ARE RESERVED FOR USE BY AND BETWEEN THE OWNERS OF LOTS 5A, 5B, AND 5C. EASEMENTS ARE TO BE GRANTED SUBSEQUENT TO THE RECORDATION OF THIS PLAT, VIA SEPARATE DOCUMENTATION.

IMPERVIOUS AREA

ALLOWABLE: 80%
 LOT 5 A
 ASPHALT - 141,180 SQFT
 CONCRETE - 48091 SQFT
 STRUCTURES - 8456 SQFT
 LOT 5 B
 ASPHALT - 188,337 SQFT
 CONCRETE - 10154 SQFT
 STRUCTURES - 20438 SQFT
 LOT 5 C
 ASPHALT - 29841 SQFT
 CONCRETE - 5759 SQFT
 STRUCTURES - 264 SQFT

SETBACK REQUIREMENTS:

MINIMUM LOT SIZE: NONE STATED
 MAXIMUM DENSITY: NONE STATED
 MINIMUM FRONTAGE: 30'
 MINIMUM LOT WIDTH: 50'
 MINIMUM LOT DEPTH: 100'
 MAXIMUM BUILDING HT: 48'

NOMENCLATURE

P.B. PLAT BOOK
 PIN PARCEL NUMBER
 PG. PAGE
 AC. ACRE
 D.B. DEED BOOK
 POB POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 CF COMBINED FACTOR (GROUND TO GRID)
 NGS NATIONAL GEODETIC SURVEY
 NAD NORTH AMERICAN DATUM
 NCSPCS NORTH CAROLINA STATE PLANE COORDINATE SYSTEM
 R/W RIGHT-OF-WAY
 PSTE CENTERLINE OF 10' PRIVATE STORM SEWER EASEMENT
 PSE CENTERLINE OF 10' PRIVATE SANITARY SEWER EASEMENT

MONUMENTATION

- 1/2" REBAR FOUND UNLESS OTHERWISE STATED
- 1/2" REBAR SET CAPPED "ACRO"
- MAGNETIC NAIL SET WITH WASHER STAMPED "ACRO"
- NGS MONUMENT FOUND

GPS CERTIFICATION

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS (OR GNSS) SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
 CLASS OF SURVEY: A
 POSITIONAL ACCURACY: 0.06'
 TYPE OF GPS (OR GNSS) FIELD PROCEDURE: NC RTN
 DATE(S) OF SURVEY: OCTOBER 2021
 DATUM/EPOCH: NAD 83(2011)2010.00
 PUBLISHED/FIXED CONTROL: NGS "M 027"
 GEOD MODEL: 18 (CONUS)
 COMBINED GRID TO GROUND FACTOR: 0.999847502
 UNITS: US SURVEY FEET

SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE DEEDS AND MAPS/PLATS LISTED HEREON). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM DOCUMENTS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS THAT OF A CLASS A SURVEY; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND THAT THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS.

PRELIMINARY PLAT
 NOT FOR RECORDATION,
 CONVEYANCES, OR SALES
 BY: EDWARD J. MILLER, PLS L-4888 DATE _____
 EMILLER@ACRO-DS.COM

PREPARED BY
ACRO-DS
 ACRO DEVELOPMENT SERVICES
 ENGINEERS • SURVEYORS
 601 S. Cedar Street, Suite 101
 Charlotte, NC 28202
 P: 704-716-5680

COA SEAL

PROJECT LOCATION
 CITY OF CONCORD,
 CABARRUS COUNTY,
 NORTH CAROLINA
 SURVEY PREPARED FOR/OWNER
 HSREI, LLC
 6000 MONROE ROAD, SUITE 100
 CHARLOTTE, NC 28212

PROJECT NAME
 GMR/COT CONCORD
 AUTO MALL PLAT
 PROJECT NUMBER
 2021-087V

REVISIONS

NO.	DATE	DESCRIPTION
1/1	08/03/2022	

SURVEY TITLE
 SUBDIVISION OF LOT 5 OF
 FINAL SUBDIVISION PLAT -
 HENDRICK AUTO PLAZA
 SHEET NUMBER DATE
 1/1 08/03/2022
 SCALE: 1" = 60'





GIBSON FIELD

ACADEMY - GIBSON VILLAGE PARK
 MASTER PLAN
 CONCORD, NC





ACADEMY-GIBSON PUBLIC INPUT SUMMARY

TOTAL VIEWS: 2,385

Full Participants: 528 (All surveys)

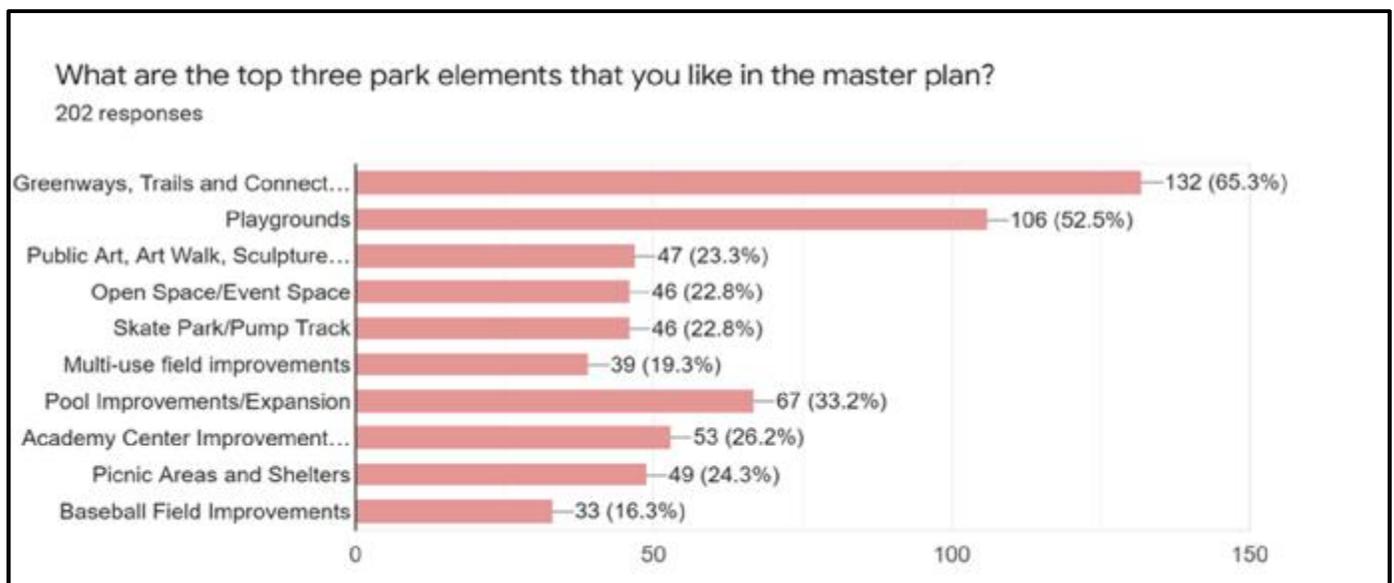
Total Responses: 4,136

Total Comments: 187

CONSENSUS TOP CHOICE RANKINGS

1. GREENWAYS / TRAILS / SIDEWALKS / CONNECTIVITY
2. PLAYGROUNDS
3. SKATE PARK / PUMP TRACK
4. POOL IMPROVEMENTS / EXPANSION
5. FIELD IMPROVEMENTS
6. ACADEMY CENTER RENOVATIONS / EXPANSION
7. PICNIC AREAS & SHELTERS
8. ART WALK / PUBLIC ART
9. EVENT SPACE / FLEXIBLE OPEN SPACE
10. OUTDOOR COURTS

3rd Survey Results + Community Workshop Comments (Closed 4/30/22)



2nd Survey Results 01/24/22 (Closed 01/23)

A. Which Five (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household? (114 Responses, 26 comments in comments section below):

1. Paved Multi-use Trails 69%
2. Art Walk / Sculpture Garden 48%
3. New Playgrounds 44%
4. Open/Event Space 42%

5. Field Improvements	41%
6. Academy Center Renovations	39%
7. Pool Improvements/Expansion	39%
8. Picnic Areas/Shelters	35%
9. Skate Park	32%
10. Pump Track	30%
11. Academy Center Expansion	30%

B. Should the improvements/construction of the Academy-Gibson Park & Connectivity Plan be phased over time, how would you rank the following in order of importance? (54 Responses, 3 comments in comments section below):

1. Expand Village Greenway	70%
2. Improve Streetscapes & Connectivity	70%
3. Academy-Clearwater Park (Pump Track, Sculpture Garden)	61%
4. Academy Center / McInnis Pool Renovations and Expansion	56%
5. Gibson Field Improvements	54%
6. Webb & McAllister Field Improvements	48%
7. Academy-Kerr Corner Property Improvements	48%

C. Please indicate level of support for the following statements:

1. Park Improvements should focus on access, connectivity and inclusion (remove barriers) to ensure equitable use for all neighborhood residents and citizens (80% Very Supportive, 14% Somewhat Supportive)
2. Academy-Gibson Parks should protect & enhance natural areas, and seek to improve the City's green footprint, open space and natural beauty in the urban context (78% Very Supportive, 17% Somewhat Supportive)
3. Academy-Gibson Parks should provide more public and passive recreation opportunities that are open to the public (74% Very Supportive, 23% Somewhat Supportive)
4. I support adding turf and opening up Webb Field for more events such as movies in the park, festivals, art events, outdoor fitness classes, etc. (65% Very Supportive, 22% Somewhat Supportive)
5. I support the renovation of older facilities and preservation of history vs. newer facilities (55% Very Supportive, 23% Somewhat Supportive)
6. Academy-Gibson Park Planning should be cohesive and comprehensive with uniformity of a larger neighborhood park even though multiple sites are included (52% Very Supportive, 32% Somewhat Supportive)

D. Option A vs. B, Pump Track two locations, or Pump Track, Skate Park, and Open space (59 Responses):

1. Option B: Larger Pump Track & Skate Park at Kerr-Cedar, Open Space at Academy-Kerr corner – 78% 69%
2. Option A: Pump Track in two locations, Open Space at Kerr-Cedar – 22%

1st Survey Results 01/25/21 (Closed 01/24)

Total Participants = 199

A. Which of the following parks/facilities are regularly used or visited (161 Responses):

1. Paved Multi-use Trails	79%
2. Unpaved Walking Trails	58%
3. Natural Areas	54%
4. Playgrounds	45%
5. Picnic Areas/Shelters	37%
6. Splash Pad	32%
7. Flexible Open Space	28%

8. Off-road bike trails	27%
9. Dog Parks	23%
10. Disc Golf	22%
11. Soccer/Football Fields	20%
12. Swimming Pools	18%
13. Baseball/Softball Fields	16%
14. Outdoor Fitness Equipment	15%
15. Community/Recreation Center	14%
16. Basketball Courts	12%

B. Top Choices – Which 5 would you like to see or be likely to support (161 responses)

1. Paved Multi-use Trails	57%
2. Natural Areas	42%
3. Unpaved Walking Trails	39%
4. Playgrounds	38%
5. Pump Track or skate park	30%
6. Picnic Areas	25%
7. Outdoor Courts	25%
8. Dog Park	23%
9. Nature Play	20%
10. Off-road Bike Trails	20%
11. Flexible Open Space	19%
12. Incorporation of Public Art	17%
13. Splash Pads	16%
14. Swimming Pools	15%
15. Disc Golf	15%
16. Recreation/Community Center	14%
17. Outdoor Fitness	14%
18. Educational Opportunities	13%
19. Baseball/Softball Fields	11%
20. Soccer/Football Fields	11%
21. Event Space	11%

C. Concord Park Facilities Visited Most Often (158 responses)

1. Frank Liske Park	75%
2. Les Myers Park	62%
3. McGee Park	52%
4. James Dorton Park	47%
5. Gibson Field	18%
6. WW Flowe Park	18%
7. Academy Recreation Center	16%
8. Weddington Road Bark Park	13%
9. Hartsell Complex	13%
10. Beverly Hills Park	13%
11. Hartsell Park	13%
12. McAllister Field	11%
13. Webb Field	8%
14. Lake Fisher	8%
15. McInnis Pool	6%
16. Caldwell Park	5%

D. SUPPORTING STATEMENTS (% very or somewhat supportive) (171 responses)

1. Parks should provide passive recreation opportunities	99%
2. Parks should preserve natural areas	99%

3. I support the improvement of existing parks	99%
4. Parks should provide active recreation opportunities	97%
5. I support the addition of new facilities	96%
6. Parks should have programmed spaces and facilities	82%
7. Parks should provide facilities that support indoor recreation programs	80%

E. Reasons that prevent you from visiting parks in the Gibson Village neighborhood (147 responses)

1. I do not know the location of the parks	35%
2. Lack of amenities in parks	32%
3. Parks are too far from residence	24%
4. Other	22%
5. Parks are not well maintained	14%
6. Use private or other community facilities	12%
7. Lack of parking	9%
8. Parks are too crowded	5%
9. Operating Hours	4%

ADDITIONAL COMMENTS: SURVEY #3

- An indoor pool Like Huntersville Aquatics Center. This could be wonderful for all training for lifeguards at area pools community winter lessons and community lap pool. It could also house larger events like conference meets for all area swim teams, and have its own Concord Swim Club for year-round and master swimmers. It could also house a portion of a connectivity to the greenways so people can access walking biking and running to events and not drive.
- just keep making all area parks equal
- Especially like connectivity concept. Need better way to inform public and encourage participation.
- Safety is the most important element for me. There are too many vagrants walking around and I do not feel safe using the greenways and other facilities. It would be wonderful if these public spaces were available for all not just the homeless.
- Natural Wildlife area for the Deer and Squirrels and foxes to play.
- Playgrounds that are more than just slides and swings would be awesome. Something more like a ninja course/obstacle course and more climbing apparatuses. A bike pump track would be excellent!
- Cabarrus county is in dire need of public soccer/lacrosse/field sports areas for public use. Turf, while a pipe dream would be a worthy investment
- Build Community Parks, some areas do not have park et all.
- We need a safe skate park for our teenagers!
- I have 1yr old twins who put everything in their mouth. Love the idea of turf or anything but NOT mulch under playgrounds. They just eat it. Like Harrisburg had turf we love that! Also a semi fenced in play area. Maybe like 1 way in and out I feel safer that way.
- Water bottle filling stations are a must!
- Football fields would be nice. Not everyone plays soccer and baseball
- it would be great to have an circular walking area surrounding a playground. that way a parent could walk exercise and still monitor their children
- We need a safe skate park for our teenager Community.
- I want it ASAP
- Pickleball courts
- There is a huge demand for a skate park!
- How much total area is there? Are you talking about Gibson Field plus the location of the Boys and Girls Club? If so area in each location. Ron Locatis. 704-794-3439
- We need more safe spaces for our youth groups to meet. Groups like Girl Scouts, Boy Scouts, Big Brothers Big Sisters, etc.
- More safety! Either more patrol cars or park rangers to make everyone feel safe to use the area.
- Baseball is everything
- I live on the corner of Academy and would be thrilled to see a playground and/or a skate park in this area!
- I think you should plan to make improvements in the things people use the most then with what funds are left over chose to add additional items to the list. I'm a project manager and this is the course of action I would take. But you're in the planning stages and getting input from the community that it will directly affect is key for a successful project!

- Pickleball
- A soft turf or soft rubber ground for yoga
- Pickleball Courts
- Disc golf course?
- Baseball field improvement too..
- More pool hours, more pool space would be really helpful.
- More outdoor activities as in handball court, gardening ect
- Our city has a serious lack of dedicated pickleball courts! I know they're going to put in four outdoor over at Hartsell but our city needs to consider an indoor facility as well as more outdoor facilities for this rapidly growing sport.
- It would be nice if our playgrounds had equipment for special needs children as well
- Pickle ball courts
- Open up Webb Field for public use/park space
- A splash pad
- Wildflower meadow/native plant garden
- I don't believe pump tracks will age well or have a lot of use

ADDITIONAL COMMENTS (SURVEY 1 & 2)

Comment	Question
Landscaping in particular lacking compared to Kannapolis parks. Kannapolis parks so much better with amenities and entertainment. Need more entertainment at parks and near downtown	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
I only work in Concord (ClearWater). Only use the Greenway and walking path adjacent to ClearWater.	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Safety	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Pandemic closures	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Missing indoor badminton	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Safety	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
I do visit the Village Greenway	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
no skate park	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
The only park I know around Gibson Mill is out of the way for me.	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Lack of places to run safely	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
prefer longer trails	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Lack of bike trails and skate parks	Please check all the reasons that prevent you or others of your household from visiting Concord City Parks within the Gibson Village Neighborhood
Continue working on the greenway connectivity between the parks, neighborhoods and the Carolina Thread Trail system.	Any other comments or suggestions?

Connecting the greenways is the most important to our family of runners, walkers, and bike riders!	Any other comments or suggestions?
I'm looking forward to seeing the Greenway from Lowes to Evans St. to McGill Ave. complete. I've been seeing progress every week and cannot wait to take my bike out again in the spring!	Any other comments or suggestions?
A greenway walking/bike path between Gibson Village, across the railroad to a greenway along the creek to Gibson Mill as a pedestrian byway (avoiding car traffic on sidewalks right next to streets) would be a huge connectivity improvement, and would help foster nature education for youth.	Any other comments or suggestions?
Make a tunnel going under the railway	Any other comments or suggestions?
make an actual plan for clearwater - open the doors - have regular hours of operation - grow up	Any other comments or suggestions?
Agreed. Clearwater's connection with its communities is subpar.	Any other comments or suggestions?
Look at Kannapolis Village Park as an example. Great programming in Village Park and in downtown Kannapolis. High quality of maintenance. Downtown is treated like outdoor linear park. Downtown maintenance should fall under preview of parks and rec.	Any other comments or suggestions?
If you add sports facilities make them for residents only. Current ones are rented out so often residents don't get to use them.	Any other comments or suggestions?
Continue connecting greenways with the parks	Any other comments or suggestions?
Build more trails and greenways	Any other comments or suggestions?
Extending and connecting greenways is greatly appreciated!	Any other comments or suggestions?
The upgrade to concords parks and rec facilities is much overdue and needed. I support and would utilize more.	Any other comments or suggestions?
Keep the areas green behind Clearwater. No concrete, please.	Any other comments or suggestions?
I would like to see the park space next to ClearWater Arts Center and Studios tie into their mission and vision for the future. It should be an open space that allows for multi-purpose events for all ages. We've enjoyed in the past when Parks and the City as a whole joined with ClearWater to have arts, wellness, and other events combining both the Center and the open area. It would NOT suit the area well to have a fixed piece geared towards one specific group, such as a skate park, at this location. We look forward to expanded greenways.	Any other comments or suggestions?
I think we need a new skate park for sure.	Any other comments or suggestions?
Parks are tremendously important to the well-being of our community. I look forward to expansion/connection of the greenways . I would like to see "raised" walkways in areas of frequent flooding.	Any other comments or suggestions?
Explore the creation of a pump track .	Any other comments or suggestions?
My family of 4 loves being outdoors and visiting our local parks. We are pickleball players and would love a public place to play in our area. It is the fastest growing sport in the US!!	Any other comments or suggestions?
The city of concord should be actively conserving nature adjacent to greenway spaces and park woodlands to preserve and promote more flora and fauna wildlife.	Any other comments or suggestions?
Please add dedicated Pickleball courts . Please research how vibrant Huck's Rd courts are in Charlotte. Many people that go there are from Concord.	Any other comments or suggestions?
Improve/maintain what you have before adding more parks . Expanding greenways is a priority for us.	Any other comments or suggestions?

As someone said below, I would love to see all the greenways connected . There are not enough sidewalks, bike lanes, and crosswalks to safely walk, run, ride, etc. on streets here. It would be nice to use the greenways as an alternate mode of transportation.	Any other comments or suggestions?
If you build it, they will come.	Any other comments or suggestions?
Would love to see the pool area improved . We very much missed the opportunity to participate in swimming lessons this year and hope for the opportunity this coming summer. A public indoor pool area would be an incredible addition to our community as well.	Any other comments or suggestions?
Please build more of indoor badminton courts as lot of Asians community are now residing in Concord	Any other comments or suggestions?
Indoor Badminton needed	Any other comments or suggestions?
Can we get badminton court?	Any other comments or suggestions?
Continue work to connect the greenways while preserving nature around them.	Any other comments or suggestions?
Concord needs outdoor concert venue like Kannapolis has.	Any other comments or suggestions?
Concord need an outdoor concert like Kannapolis has.	Any other comments or suggestions?
More pickleball courts	Any other comments or suggestions?
We love the folks at the Academy Rec Center! They are kind, happy, and inclusive! They make everyone who uses the center or takes one of their programs feel super special. We also love the McInnis Aquatic Center. It's a great way to continue to integrate our community. It could benefit from some upgrades , especially to the bathroom/changing room area.	Any other comments or suggestions?
More extensive greenways to extend or connect to McEachern greenway and more sidewalks leading to the greenways. McEachern greenway to make its way past Brookwood Avenue. With investment growing and revitalization of Downtown Concord and Gibson Mill flourishing, more pedestrian connectivity between Downtown Concord and Gibson Mill, preferably in the form of greenway(s). Pedestrians do not want to compete with traffic and sparse sidewalks.	Any other comments or suggestions?
Splash pads and quality playground equipment would be nice as would an outdoor concert venue .	Any other comments or suggestions?
Concord needs an outdoor concrete skatepark!	Any other comments or suggestions?
A pump track is a great amenity for youth and adults of all ages and skills levels and is much more forgiving than a skate park.	Any other comments or suggestions?
It would be great to have greenway connectivity between the parks, neighborhoods and the Carolina Thread Trail system.	Any other comments or suggestions?
Splash pad and new playgrounds	Any other comments or suggestions?
The city needs a skate park!	Any other comments or suggestions?
Connected greenways like Cary/Raleigh has would be awesome!	Any other comments or suggestions?
Would like to see a dog park closer to the Gibson Village area, happy to see there are more greenway spaces in the works	Any other comments or suggestions?
We need a skatepark in Concord!!	Any other comments or suggestions?
More disc golf would awesome! Les myers might support it? Playground structures like in Europe would be great (Berlin has a lot of cool examples)	Any other comments or suggestions?
A suggestion would be to connect the hospital area (northeast) to the downtown park areas with a wide off-street bike path through the church street corridor.	Any other comments or suggestions?
we need a skate park	Any other comments or suggestions?

The City of Concord really needs to look into a competition ready indoor swimming facility that could handle the programming of local and regional high school meets. This would be a great revenue generator for the city, and help lessen the constraints on limited pools in Cabarrus County.	Any other comments or suggestions?
I'd like to see the city of Concord have an outdoor venue like Kannapolis does for summer concerts.	Any other comments or suggestions?
I'd like to see Concord have an outdoor space like Kannapolis does for summer concerts, shows and fireworks	Any other comments or suggestions?
Money promised to the Logan community years ago for renewal has not yet come to fruition. That should be priority.	Any other comments or suggestions?
I 100% support a skatepark ! Currently driving from the UNCC area up to 45 minutes just to skate.	Any other comments or suggestions?
Greenways for biking and running are my biggest concern.	Any other comments or suggestions?
Need to improve safety of the area as part of the revitalization process	Any other comments or suggestions?
Would love to see pedestrian/bike-friendly connectivity between Gibson Village Field and Gibson Mill.	Any other comments or suggestions?
Creating and connecting greenways is the most important to my family. If there could be lit greenways it would be even better especially in winter.	Any other comments or suggestions?
Bathrooms, water fountains & bleachers need updating at Webb & Academy fields.	Any other comments or suggestions?
I would love to see the expansion of the greenways.	Any other comments or suggestions?
Would love to see the Village Greenway expanded and maintained	Any other comments or suggestions?
There should be a better way to advertise events happening around town. The billboards and buses should at least advertise things in the area. Social Media is ok but as an adult I'm tied to it so I rely on things like billboards and the side of a bus type deals.	Any other comments or suggestions?
playground structures for middle to high school aged children. I think Greenville, SC (or maybe Columbia) has a really cool one. Atlanta, too, I think.	Any other comments or suggestions?
Please work with Morrison's building supply to find another street to use for their trucks perhaps behind their building. Pine street NW is too small to manage all of the big trucks and this is a residential neighborhood.	Any other comments or suggestions?
Walking trails are important to us. Connecting with other local trails would be nice. Natural vegetation and waterways should be featured.	Any other comments or suggestions?
I would like to see a public art park for spray paint murals. I've seen this in other cities and it was great for their economy. I can see it benefiting Concord.	Any other comments or suggestions?
Clearwater is a wonderful facility that remains unknown and undervalued. Many people have no idea it actually exists!!! Please place more value and effort in connecting with the surrounding community.	Any other comments or suggestions?
A pump track and more mountain bike trails would be amazing, so would disc golf. Greenways are always good	Any other comments or suggestions?
Connecting greenways and having a user-friendly app that shows a map of trails and parks	Any other comments or suggestions?
Skills area for mountain bikers, it would be used because the high school across has a mountain bike team. I'm one of the club presidents and we would be more than willing to help build it.	Any other comments or suggestions?

Concord badly needs a pump track! get more kids on bikes!!	Any other comments or suggestions?
Please build bike trails	Any other comments or suggestions?
Would love to see a pump track and bike skills area in the concord area. We have to travel to the south side of Charlotte or Lowell for these now. The addition of the Brown Mill mountain bike trail to the area is awesome.	Any other comments or suggestions?
Basketball court at every park	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Greenways!!	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
More parking	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Not so many separations between spaces. Example: If you have kids playing ball you can watch your other kids playing on the playground at the same time and it not be far from where you are sitting. If you haven't already, I would ask a group of mothers, who would be using this space.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Dog Park	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Jason, Cabarrus County should consider adding a disc golf course to the park. Disc golf courses can be woven throughout the park without disrupting existing operations (as done at Frank Liske Park in Cabarrus County and Hornets Nest Park in Mecklenburg County. Since COVID, interest and participation in disc golf has grown exponentially in the Charlotte-Cabarrus area. As a matter of fact, several professional disc golfers have moved into the area because of this (Jeremy Koling, Paul Ulibarri, Kevin Jones, Paige & Grady Shue to name a few). Recently at the weekend opening of Eastway Park in Mecklenburg County, there was a 3.5-hr wait to play disc golf. Also, this is a "low-cost" addition to the project and you could probably team with the Charlotte disc golf club to help with design. Good luck!	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
cab co should really not implement a new disc golf course until they can demonstrate plans which safely separate golf fairways and pedestrian traffic. I know space can be a premium but the Dorton and Vietnam Veteran's courses are poorly implemented for both players and pedestrian traffic. Even Frank Liske hole 7 another example, and with all that park space!	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
unpaved mountain bike / hiking trails	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Basketball interests would be better served with improved facilities inside the Recreation Center (instead of outside) where cleanliness, sanitation, safety, equipment, and oversight can be fully maintained on a regular basis by city staff.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
This will end up being the same old conservative boring stuff. Unpaved trails , yes, that is practical and always in demand. But organized sporting venues need to go somewhere else. The community needs are more important. Tired of people using the community as their playground and being territorial. As far as something unique, A dirt bike trail . But that will never happen.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?

I've seen the interest and visitors the Brown Mill bike trail brings in from surrounding areas. Let's keep it going with the pump track!!	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
I'll say that a lot of younger kids that would never see this post would vote for a pump track and skate park . The parents aren't going to vote for that so please consider that the local kids would love both.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Please make more safe places to ride bicycles . Thank you	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Is there any way to include several pickleball courts in the overall plan? This adds diversity to the activities and is attractive to all age groups.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
We would love to see a skate park & a pump track	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Dog park!	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Nice walking trails with interesting plants	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
The lack of parking has reduced the viability of Webb Field. The lack of parking makes it no longer viable for many past events. The lack of parking makes all of this area less attractive for use. Please improve the Aquatic Center , it has been in dire need of improvements since it was originally constructed. The Gibson Ballpark improvements are fantastic . I hope it increases the utilization of that terribly underutilized space. Improvements to Gibson Ballpark should be done with a future that includes other events being held here.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Outdoor Basketball courts	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
The skate park in Mooresville gets tons of use and is extremely minimal if any up keep. The closest one is 35 minutes from us whereas there are several of the other options listed close by.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Bike trail	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
more pickleball courts in the area are needed, and I agree with the basketball hoop areas (need them)	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Has anyone check with neighbors on Cedar to see how receptive they are to a skatepark? This should be a priority since they will be impacted by the noise. I support a skatepark , just not in a residential area.	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
bathroom/restrooms	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
Wild flower and natural local weeds and plants	Which FIVE (5) recreational facilities shown on the conceptual drawings are most important to you and/or members of your household?
I hate that there isn't a basketball court at every park.	Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.

<p>I would love for this park to have basketball ball hoops. The only park with basketball courts is located in the lower income area. I feel that a basketball court would be a great way to make this new park stand out and change the outlook of the community. This would be a diverse decision and would make people view this type of outcome more respectable. It's really not fair for the lower income parks to have basketball goals and the more attractive parks to have nothing but disc golf and tennis. Please consider this because the community is feeling this way.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>You need to explain what a Pump Track is...most folks have no clue. I didn't till I looked it. I would have selected it as one of my top 5 had I known.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>I would love to see Webb Field safe to bring back American Legion Baseball. They should not have to play in Kannapolis or keep moving around. I am afraid they are losing support.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>I think most of the street and road improvements are well-thought and welcome as some of these streets are wide and have very little markings for traffic. McGill losing the right hand turn lane may make it safer for pedestrians. I believe you should consider a left turn lane for Harris St NW as it appears to get plenty of through traffic from McGill to Harris and a single lane may create traffic backed up to the at-grade rail road crossing.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>I am disappointed in the lack of community engagement associated with this mater planning process. Beyond surveys, the Gibson Village community has not had a chance to participate in any design processes. I was surprised to learn last year that this process had even begun without outreach to the neighborhood association. We are an organized community and Park and Rec should have hosted a planning session that was open to the public. When citizens are engaged in public planning, it helps to ensure buy-in and community ownership. This top-down process only benefits Park and Rec.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>The two options presented are very limiting. I support two pump tracks (for two different age groups) plus a playground for the Cedar Dr. site. This will allow for parents to bring the family to the park and keep all of their children within eye site. The older, more experienced kids can use the more advanced track while the younger ones learn on the entry level track. Kids have a short attention span and move from activity to activity. Integrating a playground into the pump track area will allow for this. MLK Park in Carrboro is a great example. Pay attention to what happens when you have bikers of different skill level on the same pump track. It gets messy.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>How did we end up with a bus stop at the old Academy-Kerr convenience store? The community has had multiple conversations with the City about this site, and this suggestion never surface.</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>
<p>This looks great! Just wish there was an ice skating arena</p>	<p>Please listen to presentation below, or review the attached presentation, and provide any general thoughts and/or comments on the Academy-Gibson Master Plan. A copy of the presentation as well as each concept can be found in the documents section below.</p>

<p>Please improve the quantity of parking in these areas. There are a lot of mobility restricted residents in this area with a keen interest in using the facilities but the lack of parking stops them from coming. The Aquatic Center suffers from lack of parking. Apply your own zoning requirements to other private projects to the parking for these projects.</p>	<p>Should the improvements/construction of the Academy-Gibson Park and Connectivity Plan be phased over time, how would you rank the following in order of importance?</p>
<p>Skate park!!</p>	<p>Should the improvements/construction of the Academy-Gibson Park and Connectivity Plan be phased over time, how would you rank the following in order of importance?</p>
<p>Connectivity and greenways are great for all community members and help encourage an active lifestyle</p>	<p>Should the improvements/construction of the Academy-Gibson Park and Connectivity Plan be phased over time, how would you rank the following in order of importance?</p>

For Office Use Only

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

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

Minimum Submission Requirements:

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

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

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

/ eccreech@conderflags.com

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

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

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

[NO] Concord Mills Blvd. (between Derita Road and I-85)

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

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

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

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

[] MacEachern Blvd SE to Corban Ave SE

[] Corban Ave SE to Corban Ave SW at Spring Street

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

[] All of Barbrick Ave. SW

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

DATES FOR DISPLAY: September 21- October 14th, 2022

Charlotte Speedway/ Bank of America Roval 400 Oct 9th, 2022 Race Day

Banners will be 1- DESIGN AS SHOWN FOR Bank of America Roval 400 WEEKEND

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

30" x 72" double sided

DESCRIPTION OF PURPOSE OF BANNER OR EVENT PROMOTED BY BANNER:

To promote the Bank of America Roval 400 Race and other Race events during that week

DESCRIPTION OF ORGANIZATION PROMOTING EVENT (including contact information):

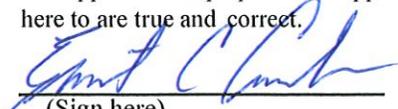
Charlotte Motor Speedway/ David MacDonald/ market

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

Conder Flags/ same men used as always.

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

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



(Sign here)_

Ernest C Creech
Applicant (Print)

Date: August 19, 2022

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

- 2) Applicant may install its banners no earlier than September 21th, 2022 and must remove the banners no later than Oct. 14, 2022

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

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

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

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

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

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

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

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

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

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

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

13) Attachments. Additional Exhibits may be used to further define this Agreement when the Applicant and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with sequential numbers, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this contract and incorporated herein by reference:

- (a) Exhibit 1 – High-resolution photo of proposed banner(s);
- (b) Exhibit 2 – Proof of Insurance;
- (c) Exhibit 3 – Contract between event sponsor/organization and professional installer;
- (d) Exhibit 4 - Written approval of NCDOT district engineer, if applicable.

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

Conder Flag Company, Inc, APPLICANT

BY 
 Printed Name: *Ernest A. Creech*
 Title: President

DATE: August 19th, 2022

CITY OF CONCORD

BY: _____
 , City Manager

DATE: _____

ATTEST BY:

 , City Clerk

EXHIBIT 1

HIGH-RESOLUTION
PHOTO OF PROPOSED
BANNER



72.00" high x 30.00" wide

Charlotte Motor Speedway_ROVAL_400 Lightpole Banner

* Magenta line represents cut lines and edges of substrate and will not be visible on final product.
NOTE: Color varies from monitor to monitor. We print to match the closest CMYK or PMS color.
There is no guarantee that your product will be the exact color that appears on your monitor.

Approved

Date

Kim Deason

From: Morgan, Marc P <mmorgan@ncdot.gov>
Sent: Friday, August 26, 2022 1:16 PM
To: Leslie Parham
Cc: Phillip Graham; Kim Deason; Morgan, Marc P
Subject: RE: [External] Approval for Banners- Bank of America Roval 400

CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Leslie,
Everything is approved as presented. You may proceed as spelled out in signed agreement.
Thank You

Marc P. Morgan, PE, CPM
District Engineer
Division 10 District 1
North Carolina Department of Transportation

-----Original Message-----

From: Leslie Parham <parhaml@concordnc.gov>
Sent: Thursday, August 25, 2022 4:39 PM
To: Morgan, Marc P <mmorgan@ncdot.gov>
Cc: Phillip Graham <grahamp@concordnc.gov>; Kim Deason <deasonk@concordnc.gov>
Subject: [External] Approval for Banners- Bank of America Roval 400

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.<mailto:report.spam@nc.gov>

Good afternoon Marc,

Please see the attached for approval.

Thank you so much.

Leslie Jenkins
Sr. Executive Assistant- CMO
35 Cabarrus Ave. W
Concord, NC 28025
704-920-5201

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

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

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

(a) "Seller": JKM Enterprises, Inc., a North Carolina corporation

(b) "Buyer": City of Concord, a North Carolina municipal corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Address: P/O 255 Branchview Drive NE, Concord, NC 28025

Legal Description: Lot No. 1, 10,910 square feet or 0.250 acres (to be combined with PIN 5621-94-0032.00) as shown on map titled, "1.444 Acres – Branchview Drive NE Revised" dated July 25, 2022 by NorStar Land Surveying, Inc. and is attached as Exhibit A.

The PIN/PID or other identification number of the Property is: P/O PIN 5621-93-5451, Tax ID No. 12056-0016.58

Some or all of the Property may be described in Deed Book 8445 at Page 311, Cabarrus County Registry.

(d) "Purchase Price":

\$ 28,000.00

\$ 0.00

\$ 0.00

\$28,000.00

paid in U.S. Dollars upon the following terms:

~~BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer~~

~~electronic transfer (specify payment service: _____)~~

~~BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer within five (5) days of the Effective Date of this Contract.~~

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

~~(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.~~

(f) "Escrow Agent" (insert name): N/A

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

(h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction. *The City Council of the City of Concord will be presented with this contract on or around September 8, 2022 for approval of the acquisition of this property by City Staff.*

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party’s right to attorneys’ fees incurred in collecting the Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on September 15, 2022, TIME BEING OF THE ESSENCE.

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

(l) **“Settlement Date”**: The parties agree that Settlement will take place on or before September 30, 2022 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

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

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

2. BUYER’S DUE DILIGENCE PROCESS:

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

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

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer’s intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer’s intended use.

- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

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

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

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

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

3. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

- (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

OR:

~~(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):~~

~~First Mortgage Loan:~~

~~Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional USDA~~

~~Other type: _____~~

~~_____~~
~~_____~~
~~in the principal amount of _____~~

~~Second Mortgage Loan:~~

~~Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:~~

~~Other funds:~~

~~Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____~~

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

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

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

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

(i) any loan obtained by Buyer;

(ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;

(iii) appraisal;

(iv) title search;

(v) title insurance;

(vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(vii) recording the deed; and

(viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

has owned the Property for at least one year.

has owned the Property for less than one year.

does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. SELLER OBLIGATIONS:

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

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

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

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

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

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

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

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

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** ~~Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.~~

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

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

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** ~~If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.~~

(n) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: ~~Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:~~

~~(a) Seller shall pay:~~

- ~~(i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;~~
- ~~(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;~~
- ~~(iii) any fees charged for transferring or updating ownership records of the association; and~~
- ~~(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.~~

~~(b) Buyer shall pay:~~

- ~~(i) charges for providing information required by Buyer's lender;~~
- ~~(ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and~~
- ~~(iii) determining restrictive covenant compliance.~~

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in

breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

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

- | | |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

Identify other attorney or party drafted addenda: _____

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

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

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

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

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

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

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

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

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

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

Entity Buyer:

City of Concord, a North Carolina municipal corporation

By: _____

Name: Lloyd Wm. Payne, Jr., City Manager

ATTEST:

By: _____

Kim J. Deason, City Clerk

[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

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

Jessica Jones, Finance Director

Entity Seller:

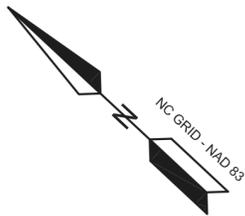
JKM Enterprises, Inc., a North Carolina corporation

By: Susan Machiels

Name: Susan Machiels
[Print Name]

Title: President

Date: 08/25/22



Total Area
62906.11 sf
1.444 AC

Line	Bearing	Distance
L1	N 31°49'47" E	7.43'
L2	S 10°38'28" E	2.97'
L3	S 61°27'06" E	6.10'
L4	S 61°27'06" E	13.36'
L5	S 40°18'10" E	12.89'
L6	S 39°28'15" E	5.11'

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

1. Class of Survey: B
2. Positional Accuracy: 0.04
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Dates of Survey: March 17, 2020
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99999735
8. Units: US Survey Feet

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 8445, page 311, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 25th day of July, A.D., 2022.

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

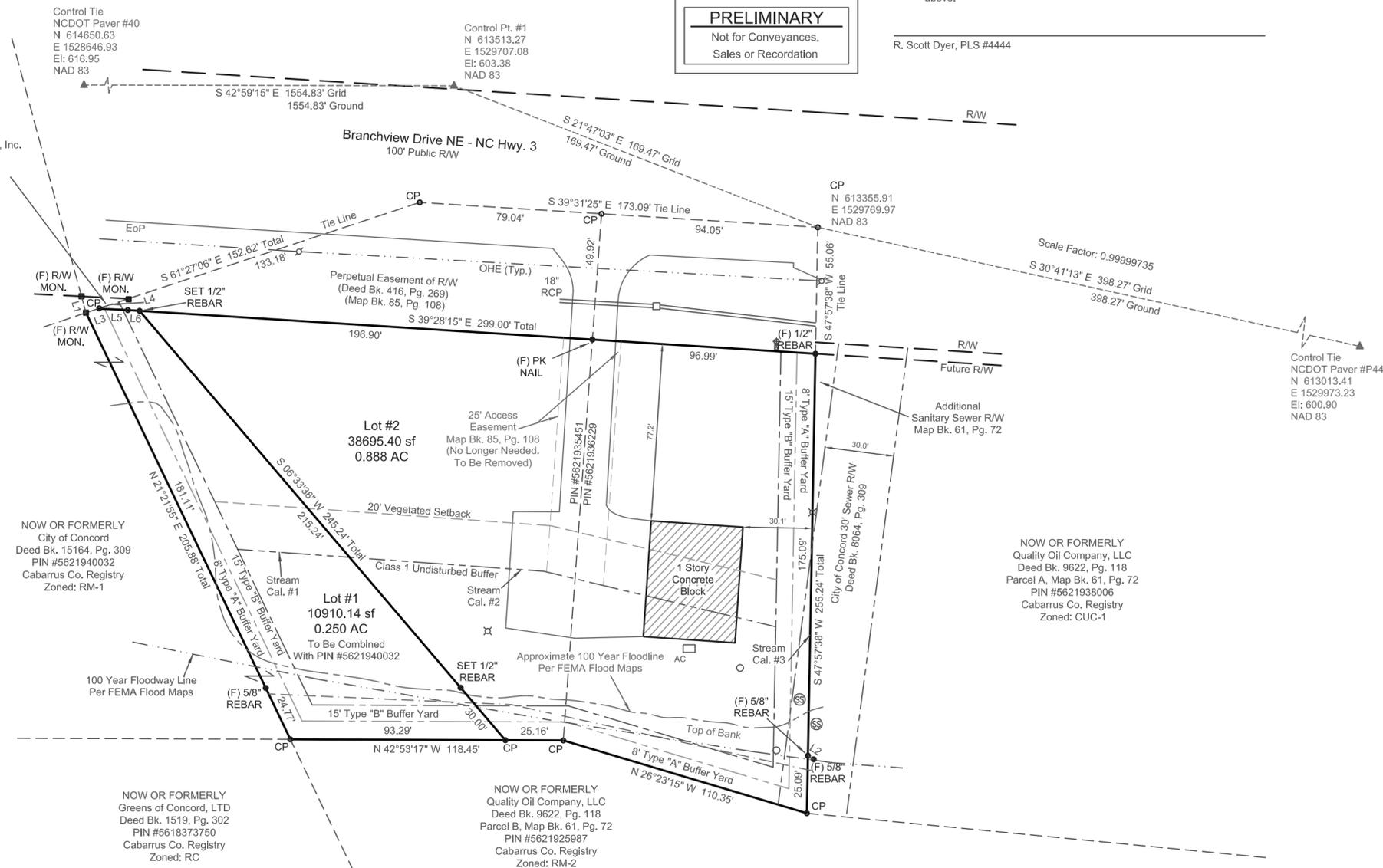
R. Scott Dyer, PLS #4444

R. Scott Dyer, PLS #4444

PRELIMINARY
Not for Conveyances,
Sales or Recordation

- LEGEND**
- R/W - RIGHT OF WAY
 - CP - CALCULATED POINT
 - AC - AIR CONDITIONER
 - OHE - OVERHEAD ELECTRIC
 - EoP - EDGE OF PAVEMENT
 - (F) - FOUND
 - a/s - AS SHOWN
 - σ - POWER POLE
 - ⊗ - LIGHT POLE
 - - DROP INLET
 - ⊙ - SANITARY SEWER MANHOLE
 - - SANITARY SEWER CLEANOUT
 - ⊕ - WATER METER
 - ⊖ - BFA
 - ▭ - FUTURE R/W

NOW OR FORMERLY
Cabarrus Co. Board of Realtors, Inc.
Deed Bk. 628, Pg. 781
Lot #58, Map Bk. 6, Pg. 41
PIN #5621937577
Cabarrus Co. Registry
Zoned: C-1



NOW OR FORMERLY
City of Concord
Deed Bk. 15164, Pg. 309
PIN #5621940032
Cabarrus Co. Registry
Zoned: RM-1

NOW OR FORMERLY
Greens of Concord, LTD
Deed Bk. 1519, Pg. 302
PIN #5618373750
Cabarrus Co. Registry
Zoned: RC

NOW OR FORMERLY
Quality Oil Company, LLC
Deed Bk. 9622, Pg. 118
Parcel B, Map Bk. 61, Pg. 72
PIN #5621925987
Cabarrus Co. Registry
Zoned: RM-2

NOW OR FORMERLY
Quality Oil Company, LLC
Deed Bk. 9622, Pg. 118
Parcel A, Map Bk. 61, Pg. 72
PIN #5621938006
Cabarrus Co. Registry
Zoned: CUC-1

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

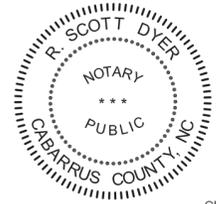
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

Owner _____ Date _____

North Carolina
Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

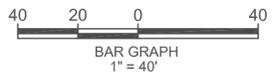
Witness my hand and official seal this the _____ day of _____, 2022.



R. Scott Dyer, Notary Public
My commission expires 11/01/2026.

C-1 SETBACKS

FRONT	10'
SIDEYARD	0'
REARYARD	0'



Class 1 Stream Buffer Calculations:

Cal. #1 = 601.67 - 594.26 = 7.41 7.41 x 100 = 741 741 / 250 = 2.964% 50' + 4 x 2.964 = 61.86'
Cal. #2 = 600.00 - 593.89 = 6.11 6.11 x 100 = 611 611 / 250 = 2.444% 50' + 4 x 2.444 = 59.78'
Cal. #3 = 599.65 - 594.00 = 5.65 5.65 x 100 = 565 565 / 250 = 2.26% 50' + 4 x 2.26 = 59.04'

Certificate of Approval

I hereby certify that the proposed subdivision is exempt from the City of Concord subdivision ordinance and that the resulting lots meet the minimum standards of the Concord Development Ordinance.

Director of Planning and Neighborhood Development or Designee _____ Date _____

REVIEW OFFICERS CERTIFICATE

State of North Carolina _____ County of Cabarrus _____

I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

Review Officer _____ Date _____

- NOTES:**
- * Deed Reference - Deed Bk. 8445, Pg. 311 JKM Enterprises, Inc. Dated October 3, 2008 Recorded in Cabarrus Co. Registry
 - * Map Reference - 1.444 AC - Branchview Drive NE Dated March 17, 2020 Map Bk. 85, Pg. 108 Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
 - * 1/2" rebar set at all corners unless otherwise noted.
 - * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
 - * Subject property is located within a 100 year flood hazard area per Community Flood Panel #3710562100 K, dated November 16, 2018.
 - * No NCGS Monument found within 2000' of subject property.
 - * Total number of lots = 2 (2 before subdividing)
 - * PIN #5621935451 & 5621936229
 - * Zoned: C-1
 - * Lot #1 does not have access to public water or sewer.
 - * Total acreage - 1.444 AC.



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

Prepared for: City of Concord Parks & Rec.
Owner: JKM Enterprises, Inc. P.O. Box 165 Concord, NC 28025

1.444 AC - Branchview Drive NE Revised

City of Concord Township No. 12 Cabarrus County, NC

EXEMPTION PLAT

DATE
July 25, 2022

SCALE
1" = 40'

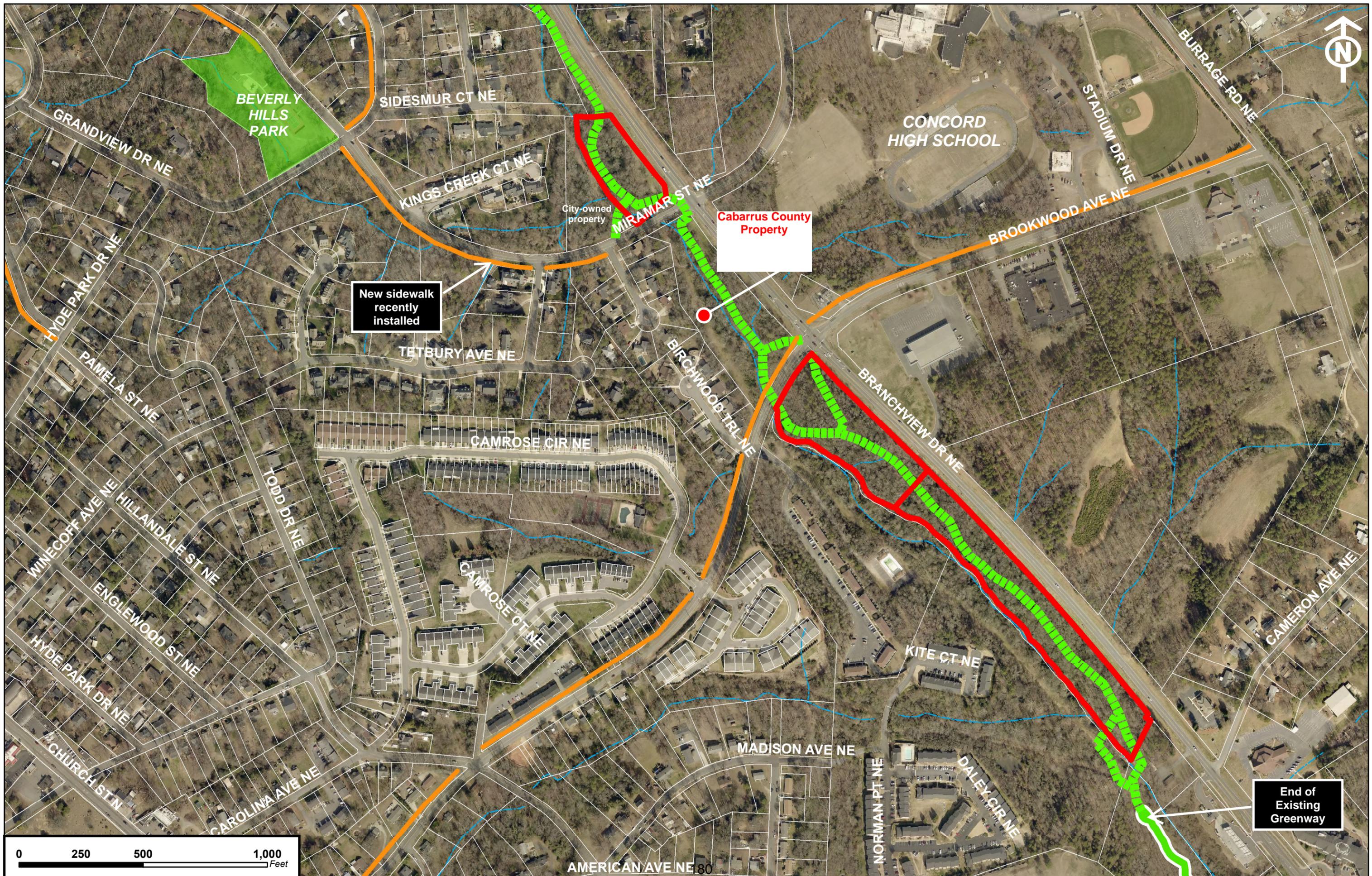
NLS NO.
19171

DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

BY	REVISION	DATE

SHEET
1 OF 1



BEVERLY HILLS PARK

SIDESMUR CT NE

CONCORD HIGH SCHOOL

STADIUM DR NE

BURRAGE RD NE

GRANDVIEW DR NE

KINGS CREEK CT NE

MIRAMAR ST NE

Cabarrus County Property

BROOKWOOD AVE NE

New sidewalk recently installed

TETBURY AVE NE

BIRCHWOOD TRL NE

BRANCHVIEW DR NE

CAMROSE CIR NE

HYDE PARK DR NE

PAMELA ST NE

TODD DR NE

CAMROSE CT NE

WINECOFF AVE NE

HILLANDALE ST NE

ENGLEWOOD ST NE

CAMERON AVE NE

HYDE PARK DR NE

KITE CT NE

MADISON AVE NE

End of Existing Greenway



AMERICAN AVE NE 180

NORMAN PT NE

DALEY CIR NE

PARKS & CAPITAL RESERVE FUND ORDINANCE
 AMENDED

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

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

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$3,699,477	\$3,732,852	\$33,375
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$508,503	\$475,128	\$(33,375)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of September, 2022.

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

 William C. Dusch, Mayor

ATTEST: _____
 Kim Deason, City Clerk

 VaLerie Kolczynski, City Attorney

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

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

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

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

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

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4501280				
420-4501280	Transfer from P&R Reserve	\$3,922,333	\$3,955,708	\$33,375
8300-5811018				
8300-5811018	McEachern-Hospital Phase	\$1,189,804	\$1,223,179	\$33,375

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day September, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



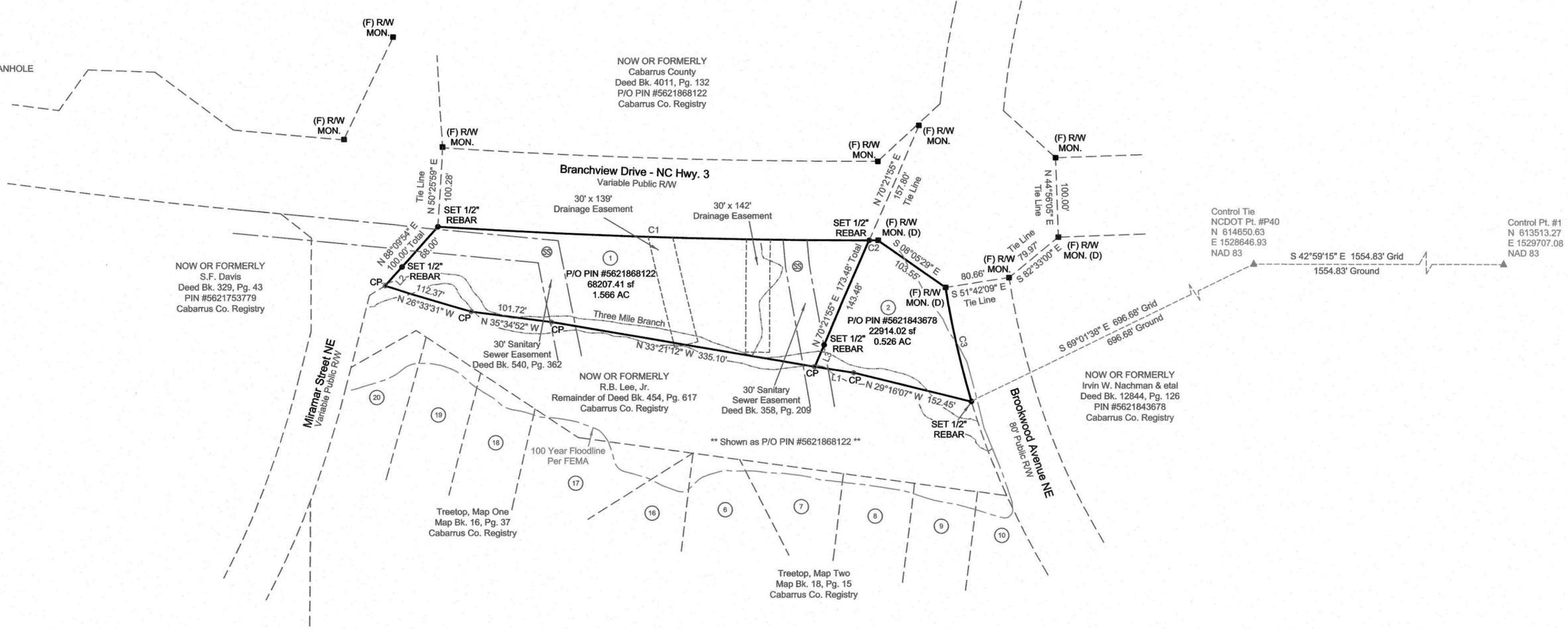
Total Area
P/O PIN #5621868122
91121.42 sf
2.092 AC

Curve#	Radius	Arc	Chord	Chord Bearing
C1	8235.11'	542.35'	542.25'	S 41°11'25" E
C2	8235.11'	11.35'	11.35'	S 43°06'59" E
C3	994.93'	147.44'	147.30'	S 34°23'11" W

Line	Bearing	Distance
L1	N 34°16'07" W	49.71'
L2	N 88°09'54" E	32.00'
L3	N 70°21'55" E	30.00'

LEGEND

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

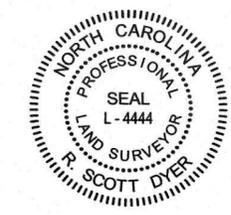


NOTES:

- * Deed Reference - Deed Bk. 4011, Pg. 132 Cabarrus County Dated September 13, 2002 (PIN #5621868122) Recorded in Cabarrus Co. Registry
- * Deed Reference - Deed Bk. 12844, Pg. 126 (PIN #5621843678) Irvin W. Nachman & etal Dated January 16, 2018 Recorded in Cabarrus Co. Registry
- * Map Reference - 1.444 AC - Branchview Drive NE Dated March 17, 2020 Map Bk. 85, Pg. 108 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
- * 1/2" rebar set at all corners unless otherwise noted.
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12844, page 126, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 1st day of December, A.D., 2020.

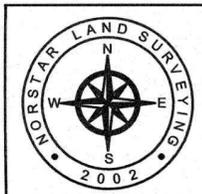
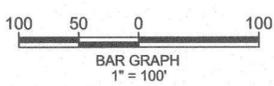
R. Scott Dyer
R. Scott Dyer, PLS #4444



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

1. Class of Survey: B
2. Positional Accuracy: 0.04
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Dates of Survey: November 23, 2020
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99999735
8. Units: US Survey Feet

R. Scott Dyer 12/1/2020
R. Scott Dyer, PLS #4444 Date

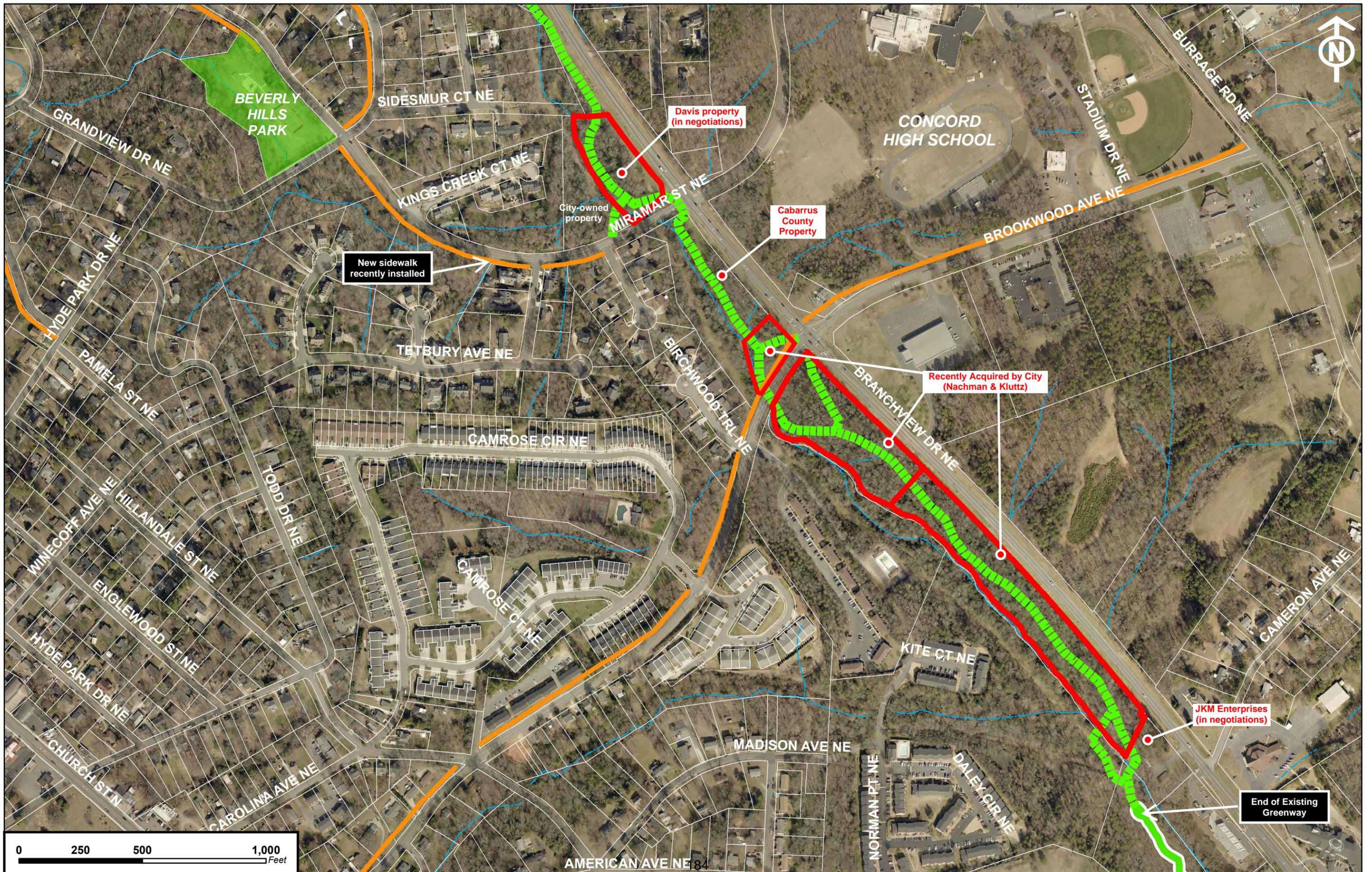


NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

DATE	REVISION	BY

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

DATE	DRAWN BY
November 23, 2020	S. Kimrey
SCALE	CHECKED BY
1" = 100'	S. Dyer
NLS NO.	SHEET
19171	1 OF 1



BEVERLY HILLS PARK

CONCORD HIGH SCHOOL

Davis property
(in negotiations)

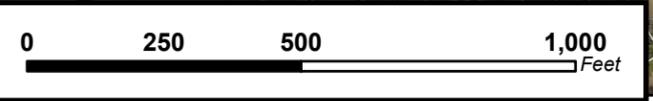
Cabarrus County Property

New sidewalk recently installed

Recently Acquired by City
(Nachman & Kluttz)

JKM Enterprises
(in negotiations)

End of Existing Greenway



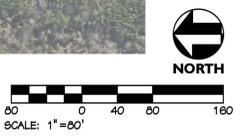
AMERICAN AVE NE 84

Caldwell Park | Master Plan

Concord, North Carolina



Note:
Any grading, demolition, construction and amenities as shown on this plan will accommodate and preserve existing trees to the greatest extent practical.



May 21, 2020
Adopted June 11, 2020
Revised June 23, 2022

**GRANT PROJECT ORDINANCE
FY23 State Aid to Airports**

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

SECTION 1. The project authorized is the **State Aid to Airport Projects**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4357000	State Aid	5,745,868	8,506,093	2,760,225
451-4357000				
451-4603400				
451-4603400	Future Grants	1,506,968	0	(1,506,968)
	Total			1,253,257

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6300-5986000				
6300-5986000	TRANSFER TO AVIATION	1,158,273	0	(1,158,273)
6309-5986000				
6309-5986000	TRANSFER TO AVIATION	0	1,158,273	1,158,273
6309-5811082				
6309-5811082	FUTURE GRANT PROJECTS	0	1,253,257	1,253,257
	Total			1,253,257

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of September, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2204
NORTH APRON ACCESS ROAD
AUGUST 2022
PROJECT NO.: 2203-2204**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Scope of Services: Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide engineering, design and bidding services for the North Apron Access Road project at the Concord-Padgett Regional Airport in Concord, North Carolina. Concord-Padgett Regional Airport There currently is no vehicle access road to the future north apron and future hangar will be constructed. This project will construct a new roadway originating from the existing access road that ends at the Hangar ‘H’ parking lot to the future north apron area. This new roadway will provide access to the future hangar. Design services for this project will roadway, stormwater, structures (retaining walls), and pavement markings.

1.0 Project Management

Provide project administration and general coordination for the duration of the project. This work will include the following tasks:

1.1 Project Management /Administration

- Develop work plan and coordinate project work with Owner
- Develop and maintain project schedule
- Maintain project budgeting through course of the project

1.2 Project Coordination

- Attend general consulting meetings with Owner
- Coordinate via telephone and e-mail with project team to discuss project matters
- Conduct/participate in internal project team meetings

2.0 Roadway Design Services

TBE will prepare roadway plans in accordance with City of Concord standard practices and will defer to NCDOT guidelines where City of Concord does not provide guidance. The plans will conform to the latest City of Concord Technical Standards Manual at the time of NTP, NCDOT 2018 Standard Specifications, the NCDOT 2018 Standard Drawings, and AASHTO’s A Policy on Geometric Design of Highways and Streets (Green Book - 2018). All drawings will be prepared using Microstation V8i utilizing geopak and Corridor Modeling.

Improvements will include:

- Two lane roadway

2.1 Roadway Plans

Prepare and submit design criteria and general typical sections for approval. Provide Roadway Plans at a scale of 1" = 20' horizontal and 1" = 10' vertical. The following Roadway Submittals include:

- 25% Plans
- 65% (With drainage incorporated)
- 90% Plans
- Final Plans

TBE will submit plans to Owner for review and comment at each phase. Owner will compile all comments and provide to TBE within four weeks of the submittal. Prepare quantities and provide cost estimates for the 65% Plans, 90% Plans, and Final plan submittals. Provide retaining wall envelopes to support structural design. Develop project special provision to assist with procurement.

Deliverables: Final Design Criteria, Design Exception Checklist, and Design Exception letter (as required)
25% Plans – PDF's of each
65% Plans – PDF's; quantities and cost estimate
90% Plans – PDF's of each; quantities and cost estimate
Final Plan Set – 1 full size original and a PDF of the final plan set to include sealed sheets for all disciplines: quantities and cost estimate, and special provisions.

3.0 Storm Water Management for Access Road

- a. Field Work, Supplemental Surveys, Pre-Design Meeting
 - i. Conduct field visit to review the conditions and constraints of the entire project area. Validate survey data for existing pipe sizes, material, and condition; and assess drainage features which appear to impact the project. Note any existing drainage issues such as erosion and identify any potential sensitive areas such as wetlands, ponds, and existing BMPs.
 - ii. Perform field observations to determine existing outfall sections and drainage patterns.
 - iii. Take photographs of the site.
 - iv. Conduct one pre-design meeting with City of Concord Storm Water staff and Concord-Padgett Airport Staff.
- b. Roadway Drainage Hydrologic and Hydraulic Design
 - i. Pre-Design Review and Data Collection such as aerial photography, land use maps, and soil classification maps.
Provide design calculations for ditches and potential open culverts. Design will include peak discharge determination using Rational Formula, gutter spread calculations if needed, inlet capacity and pipe design.
- c. Storm Water Treatment & Detention (BMP Design)

- i. Assume BMP design will serve the access road design only.
 - ii. Follow the City of Concord Storm Water Manual and NCDEQ Storm Water Manual for design criteria and water quality & peak discharge requirements.
 - iii. Analyze two alternatives for BMP Design. Provide underground storm water detention chamber sand filter or above ground dry detention pond with sand filter grading contours, outlet control structure details, and supporting calculations.
 - iv. Provide pre versus post project storm water flows.
- d. Final Plan Development
- i. Complete the Stormwater Management Plan with applicable details and calculations.
 - ii. Prepare a Drainage Summary Sheet.
 - iii. Calculate final quantities and prepare special provisions.
 - iv. Apply for BMP permits through City of Concord Storm Water Department.
- e. Review and Rework
- i. Revise Drainage & BMP Plans and provide a response to review comments for all minor Concord-Padgett Airport and City of Concord Storm Water comments for two rounds of review by each department. Provide a response to each comment.
 - ii. Comments which require modifications to the concept design or adding additional BMPs presented at the pre-design meeting may require a supplemental agreement.
 - iii. Changes due to unforeseen utility conflicts may require a supplemental agreement.
 - iv. Additional major stormwater BMPs may require a supplemental agreement.

Deliverables: Roadway Drainage Design on Roadway plans and profiles.

Supporting calculations includes: Storm System design output, BMP design output, Time of Concentration calculations, Ditch calculations, Pre vs. Post Outfall Analysis, Site Photos, and Drainage Area Maps.

Drainage & BMP quantities, estimate, and special provisions.

4.0 Erosion Control for Design of Access Road

Prepare erosion control plans in accordance with North Carolina DEQ's Erosion and Sediment Control Design Manual. We anticipate preparing a two-phase erosion control plan: Clearing/Grubbing Phase and Final Phase. Erosion Control design will include plans, land disturbance application, supporting calculations, special provisions, quantities, and details.

- a. Provide a two phased erosion control plan for roadway (clearing & grubbing and final phases).
- b. Provide culvert phasing plan for one culvert extension or replacement.
- c. Provide skimmer basin calculations for up to two skimmer basins.
- d. Provide erosion control general notes sheet and detail sheets.
- e. Assume first erosion control submittal with the second plan submittal.
- f. Provide proposed grading contours on final phase erosion control plans.
- g. Provide updates to storm drainage report with applicable erosion control calculations as required by NCDEQ.
- h. Fill out erosion control permit application and checklist as required by NCDEQ.

- i. Submit erosion control plans and supporting documents to NCDEQ for review after second submittal. Anticipate one round of comments and one re-submittal.

*Deliverables: Two phased erosion control plans for two submittals.
Erosion Control calculations, quantities, and special provisions.*

5.0 Structures (Retaining Wall Design)

Design and develop retaining wall plans in accordance with the NCDOT Structure Design Manual, NCDOT Geotechnical Standard Details, AASHTO LRFD Bridge Design Specifications, NCDOT 2018 Standard Specifications, and the applicable City Standards as follows:

- Modular Block Wall between the end of the existing access road to the end of the designed access road. Modular Block Wall will be designed by Contractor and shop drawings will be submitted for review and approval.

*Deliverables: 90% Plans for review (PDF)
Final Signed/Sealed Plans (PDF)
Special Provisions (PDF)*

6.0 Pavement Marking

TBE will develop final pavement marking plans in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions. The MUTCD shall be the edition current as of the NTP.

TBE will prepare final pavement marking plans at a scale of 1" = 50' or as specified by the City. The final pavement marking plans shall detail lane marking, other transverse markings, symbols and legends, and other details. TBE will include a tabulation of material quantities required for implementation. The final pavement marking plans shall be in a format meeting the requirements of the City of Concord.

*Deliverables: Final Pavement Marking Plans
Final Signing Plans
Pavement Marking and Signing Quantities*

Special Services

Task 1 –Geotechnical Investigation

Geotechnical Investigation will include a maximum of 11 test borings within the proposed construction site. Proposed boring depths will extend to approximately 10 feet, except borings for the retaining walls will extend to approximately 15 feet. The borings will include split-barrel soil sampling at 2.5-foot intervals in the top 10 feet and at 5-foot intervals thereafter. The sampler will be driven in accordance with Standard Penetration Test procedures (ASTM

D1586). If refusal to drilling equipment is encountered, the boring will be terminated. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing. Laboratory testing will include but not be limited to Standard Proctor Compaction (ASTM D-698, Laboratory CBR Tests (ASTM D-1883, Atterberg limits tests ASTM D-431, Grainsize– Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216). Field CBR tests will be performed at all test borings using a Kessler dynamic cone penetrometer. Upon completion of the field and laboratory investigation, an engineering report will be provided which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data will be provided. The report will include geotechnical conclusions and recommendations. The conclusions and recommendations will address the condition of the existing pavement system, estimated field CBR values, design CBR recommendations and other pertinent recommendations for repair or re-construction of the pavement materials and new pavement sections. It will also include external stability analysis and recommendations for the proposed retaining wall. The report will be signed and sealed by a professional engineer registered in North Carolina specializing in geotechnical engineering.

Task 2 – Topographic Survey

The topographic survey will cover approximately 4.4 acres that include the proposed construction site of the Commercial Service Terminal Access Road. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement edge elevations will be surveyed at 25-foot stations at 25 foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 3 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The commercial service terminal access road (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$241,595.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$107,100.00**. The total value of this Work Authorization shall not exceed **\$348,695.00** without additional authorization.

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:

BY: _____
Lloyd Wm. Payne, Jr., ICMA-CM, City Mgr.

BY: _____
Carl M. Ellington, Jr., P.E., Vice President

ATTEST BY:

City Clerk

ATTEST BY:


Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

NORTH APRON ACCESS ROAD - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

August 4, 2022

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 20,082.00
DESIGN PHASE (04)	\$ 199,880.00
BIDDING PHASE (05)	\$ 15,182.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	\$ 235,144.00
EXPENSES	\$ 6,451.00
SUBTOTAL	\$ 6,451.00
SPECIAL SERVICES	
SUBCONSULTANTS	\$ 68,425.00
SUBCONSULTANTS - CONTINGENCY ADDITIONAL SERVICES	\$ 38,675.00
SUBTOTAL	\$ 107,100.00
TOTAL	\$ 348,695.00

H:\JOBS\2203 - Concord-Padgett Regional Airport\2204 - North Apron Access Road\Contract\2204 North Apron Access Road mhsum 8-2-22.xlsx\SUM

EXHIBIT 'A'

MANHOOR ESTIMATE

NORTH APRON ACCESS ROAD - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

August 4, 2022

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN \$ 260	PM \$ 205	SP \$ 151	E5 \$ 172	E4 \$ 144	E2 \$ 105	E1 \$ 86	T5 \$ 127	AD5 \$ 80	AD4 \$ 72
Preliminary project review w/Owner	8	0	0	0	2	0	2	0	2	2
Develop project scope/contract/revisions	1	8	4	0	0	0	2	1	2	0
Coordinate with subconsultants	0	6	0	0	8	6	2	0	0	2
Determine project approach	4	8	0	10	0	0	0	1	0	0
Develop preliminary estimate	1	2	0	2	4	4	2	2	0	0
Meetings with Airport (2)	4	8	0	0	8	0	0	0	1	1
MANHOOR TOTAL	18	32	4	12	22	10	8	4	5	5

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 260	18	\$ 4,680
Project Manager	PM	\$ 205	32	\$ 6,560
Senior Planner	SP	\$ 151	4	\$ 604
Engineer V	E5	\$ 172	12	\$ 2,064
Engineer IV	E4	\$ 144	22	\$ 3,168
Engineer II	E2	\$ 105	10	\$ 1,050
Engineer I	E1	\$ 86	8	\$ 688
Technician V	T5	\$ 127	4	\$ 508
Admin. Assistant IV	AD5	\$ 80	5	\$ 400
Admin. Assistant III	AD4	\$ 72	5	\$ 360
	Total		120	
SUBTOTAL				\$ 20,082.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50
Postage	LS	\$ 100	1	\$ 100
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 150	1	\$ 150
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
SUBTOTAL				\$ 367.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Ground Surveying	LS	\$ 21,735.00	1	\$ 21,735.00
Geotechnical Investigation	LS	\$ 8,015.00	1	\$ 8,015.00
	LS		1	\$ -
SUBTOTAL				\$ 29,750.00

TOTAL PRELIMINARY COST: \$ 50,199.00

EXHIBIT 'A'

MANHOUR ESTIMATE

NORTH APRON ACCESS ROAD - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

August 4, 2022

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 260	PM \$ 205	E5 \$ 172	E4 \$ 144	E2 \$ 105	E1 \$ 86	T5 \$ 127	AD5 \$ 80	AD4 \$ 72
PLAN SHEETS									
Cover Sheet	1	2	0	2	0	0	0	0	0
Safety and Phasing Plan	2	2	4	2	2	0	2	0	0
Demolition Plan	2	2	0	4	6	8	0	0	0
Geometric Plan (2)	2	4	0	4	6	8	0	0	0
Access Roadway Plan and Profile (3)	2	4	0	4	8	8	12	0	0
Grading and Drainage (2)	8	12	16	20	40	40	80	0	0
Sediment and Erosion Control (3)	2	4	12	20	32	20	16	0	0
Sediment and Erosion Control Details (3)	2	2	2	4	4	8	0	0	0
Drainage Details	2	2	0	4	6	6	0	0	0
Drainage Profiles (2)	2	4	0	4	6	8	10	0	0
Retainage Wall Profile (3)	2	4	4	8	8	8	12	0	0
Retainage Wall Details (2)	2	2	6	4	6	12	4	0	0
Marking Plan and Details	2	2	0	4	6	8	0	0	0
Miscellaneous Details (1)	2	2	2	4	6	6	4	0	0
Cross Sections (5)	2	4	2	4	6	6	8	0	0
DESIGN/PROJECT MANAGEMENT									
Coordination\Meetings with Client	24	16	2	4	2	0	4	2	2
Project Management	6	12	0	12	10	4	2	0	2
Coordination Meeting w/Project Team	2	16	0	8	4	0	0	0	2
Grading design	4	6	8	12	16	0	20	0	0
Drainage design	2	4	8	16	12	6	4	0	0
Erosion control design	2	4	6	8	10	8	4	0	0
Pavement design	2	4	4	0	4	0	0	0	0
Retaining wall design	4	8	20	40	40	0	20	0	0
City submittals	2	4	4	6	8	6	4	2	4
NCDENR submittals	2	4	4	6	8	4	4	2	4
Specifications	2	8	2	8	4	0	0	16	2
Quantities	1	2	4	4	8	8	4	0	0
Quality assurance	6	20	12	8	0	0	0	0	0
Revisions	2	8	6	12	12	16	16	0	4
City submittals	0	2	0	4	4	2	0	0	0
Quality assurance	6	8	0	6	0	0	0	0	0
MANHOUR TOTAL	102	178	128	246	284	200	230	22	20

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 260	102	\$ 26,520
Project Manager	PM	\$ 205	178	\$ 36,490
Engineer V	E5	\$ 172	128	\$ 22,016
Engineer IV	E4	\$ 144	246	\$ 35,424
Engineer II	E2	\$ 105	284	\$ 29,820
Engineer I	E1	\$ 86	200	\$ 17,200
Technician V	T5	\$ 127	230	\$ 29,210
Admin. Assistant IV	AD5	\$ 80	22	\$ 1,760
Admin. Assistant III	AD4	\$ 72	20	\$ 1,440
	Total		1,410	
SUBTOTAL				\$ 199,880.00

EXHIBIT 'A'

DIRECT EXPENSES:

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

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Roadway Design Assistance	LS	\$ 38,675.00	1	\$ 38,675.00
	LS		1	\$ -
<i>SUBTOTAL</i>				\$ 38,675.00

TOTAL DESIGN AIP ELIGIBLE COST: \$ 239,422.00

EXHIBIT 'A'

MANHOOR ESTIMATE

NORTH APRON ACCESS ROAD - (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

August 4, 2022

BIDDING PHASE (05)

DESCRIPTION	PRIN \$ 260	PM \$ 205	E5 \$ 172	E4 \$ 144	E2 \$ 105	E1 \$ 86	T5 \$ 127	AD5 \$ 80	AD4 \$ 72
Coordinate advertisement	0	1	0	0	1	0	0	1	0
Distribute bid documents	0	1	0	0	2	2	0	2	2
Prebid meeting & prep	0	6	0	0	2	0	2	0	0
Bidder question & answers	4	8	4	12	10	2	0	2	4
Prepare addenda	0	4	2	8	8	2	4	2	4
Bid opening, tabulation	0	1	0	2	0	0	0	0	1
Review bids	0	1	0	0	2	0	0	0	0
Recommendation of award	0	0	0	0	1	0	0	0	1
MANHOOR TOTAL	4	22	6	22	26	6	6	7	12

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 260	4	\$ 1,040
Project Manager	PM	\$ 205	22	\$ 4,510
Engineer V	E5	\$ 172	6	\$ 1,032
Engineer IV	E4	\$ 144	22	\$ 3,168
Engineer II	E2	\$ 105	26	\$ 2,730
Engineer I	E1	\$ 86	6	\$ 516
Technician V	T5	\$ 127	6	\$ 762
Admin. Assistant IV	AD5	\$ 80	7	\$ 560
Admin. Assistant III	AD4	\$ 72	12	\$ 864
		Total	111	
SUBTOTAL				\$ 15,182.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 200	1	\$ 200.00
Copying	LS	\$ 1,200	1	\$ 1,200.00
Reproduction	LS	\$ 1,500	1	\$ 1,500.00
Advertisement	LS	\$ 1,800	1	\$ 1,800.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 250	1	\$ 250.00
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	120	\$ 67
EXPENSE DESCRIPTION				\$ 5,217.00

TOTAL BIDDING AIP ELIGIBLE COST: \$ 20,399.00

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **North Apron Expansion Project**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4603400	Future Grants	1,158,273	1,506,968	348,695
451-4603400				
Total				348,695

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6300-5800441				
6300-5800441	North Apron Expansion	4,036,643	4,385,338	348,695
Total				348,695

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of September, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

Prepared by and Return to Concord City Attorney ROD Box

PINs: 5600-94-1265, 5600-94-2535,
5600-94-9671 & 5600-95-4892

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 15th day of August, 2022, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL 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: 4100 Weddington Road, Concord, NC, Cabarrus County Property Identification Number (PINs): 5600-95-4892, 5600-94-9671, 5600-94-2535 and 5600-94-1265. Being the land being conveyed to Grantor by deeds recorded in Books and Pages 12097/185, 12097/189 and 12042/131 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop and/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 three (3) engineered stormwater control structures, namely a Sand Filter and two (2) Wet Detention Basins, 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 Survey for Cabarrus County” and labeled “SCM #1 Maintenance Easement”, “SCM #2 Maintenance Easement” and “SCM #3 Maintenance Easement” (Sheet 1 of 2)” and recorded in Map Book 93 at Pages 45-46**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit “A” titled “Easement Survey for Cabarrus County” and labeled “Storm Sewer Access Easement Total Area: 7.04 Acres 306,666 SQ. FT.” (Sheet 1 of 2) to Weddington Road Public Right-of-Way Variable Width and recorded in Map Book 93 at Page 45-46**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Inspection and Maintenance Plans attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the two (2) Wet Detention Basin and one (1) 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 is 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 Plans and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.

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

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor

the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated August 15, 2022 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 accept further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF _____, 2022 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND THE SCM ACCESS EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR:



Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: Stephen Morris
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

Lauren Linker
Lauren Linker, Clerk to the Board

[SEAL]

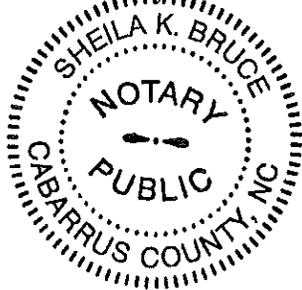
This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

James Howden
James Howden, Finance Director

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, Sheila K. Bruce, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the 15th day of August, 2022.



Sheila K. Bruce
Notary Public Sheila K. Bruce
My commission expires: 08-17-2026.

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

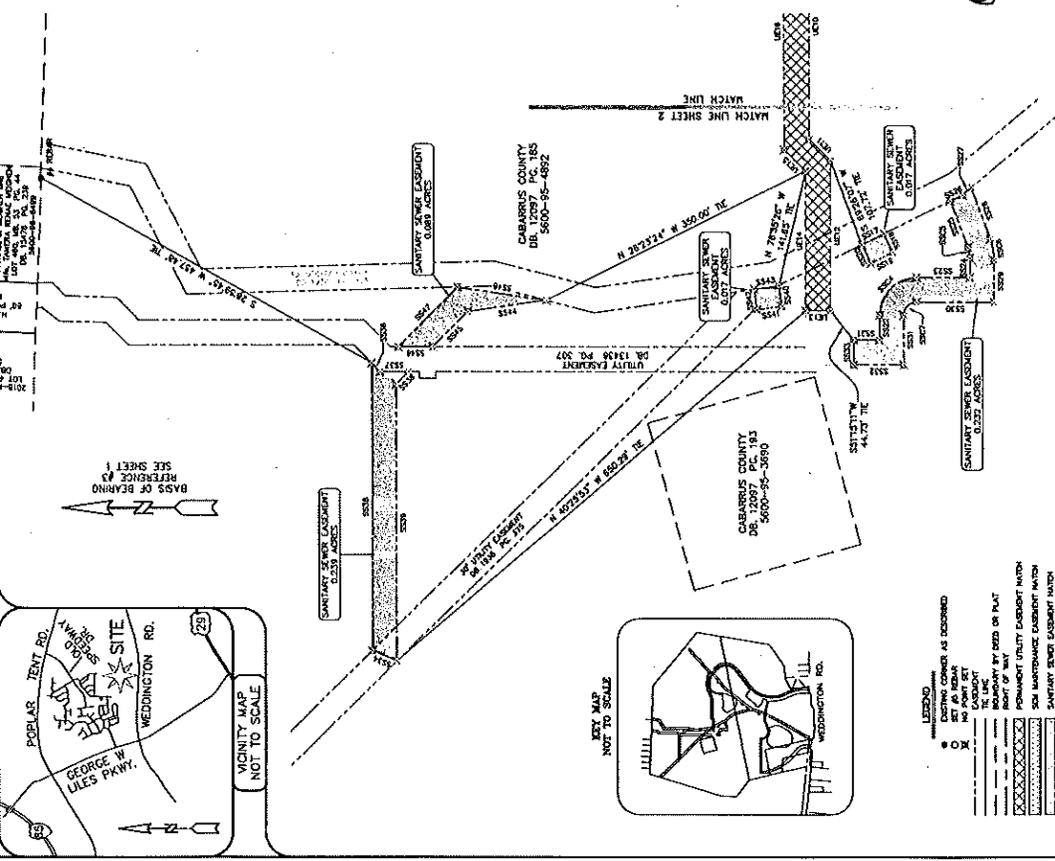
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing **STORMWATER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

WITNESS my hand and notarial seal, this the _____ day of _____, 2022.

Notary Public _____
My commission expires: _____

PLANNING DEPARTMENT
CABARRUS COUNTY
 NC. 2 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA
 FOR CLIENT: CABARRUS COUNTY SCHOOLS
 PROJECT NO.: 220081000
 DATE: AUGUST 18, 2022
 DRAWN BY: MJB
 CHECKED BY: DJM
 SCALE: 1" = 100'

CESI
 CIVIL - GEOTECHNICAL - SURVEYING
 1000 W. WILSON ST., SUITE 200
 CONCORD, NC 28025
 PHONE: 704.382.1000
 FAX: 704.382.1001
 WWW.CESI-NC.COM



SCM EASEMENT LINE & CURVE TABLE

LINE	BEARING	DISTANCE	CURVE LENGTH	RADIUS	BEARING	CHORD
S0A1	N50°00'00"E	45.00	117.29	127.50	N03°00'00"W	113.17
S0A2	N47°10'00"E	170.33	454.03	122.50	N09°00'00"W	427.93
S0A3	N43°10'00"E	50.00	121.78	122.50	N03°10'00"W	116.53
S0A4	S89°59'47"E	536.67	202.25	108.50	S05°00'00"E	100.53
S0A5	S00°00'00"W	8.00	174.77	108.50	N85°59'57"E	174.33
S0A6	N85°57'32"E	67.00	34.00	31.50	N03°00'00"W	33.94
S0A7	S78°25'00"E	172.00	41.50	44.00	N02°44'45"E	62.07
S0A8	N03°00'00"W	39.00	42.00	44.00	S00°00'00"W	42.18
S0A9	N82°29'11"W	54.76	103.20	107.50	N02°17'57"E	99.54
S0A10	N82°08'00"W	54.76	103.20	107.50	N02°17'57"E	99.54
S0A11	N87°14'45"E	18.33	59.00	57.50	N79°44'42"W	54.82
S0A12	N87°14'45"E	24.66	84.71	84.50	S08°43'58"W	80.37
S0A13	N87°14'45"E	18.33	59.00	57.50	S09°51'17"W	45.17
S0A14	N37°44'45"E	145.39	153.29	153.29	S84°00'00"W	142.00
S0A15	S20°15'00"E	24.00	25.15	25.15	N77°00'00"E	25.11
S0A16	S42°35'47"E	48.50	55.44	55.00	N08°49'59"E	52.85
S0A17	N32°49'57"E	324.78	115.44	138.50	N07°05'18"E	112.19
S0A18	N87°15'15"W	61.00	38.00	44.00	N08°00'00"E	37.72
S0A19	N87°15'15"W	18.32	18.51	18.51	N05°20'45"E	17.86
S0A20	N87°15'15"W	76.36	76.91	76.91	N08°41'46"E	74.53
S0A21	S18°58'54"W	25.00	26.50	26.50	S79°44'42"E	24.56
S0A22	S25°28'28"W	55.00	55.00	55.00	S04°00'00"W	55.00
S0A23	S25°28'28"W	125.77	125.77	125.77	S04°00'00"W	125.77
S0A24	N43°31'18"W	121.00	116.78	116.78	S04°49'59"W	119.37
S0A25	S97°41'36"E	33.00	150.19	152.00	S10°00'00"W	149.30
S0A26	N18°38'45"E	62.39	290.18	421.00	S08°05'18"E	284.48
S0A27	N21°40'00"W	25.00	30.71	30.71	S08°47'00"E	30.71
S0A28	N68°45'31"E	45.38	152.74	144.29	S13°00'00"W	140.68
S0A29	S45°05'12"E	61.00	24.27	42.00	S17°32'42"E	32.83
S0A30	S45°05'12"E	308.20	14.87	42.00	N08°18'36"E	14.74
S0A31	N43°31'18"W	121.00	116.78	116.78	N13°00'00"W	115.62
S0A32	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A33	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A34	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A35	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A36	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A37	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A38	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A39	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A40	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A41	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A42	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A43	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A44	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A45	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A46	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A47	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A48	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A49	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A50	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A51	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A52	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A53	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A54	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A55	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A56	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A57	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A58	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A59	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A60	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A61	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A62	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A63	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A64	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A65	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A66	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A67	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A68	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A69	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A70	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A71	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A72	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A73	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A74	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A75	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A76	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A77	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A78	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A79	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A80	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A81	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A82	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A83	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A84	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A85	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A86	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A87	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A88	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A89	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A90	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A91	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A92	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A93	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A94	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A95	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A96	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A97	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A98	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A99	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14
S0A100	S20°15'00"E	24.00	24.00	24.00	N08°25'42"W	23.14

FILED Aug 18, 2022 03:42 PM
 CABARRUS COUNTY NC
 RECORDER
 EXCISE TAX \$0.00



PERMANENT UTILITY EASEMENT LINE & CURVE TABLE

LINE	BEARING	DISTANCE	CURVE LENGTH	RADIUS	BEARING	CHORD
U1	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U2	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U3	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U4	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U5	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U6	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U7	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U8	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U9	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U10	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U11	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U12	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U13	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U14	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U15	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U16	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U17	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U18	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U19	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U20	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U21	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U22	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U23	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U24	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U25	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U26	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50
U27	N73°27'42"W	30.00	181.30	401.20	N03°00'00"W	180.50

SANITARY SEWER EASEMENT LINE & CURVE TABLE

LINE	BEARING	DISTANCE	CURVE LENGTH	RADIUS	BEARING	CHORD
S1	N87°13'31"W	26.39	107.13	94.33	N03°00'00"W	103.50
S2	N87°13'31"W	15.00	58.18	50.00	N03°00'00"W	53.50
S3	S81°33'01"E	26.29	107.13	94.33	N03°00'00"W	103.50
S4	S81°33'01"E	15.00	58.18	50.00	N03°00'00"W	53.50
S5	S81°33'01"E	26.29	107.13	94.33	N03°00'00"W	103.50
S6	S81°33'01"E	15.00	58.18	50.00	N03°00'00"W	53.50
S7	S81°33'01"E	26.29	107.13	94.33	N03°00'00"W	103.50
S8	S81°33'01"E	15.00	58.18	50.00	N03°00'00"W	53.50
S9	S81°33'01"E	26.29	107.13	94.33	N03°00'00"W	103.50
S10	S81°33'01"E	15.00				

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.



Wet Detention Basin Inspection and Maintenance Plan

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

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

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

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

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

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

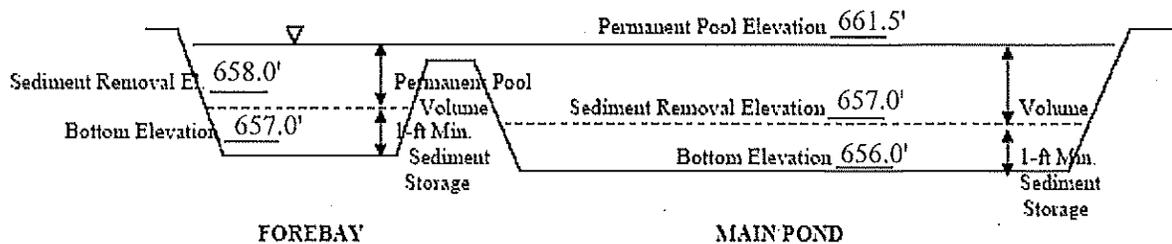
Elevations used are approved design or equivalent as-built elevations.(Indicate which is being indicated in this document.)

When the permanent pool depth reads 4.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 3.5 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM

(fill in the blanks)





Wet Detention Basin Inspection and Maintenance Plan

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

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

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

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

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).



MEMORADUM

DATE: Wednesday, August 10, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 Settlers Landing Office Bldg 2 (145 Pitts School Rd)-
 (Ref MP 2009-004)
 PROJECT NAME:
 PROJECT NUMBER: 2020-019
 DEVELOPER: Settlers Landing Development, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, September 08, 2022
 ONE-YEAR WARRANTY DATE: Friday, September 08, 2023

Water Infrastructure	Quantity
6-inch in LF	51.00
6-inch Valves	1
Hydrants	1



MEMORADUM

DATE: Tuesday, August 23, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Union St. Mini Storage Depot
 PROJECT NUMBER: 2019-051
 DEVELOPER: Sterling Development, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, September 08, 2022
 ONE-YEAR WARRANTY DATE: Friday, September 08, 2023

Water Infrastructure	Quantity
8-inch in LF	57.00
8-inch Valves	1



MEMORADUM

DATE: Monday, August 22, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Spring Meadow Subdivision PH 3 MP 1
 PROJECT NUMBER: 2019-032
 DEVELOPER: Pulte Home Company, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 136-151
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 08, 2022
 ONE-YEAR WARRANTY DATE: Friday, September 08, 2023

Water Infrastructure	Quantity
6-inch in LF	524.00
6-inch Valves	1
2-inch in LF	285.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1006.00
Manholes as EA	5

**GRANT PROJECT ORDINANCE
American Rescue Plan Fund**

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

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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

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

Account	Title	Revenues		
		Current Budget	Amended Budget	(Decrease) Increase

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

Account	Title	Expenses/Expenditures		
		Current Budget	Amended Budget	(Decrease) Increase
3300-5836000	UV Lighting	79,000	64,465	(14,535)
3300-5832000	Collections Area Renov	20,000	34,535	14,535
Total				\$0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of September, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **North Apron Expansion Project**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the Federal Aviation Administration.

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

Account	Title	<u>Revenues</u>		
		Current Budget	Amended Budget	(Decrease) Increase
451-4603400				
451-4603400	Future Grants	2,045,945	1,158,273	(887,672)
451-4501680				
451-4501680	Transfer From Aviation	458,391	459,891	1,500
451-4357300				
451-4357300	Federal Aid	10,853,921	14,566,963	3,713,042
Total				2,826,870

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

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
6300-5800441				
6300-5800441	North Apron Expansion	00.00	4,036,643	4,036,643
6302-5800441				
6302-5800441	North Apron Expansion	1,211,273	0	(1,211,273)
6307-5800453				
6307-5800453	Runway Widening	887,672	889,172	1,500
Total				2,,826,870

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of September, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

3.12 Race Pay

Race events sanctioned by NASCAR at the Charlotte Motor Speedway and NHRA at the zMAX Dragway place extreme demands on City services and resources. Many exempt and nonexempt employees who would normally have time off during these events are scheduled to work the race events to ensure adequate levels of service are provided. The City Manager shall on an annual basis identify the specific events for which employees are eligible for Race Pay in accordance with this policy. Nonexempt and exempt employees who work an eligible race event outside of normally scheduled hours at Charlotte Motor Speedway and the zMAX Dragway shall receive premium pay at one-and-a-half times his or her regular hourly rate for hours worked during a race event. The Race Pay Rate does not apply to any employee who works a race event or race day as a part of his or her regular schedule. This policy excludes Department Directors. Race Pay does not apply to events scheduled at the Dirt Track or to other non-eligible events scheduled at the Motor Speedway or the zMAX Dragway. Employees receiving pay will not receive any compensatory time or flex time for hours worked at the race. Exempt and nonexempt employees receiving Race Pay will be paid by the City of Concord and all appropriate taxes, retirement and other deductions will be deducted from the total amount of pay. Employees working any race event on a holiday shall receive the Race Pay as noted above but shall not receive any additional pay for the holiday.

Tax Report for Fiscal Year 2022-2023

FINAL REPORT

July

Property Tax Receipts- Munis

2022 BUDGET YEAR	1,199,606.65
2021	55,032.03
2020	6,872.52
2019	974.06
2018	335.84
2017	260.78
2016	265.58
2015	282.72
2014	282.97
2013	109.58
Prior Years	21.19
Interest	4,274.04
Refunds	
	<u>1,268,317.96</u>

Vehicle Tax Receipts- County

2022 BUDGET YEAR	539,789.35
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	
Penalty & Interest	5,937.79
Refunds	
	<u>545,727.14</u>

Fire District Tax - County

2021 BUDGET YEAR	7,459.68
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>1,821,504.78</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	38,931.75
100:Vehicle Tag Fee	683,522.97
292:Vehicle Tag Fee-Transportation Fund	38,931.75
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>761,386.47</u>

Privilege License	165.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>165.00</u>

Oakwood Cemetery current	-
Oakwood Cemetery endowment	600.00
Rutherford Cemetery current	4,425.02
Rutherford Cemetery endowment	1,599.98
West Concord Cemetery current	975.00
West Concord Cemetery endowment	300.00
Total Cemetery Collections	<u>7,900.00</u>

Total Collections	<u>\$ 2,590,956.25</u>
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Current Year	
Original Scroll	
Levy	67,107,800.97
Penalty	57,690.78
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	28,824.31
Discovery Penalty	
Total Amount Invoiced - Monthly	<u>67,194,316.06</u>
Total Amount Invoiced - YTD	67,194,316.06

Current Year	
Less Abatements (Releases)	
Real	11,601.24
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>11,601.24</u>

Adjusted Amount Invoiced - monthly	67,182,714.82
Adjusted Amount Invoiced - YTD	67,182,714.82

Current Levy Collected	1,199,606.65
Levy Collected from previous years	64,437.27
Penalties & Interest Collected	4,274.04
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>1,268,317.96</u>
Total Collected - YTD	1,268,317.96

Total Collected - net current levy -YTD	1,199,606.65
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Percentage of Collected -current levy	1.79%
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Amount Uncollected - current year levy	65,983,108.17
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Percentage of Uncollected - current levy	98.21%
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100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of July 2022

RELEASES		
CITY OF CONCORD	\$	11,601.24
CONCORD DOWNTOWN	\$	-

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

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	31,390	31,390	0.0048	150.67	90.41	
2018	0	33,330	33,330	0.0048	159.98	79.99	
2019	0	192,780	192,780	0.0048	925.34	370.13	
2020	0	239,247	239,247	0.0048	1,148.39	344.52	
2021	0	484,988	484,988	0.0048	2,327.94	465.61	
2022	684,391	4,338,938	5,023,329	0.0048	24,111.98	1,980.65	
Total	684,391	5,320,673	6,005,064		\$ 28,824.31	\$ 3,331.31	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
2022	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 7/31/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP LEXINGTON PARKER 0 8/3/2022	52953BH30	5,000,000.00	4,979,575.00	8/3/2022	1.295	1.29	N/A	99.5915	3
CP CREDIT SUISSE 0 8/19/2022	2254EBHK0	5,000,000.00	4,988,000.00	8/19/2022	0.321	1.29	N/A	99.76	19
CP JP MORGAN SECS LLC 0 8/29/2022	46640QHV6	5,000,000.00	4,974,877.78	8/29/2022	1.528	1.29	N/A	99.497556	29
CP NATIXIS 0 8/31/2022	63873KHX8	5,000,000.00	4,987,020.83	8/31/2022	0.351	1.29	N/A	99.740417	31
CP SALVATION ARMY 0 9/2/2022	79583TJ22	5,000,000.00	4,990,286.11	9/2/2022	0.261	1.29	N/A	99.805722	33
CP ING US FUNDING LLC 0 9/21/2022	4497W1JM9	5,000,000.00	4,981,743.06	9/21/2022	0.552	1.29	N/A	99.634861	52
CP COLLATERALIZED COML PAPER 0 9/23/2022	19423KJP0	5,000,000.00	4,971,341.67	9/23/2022	1.820	1.29	N/A	99.426833	54
CP CREDIT AGRICOLE CIB NY 0 10/13/2022	22533UKD4	5,000,000.00	4,968,175.00	10/13/2022	1.721	1.28	N/A	99.3635	74
CP MUFG BANK LTD 0 10/24/2022	62479MKQ5	5,000,000.00	4,963,658.33	10/24/2022	2.690	1.28	N/A	99.273167	85
CP JP MORGAN SECURITIES 0 10/25/2022	46640QKR1	5,000,000.00	4,965,912.50	10/25/2022	1.017	1.28	N/A	99.31825	86
CP TOYOTA MTR CR CORP 0 11/10/2022	89233HLA0	5,000,000.00	4,959,950.00	11/10/2022	1.089	1.28	N/A	99.199	102
CP CREDIT SUISSE FBNY 0 11/18/2022	2254EBLJ8	5,000,000.00	4,949,505.56	11/18/2022	3.010	1.28	N/A	98.990111	110
Sub Total / Average Commercial Paper		60,000,000.00	59,680,045.84		1.303	15.43		99.467322	56
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.29	N/A	99.94	291
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.29	N/A	100	375
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.29	N/A	100	418
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.29	N/A	100	487
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.29	N/A	99.957	537
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.29	N/A	99.8	579
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.90	N/A	99.94	614
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.29	N/A	100	750
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.29	N/A	100	772
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.08	N/A	99.6	813
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.29	N/A	100	862
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.29	N/A	100	995
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.29	N/A	100	1,156
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.29	N/A	100	1,240
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.29	N/A	100	1,416
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.29	N/A	100	1,520
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.29	N/A	100	1,703
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.29	N/A	100	2,049
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.29	N/A	100	2,062
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.29	N/A	99.725	2,370
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.28	N/A	99.2	2,419
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	26.52		99.914899	1,125
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.29	N/A	100	425
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.29	N/A	99.85	431
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.29	N/A	100	484
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.29	N/A	100	558

FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	N/A	106.665827	562
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.29	N/A	100	638
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.29	N/A	100	663
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.29	N/A	100	663
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.29	N/A	100	677
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.29	N/A	100	715
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.29	N/A	100	729
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.29	N/A	100	758
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.29	N/A	100	911
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.29	N/A	99.98	1,080
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.29	N/A	99.98	1,177
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.29	N/A	100	1,248
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.29	N/A	100	1,278
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.29	N/A	99.9	1,297
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.29	N/A	100	1,318
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.29	N/A	100	1,368
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.29	N/A	99.725	1,843
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.29	N/A	100	2,650
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	27.29		100.008318	993
FHLMC Bond									
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.34	N/A	107.589	323
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.83	N/A	99.986726	330
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.55	N/A	100.039854	404
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.29	N/A	100	501
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.29	N/A	100	698
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.58	N/A	100	729
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.34	N/A	99.386016	927
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.29	N/A	100	1,065
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.29	N/A	100	1,444
Sub Total / Average FHLMC Bond		30,120,000.00	30,205,364.41		1.449	7.81		100.306154	786
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.03	N/A	99.325	375
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.29	N/A	100	382
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.33	N/A	107.99	408
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.29	N/A	100	453
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.96	N/A	100.076557	484
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.29	N/A	100	516
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.41	N/A	106.058	554
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.41	N/A	104.080727	702
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.29	N/A	100	758
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.63	N/A	103.119202	807
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.29	N/A	99.797	869
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.28	N/A	101.665856	891
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.33	N/A	93.265273	996
FNMA 0.5 6/17/2025	3135G04Z3	2,290,000.00	2,132,848.52	6/17/2025	2.922	0.55	N/A	93.137496	1,052
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.29	N/A	100	1,079
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.29	N/A	100	1,115
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.29	N/A	100	1,121
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.29	N/A	100	1,551
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.29	N/A	100	1,922
Sub Total / Average FNMA Bond		68,970,000.00	69,024,704.74		0.636	17.85		100.130361	884
Local Government Investment Pool									

NCCMT LGIP	NCCMT599	87,095.23	87,095.23	N/A	1.830	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	19,261,188.76	19,261,188.76	N/A	1.830	4.98	N/A	100	1
NCCMT LGIP	NCCMT271	147,997.37	147,997.37	N/A	1.830	0.04	N/A	100	1
Sub Total / Average Local Government Investment Pool		19,496,281.36	19,496,281.36		1.830	5.04		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	214,855.75	214,855.75	N/A	0.210	0.06	N/A	100	1
Sub Total / Average Money Market		214,855.75	214,855.75		0.210	0.06		100	1
Total / Average		386,980,137.11	386,718,926.40		0.902	100		99.944673	797