



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

November 22, December 6, December 8, and December 20, 2022

IV. Presentations

1. Presentation of Retirement Plaque to Richard V Bergeron II for over 28 years of service with the City of Concord Fire Department.

Richard started his fire career as a Volunteer Firefighter earning his basic firemanship in March of 1980. He started his career with the City of Concord Fire Department on March 01, 1994 rising to the rank of Battalion Captain in early 2011. Richard then transferred to the Fire Marshal's Office in mid-2011 and was promoted to Fire Inspector. While in the Fire Marshal's Office, he reached the rank of Assistant Fire Marshal. Richard has earned certificates in Firefighting and Fire Prevention. Richard's certifications include earning his Firefighter II, EMT Basic, Haz-Mat Technician, Fire Instructor Level II, Fire Officer Level II, Fire Inspector Level III, Fire Educator Level III, Certified Fire Investigator, Child Passenger Safety Technician and National Fire Academy Youth Fire Setting & Prevention / Intervention Level.

Richard has also earned various other certifications and qualifications in technical rescue and Airport Rescue Fire Fighting. Richard earned his Associates Degree in Applied Science from Central Piedmont Community College and a Bachelor of Science in Fire Science from Fayetteville State University. Richard has served on multiple teams within the department to include being a founding member of the Haz-Mat team when it was first created. His involvement on the team led to the design and build of two custom Kawasaki mule specialty response vehicles. One Mule was used as a medical unit and the other was a brush fire unit. Due to Richard's dedication to the fire service and calm and collective nature, he has earned two lifesaving medical awards.

2. Presentation of the Distinguished Budget Award from the Government Finance Officers Association of the United States and Canada.

The Government Finance Officers Association awarded the City's FY 2022-23 budget the Distinguished Budget Presentation Award with special performance measures recognition. This national award is the highest award in government budgeting, recognizing those cities that have prepared exemplary budgets that serve as a policy document, financial plan, operations guide, and a communications device. Only a small percentage of North Carolina municipalities received this award. Receipt of the award for the FY 2022-23 budget marks the 21st consecutive year the City has been awarded this recognition.

3. Presentation of a Proclamation recognizing 2023 as the "Year of the Trail".

2023 NC Year of the Trail celebrates North Carolina's vast network of trails, greenways, and blueways which showcase our diverse landscapes – grand mountain vistas, quiet rivers, vibrant urban greenways, coastal forests, and the rolling hills of the piedmont. NC Year of the Trail is the largest statewide celebration of trails and outdoor recreation in North Carolina history. North Carolina is the Great Trails State, where each of North Carolina's 100 counties should be able to enjoy the proven benefits of trails, including health, safety, economic development, tourism, transportation, and environment. Trails are the backbone of our state's growing \$28 billion outdoor recreation economy. The Year of the Trail campaign will reach communities with the message of how and where to experience trails that showcase North Carolina's beautiful landscapes, provide healthy recreation, and stimulate local economies. The NC General Assembly NC designated 2023 as NC Year of the Trail, an effort led by the Great Trails State Coalition. The [Great Trails State Coalition](#) is a broad-based group of diverse organizations, agencies, and supporters advocating for increased state investment in all types of trails statewide: hiking, paddle, mountain biking, equestrian, and paved. Goals for NC Year of the Trail include: inspire people of all ages, abilities, and backgrounds to try trails; demonstrate the importance of trails to elected officials; boost outdoor recreation tourism across the state through Year of the Trail events in all 100 counties; promote safe and responsible use of trails, with the [Outdoor NC Principles](#); advance diversity and inclusion on trails; and social media and Instagram ([#greattrailsstate](#)).

V. Unfinished Business

VI. New Business

A. Informational Items

1. **Presentation from Cooperative Christian Ministries (CCM) Executive Director, Ed Hosack.**

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. **Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158-7.1 to consider granting a three-year/85% tax-based economic development grant to HSREI, LLC, (Hendrick Motorsports Manufacturing) to locate at 5301 Stowe Lane, Charlotte, North Carolina 28262 (Concord city limits) having an investment of approximately \$14,900,000 in real and personal property.**

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. HSREI, LLC, proposes to develop an approximately 155,000 SF advanced manufacturing facility to allow for the expansion of the existing manufacturing operations and specifically for the fabrication of metal structures, prototyping, and assembly. HSREI, LLC, proposes to invest approximately \$14,900,000 in real and personal property. The project expects to create approximately 50 new full-time jobs (in addition to retaining 75 existing jobs) with average wages of \$62,000. The total value of the City's three-year grant is estimated to equal \$176,868 depending on the actual investment. The City of Concord would still collect a three-year net revenue of \$31,212 after the incentive payments. Please see attached grant analysis for additional details.

Recommendation: Consider offering a contract for a three-year/85% tax-based Economic Development Incentive Grant to HSREI, LLC, to locate at 5301 Stowe Lane, Charlotte, North Carolina 28262 (Concord city limits).

2. **Conduct a public hearing for case Z-21-22 and consider adopting an ordinance amending the official zoning map for +/- 3.125 acres located at 494 Corban Ave SE from RM-1**

(Residential Medium Density) to C-2 (General Commercial) and to amend the 2030 Land Use Plan to modify the future land use designation of the parcel from “Suburban Neighborhood” to “Commercial”.

The Planning and Zoning Commission heard the above referenced petition at their December 20, 2022, meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map be amended from RM- 1 (Residential Medium Density) to C -2 (General Commercial) and to amend the 2030 Land Use Plan to designate the parcel as “Commercial”. The property is the site of the Berry Auto Clinic and has been in use as an auto repair facility by the applicant since 1989.

Recommendation: Consider adopting an ordinance amending the official zoning map from RM- 1 (Residential Medium Density) to C -2 (General Commercial) and to amend the 2030 Land Use Plan to modify the future land use designation of the parcel from “Suburban Neighborhood” to “Commercial”.

- 3. Conduct a Public Hearing for case TA-10-22 and consider adopting an ordinance amending the Concord Development Ordinance Table 7.6.2.A. to amend the height limit for multi-family in the O-I (Office-Institutional) zoning District.**

This text amendment is administrative in nature. The Planning and Zoning Staff Report reflects that an application was submitted for the text amendment; however, after consideration, Planning Staff is moving it forward administratively as it serves to correct an omission from TA-06-22, which raised height limits for multi-family to four stories for multi-family in the RV and RC zoning districts. The Planning and Zoning Commission recommended the amendment and the statement of reasonableness and consistency as depicted in the staff presentation on December 20, 2022.

Recommendation: Consider adopting an ordinance amending CDO Table 7.6.2.A.

E. Presentations of Petitions and Requests

- 1. Consider authorizing the City Manager to negotiate and execute a contract with WithersRavenel for full design services for the Academy Gibson Area adjacent to the Clearwater Arts Center & Studio.**

This will include the space identified in the adopted master plan for a Pump Track, Skate Park and Community Space in the amount of \$513,800.

City Council adopted the new master plan for the renovation and redevelopment of Academy Gibson Area on September 8, 2022. The Academy Gibson area part of Phase I development includes the open space at the corner of Kerr and Cedar adjacent to the existing Village Greenway and the open space area adjacent to Clearwater. Also, the area at the corner of Kerr and Academy for redevelopment for community space with a parking area. Parks and Recreation has selected the firm, WithersRavenel located out of Raleigh, NC through an RFQ process for professional design services for the park. The original master plan was completed by WithersRavenel, and staff guided the public input process. This design phase will include Schematic Design, Design Development Plans, Construction Documents at 50%, 95% and 100% level, Geotechnical site work and investigations, architectural services for existing and proposed buildings on the property, cost estimation services, and allowances for surveying and additional mapping. Full turn-key development of Phase I for the Academy Gibson Park Area identified in the General Obligation Bond funded project.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with WithersRavenel in the amount of \$513,800 for Full Design services for Academy Gibson Phase I Park Area.

2. Consider approving the Public Art Master Plan for Concord to serve as a guide to implementing public art throughout the City of Concord.

Based on the growing interest of public art within Concord, the Public Art Advisory Committee and City Council's expressed desire to facilitate a Public Art Master Plan, which will direct how public art can be embedded more deeply in the life of the community, identifies potential projects that the City could take on, outlines processes through which the City can manage public art projects, and shows how the City's efforts can catalyze resources from the community and the private sector.

The development of this plan was led by consultants Todd W. Bressi and Amina Cooper, supported by City leadership, the Cabarrus Arts Council (CAC), and guided by Concord's Public Art Advisory Committee (PAAC). The planning process involved foundational research into the City of Concord's plans, programs, policies, and priorities via review of planning documents and interviews with key City staff. The consulting team also reviewed public art initiatives in ten communities in North Carolina, as well as elsewhere in the country, to provide context for how a city like Concord could evolve its public art activities. Through extensive community outreach, an online survey, a booth at the April Art Walk on Union, smaller community conversations with focused outreach to Concord's Black, Latino, South Asian and LGBTQ communities, as well as artists, high school students and homeowners' associations. The results are captured in the Public Art Master Plan to help guide the design and evolve Concord's public art.

Recommendation: Motion to approve the Public Art Master Plan for Concord to serve as a guide to implementing public art throughout the City of Concord.

3. Consider adopting bylaws for the newly created Public Art Commission.

With the approval of the Master Public Art Plan, the Council was asked to recreate a Public Art Commission to lead the implementation of the Master Plan. The Bylaws are in alignment with the Master Plan recommendations.

Recommendation: Motion to adopt the Public Art Commission Bylaws.

4. Consider authorizing Rider Transit to enter into an MOU with the Cabarrus Reentry Program for pilot project to provide participants program related trips as needed.

The Cabarrus Reentry Program approached Rider Transit to discuss transportation support for program participants facing transportation challenges, often one of the leading causes of reentry failures. Program Director Dennis Brown presented their initial request at the 11/30/22 Concord Kannapolis Transit Commission meeting. The request centered around a pilot program that would involve 6 individuals that have been working with the Reentry Program to receive training, certification and job placement in the Logistics industry prior to their reentry in early February. Rider Transit would like to support the Cabarrus Reentry Program's request and provide program related trips for participants, particularly work-related trips. The Concord Kannapolis Transit Commission unanimously approved entering into the partnership as a pilot project at their 11/30/22 meeting, which will be monitored, data compiled, and revisited 6 months after initial implementation to determine next steps.

Recommendation: Motion to authorize Rider Transit to enter into an MOU with the Cabarrus Reentry Program to provide participants program related trips as needed.

5. Consider abandoning a sewer right-of-way across property at 308 Concord Parkway N (PIN 5620 05 5851).

There is a sewer right-of-way recorded in Deed Book 625 Page 655 to the City of Concord. As this property has developed, this right-of-way is not necessary.

Recommendation: Motion to adopt a resolution authorizing the Abandonment of Sewer right-of-way.

6. Consider appointing a single voting delegate to cast the City of Concord's vote on the proposed legislative goals from the North Carolina League of Municipalities (NCLM).

NCLM has proposed 16 advocacy goals. Each municipality will review the goals and cast a single online vote by selecting 10 of the 16 proposed goals. The ballot must be submitted by January 13, 2023.

Recommendation: Motion to appoint a single voting delegate to cast the City of Concord's vote on the proposed legislative goals from the NCLM.

VII. Consent Agenda

A. Consider approving the current Concord ABC Board Travel Policy.

The ABC Board is required by the NC General Statute to have their travel policy approved each year by City Council. NC General Statute 18B-700, Appointment and organization of local ABC boards, section (g2) states the following: Travel Allowance and Per Diem Rates. - "Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local board within 30 days of approval." No changes have been made to the ABC Board travel policy.

Recommendation: Motion to approve the current Concord ABC Board Travel Policy

B. Consider authorizing the Police Department to apply for the grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.

The grant money would be used on overtime expenses, up to \$25,000, for traffic safety enforcement. The grant does not require a local match from the city. The application is due January 31, 2023. Grants awarded will be for the 2024 federal fiscal year, which begins October 1, 2023.

Recommendation: Motion to authorize the Police Department to apply for the grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.

C. Consider approving the Carolina Thread Trail to be the lead agency for a grant application on behalf of the City of Concord for feasibility studies as part of the *NCDOT Paved Trails*

& Sidewalks Feasibility Study Grant Program; consider authorizing the City Manager to provide a Letter of Support for the application; consider authorizing staff to participate in the study if a grant is awarded; and consider authorizing the Parks & Recreation Department to provide \$2,000 from the Connectivity Plan as part of a multi-jurisdictional effort to provide a match which, though not required, may factor into the award decision.

The multi-jurisdictional grant application will include Concord, Harrisburg, Charlotte, Cabarrus County and Mecklenburg County. The grant will be for the feasibility study as part of the NCDOT Paved Trails & Sidewalks Feasibility Study Grant Program for the multi-jurisdictional area, If awarded, the study (the cost of which may range from \$60,000 to \$120,000) will evaluate alternative trail alignments along the Mallard Creek corridor as it flows from Mecklenburg into Cabarrus County to its confluence with Rocky River, and then upstream on Rocky River to the existing Hector H. Henry Greenway Riverwalk segment. This greenway corridor is identified in the Carolina Thread Trail Master Plan for Cabarrus County, which was accepted by Concord City Council in 2009 and further identified for additional study in the adopted 2019 Open Space Connectivity Analysis. It is considered to be the main north-south spine of the Thread Trail; and is also identified in the North Carolina Great Trails State Master Plan. Of the nearly 10-mile corridor, approximately 7 miles are within the City of Concord. Study elements will consist of stakeholder engagement, study considerations, alternatives development and route recommendations, cut sheets and visualizations/renderings, and implementation guidance. At the conclusion of the study, each participating jurisdiction will receive all documentation and will be able to coordinate with both the Thread Trail and the other jurisdictions on next steps.

Recommendation: Motion to authorize the City Manager to provide a Letter of Support to the Carolina Thread Trail for the grant application and to authorize staff to participate in the study, and to provide the financial support to Carolina Thread Trail in the amount of \$2,000 from the Connectivity Project account for the City's portion of the overall supporting match.

- D. Consider authorizing the City Manager to negotiate and execute a contract with NCDOT through the Cabarrus-Rowan MPO for the acceptance of the Federal (CMAQ) Congestion Mitigation and Air Quality Program grant in the amount of \$1,549,154 for construction and to adopt a capital project ordinance amendment.**

Acceptance of the Federal (CMAQ) Congestion Mitigation and Air Quality Program grant in the amount of \$1,549,154 will assist with the construction of Phase 1 for the Clarke Creek Greenway. Funding was approved for design of the greenway in FY22 and the 20% local match for construction was approved in FY23 in the amount of \$387,288. The Clarke Creek Greenway provides significant connectivity benefits for residents in Highland Creek, Winding Walk, Allen Mills and Christenbury neighborhoods to the future Jim Ramseur Park, Cox Mill Elementary School, and Cox Mill High School.

This project will include the bridge connection, as well as about one and a half miles of new greenway trail. It is a high priority identified in the adopted City of Concord Open Space Connectivity Analysis. The awarded grant amount of \$1,515,158 will be used for construction of Phase 1 of the project. Phase 1 will connect the new JE Jim Ramseur Park to Highland Creek including a pedestrian bridge over Clarke Creek.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with NCDOT through the Cabarrus-Rowan MPO for the acceptance of the Federal (CMAQ) Congestion Mitigation and Air Quality Program grant in the amount of \$1,549,154 for construction and to adopt a capital project ordinance amendment.

- E. Consider accepting an offer of infrastructure at Red Hill Subdivision, Spring Meadow Subdivision PH2A MP 1, Dollar Tree Union Street, S.**

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: 1,314 LF of 8-inch water line, 1,840 LF of 6-inch water line, 362 LF of 2-inch water line, 12 valves and 5 Fire Hydrants. 2,840 LF of 8-inch sanitary sewer line, 14 Manholes.

Recommendation: Motion to accept an offer of infrastructure at Red Hill Subdivision, Spring Meadow Subdivision PH2A MP1, Dollar Tree Union Street, S.

F. 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: M/I Homes of Charlotte, LLC (PIN 4681-82-0317) 345 Odell School Road, EC Emery, LLC (5611-89-3995) 150 Emery Ave NW, Mini Storage Depot on Concord Parkway, LLC (5509-20 -3633) 4295 Concord Parkway South, and M/I Homes of Charlotte, LLC (PIN 5610-65-7205) 2850 Rock Hill Church 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: M/I Homes of Charlotte, LLC – 345 Odell School Road and 2850 Rock Hill Church Road, EC Emery, LLC., and Mini Storage Depot on Concord Parkway, LLC.

G. 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: Cannon Run Phase 1 -A, Piper Landing Phase 2 Map 1, Emery Apartments, Amhurst Phase 2, and Faith Drive Townhomes. 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: Cannon Run Phase 1-A, Piper Landing Phase 2 Map 1, Emery Apartments, Amhurst Phase 2, and Faith Drive Townhomes.

H. Consider adopting a capital project ordinance to amend the Stormwater Projects Fund.

Staff has determined that the budget previously adopted for the Brookwood Avenue Improvements project is no longer needed. Part of the money previously allocated to this project is being moved to the Mall North Culvert project to fully fund the project and allow it to move forward in this fiscal year. The rest of the money no longer needed for Brookwood will be moved to the future projects account.

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

I. Consider adopting a resolution updating the current approved depositories for the City of Concord.

The attached resolution and the attached list of pooling banks for N.C., is submitted for City Council approval. Although the City has a contract with Wells Fargo, the central depository for the City, the City also has relationships with many other financial institutions in regards to investment activities and debt relationships. A list of pooling banks is attached for your review.

This list represents banks that the Treasurer's office currently works with to receive deposits for State agencies. These banks agree to comply with State guidelines to operate as a depository of State funds. Staff is requesting that these financial institutions be approved.

Recommendation: Motion to adopt a resolution to designate allowed depositories for the City.

J. Consider approval of the transfer of delinquent utility accounts to collection losses.

Annually, staff must review the accounts receivable utility balances and determine if any of the balances are uncollectible. The accounts that are deemed uncollectible should be transferred to collection losses. Delinquent utility accounts deemed to be uncollectible amount to \$578,786.41. The primary reason for these losses is due to bankruptcies filings and bad debts that result when someone leaves their residence without paying their final bill. Staff continues to work with legal to pursue collection methods available as well as using the Debt Setoff Program offered through the State and an independent collection agency. Account collection continues even after the account is written off. Final accounts from July 1, 2021 – June 30, 2022 (These revenues are less than 1% of the total operating revenues for each utility – Electric \$344,039.33; Water \$115,321.70; Wastewater \$89,546.32; Stormwater \$19,011.22; and Environmental Services \$10,867.84).

Recommendation: Motion to approve the transfer of delinquent utility accounts to collection losses.

K. Consider accepting the semi annual debt status report as of December 31, 2022.

The City's debt report as of December 31, 2022 is presented for the City Council's review.

Recommendation: Motion to accept the City's semi annual debt status report as of December 31, 2022.

L. Consider acceptance of the Tax Office reports for the month of November 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 November 2022.

M. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of November 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 November 2022.

N. Receive monthly report on status of investments as of November 30, 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
- Public Art Commission (PAC)
- Water Sewer Authority of Cabarrus County (WSACC)
- 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.

November 01, 2022

Lesley Reder
Budget & Performance Manager
City of Concord
35 Cabarrus Avenue, West
Concord, NC 28026

Dear Ms. Reder:

We are pleased to inform you, based on the examination of your budget by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Information about how to submit an application for the Distinguished Budget Program application is posted on GFOA's website.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Finance Department

Continuing participants will receive a brass medallion that will be mailed separately. First-time recipients will receive an award plaque within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. The following standardized text should be used:

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Concord, North Carolina**, for its Annual Budget for the fiscal year beginning **July 01, 2022**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

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

Michele Mark Levine
Director, Technical Services Center

Enclosure

FOR IMMEDIATE RELEASE

November 01, 2022

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Concord, North Carolina**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Concord
North Carolina**

For the Fiscal Year Beginning

July 01, 2022

Christopher P. Morill

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Finance Department
City of Concord, North Carolina**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Christopher P. Morill

Date: **November 01, 2022**



2023 YEAR OF THE TRAIL PROCLAMATION

WHEREAS, City of Concord's natural beauty is critical to its residents' quality of life, health, and economic wellbeing; and

WHEREAS, the greenway trails and pathways across the city and in our parks are an integral part of the recreational and transportation possibilities of our area and promote an enjoyment of scenic beauty by our residents and our visitors; and

WHEREAS, the parks, greenways, trails and natural areas in Concord are welcoming to all and provide a common ground for people of all ages, abilities and backgrounds to access our rich and diverse natural, cultural, and historic resources; and

WHEREAS, City of Concord's natural assets and resources are integral to resiliency to climate change for future generations; and

WHEREAS, City of Concord's greenways and trails range from: the Hector H. Henry Greenway sections at Moss Creek, Riverwalk, and The Mills at Rocky River; the McEachern Greenway and Downtown Connector and Loop; the Afton Run Greenway; the Village Greenway; the George Liles Greenway; and the Brown Mill Mountain Bike Trail, as well as trails and paths in parks across the city; and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as outdoor workshops for science education, as tools for economic revitalization, as free resources for healthy recreation, as accessible alternative transportation, and as sites for social and cultural events; and

WHEREAS, all local park and recreation agencies in Cabarrus County will collaborate to celebrate one specific Trail Day in 2023 and highlight all other activities and events throughout the year; and

WHEREAS, the North Carolina General Assembly designated 2023 as the 'Year of the Trail' in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

WHEREAS, North Carolina is known as the "Great Trails State;"

NOW, THEREFORE, the City Council does hereby proclaim 2023 as "THE YEAR OF THE TRAIL" in Concord, and commend its observance to all people.

Adopted this 12th day of January, 2023.

William C. Dusch, Mayor

Project 1984



City of Concord Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$12,400,000	\$12,400,000	\$12,400,000
Total Assessed Value (Personal)		\$2,275,000	\$2,050,000	\$1,825,000
	\$2,500,000.00	\$2,275,000	\$2,050,000	\$1,825,000
City taxes at .48		\$70,440	\$69,360	\$68,280
Grant @ 85 %		\$59,874	\$58,956	\$58,038
Net Taxes to City		\$10,566	\$10,404	\$10,242
			Taxes	\$ 208,080
			Grant	\$ 176,868
			Net Taxes to City	\$ 31,212



DATE: December 20, 2022

REZONING CASE #: Z-21-22

ACCELA: CN-RZZ-2022-00011

DESCRIPTION: Zoning Map Amendment
RM-1 (Residential Medium Density) to C-2 (General Commercial)

APPLICANT/OWNER: David & Georgia Berry

LOCATION: 494 Corban Ave SE

PIN#s: 5630-59-7682, 5630-68-0867 part of

AREA: +/- 3.215 acres

PREPARED BY: George Daniels, Senior Planner

BACKGROUND

The subject property consists of one (1) parcel comprising approximately 3.215 acres on the south side of Corban Ave SE (NC Hwy 73) near the intersection of Honeycutt Dr SE. The property currently contains one commercial building which is operated as an automotive repair business. The site is also used for sales of utility trailers and storage buildings.

On October 18th 2022 a recombination plat was recorded that created the lot in this zoning amendment application. This is labeled as Lot 1 on the attached plat. The area in Lot 2 is not part of this application and will remain as RM-1 (Residential Medium Density).

HISTORY

The property was annexed into the City on May 14th 1975 and zoned R-1 (Residential) at that time. The zoning was converted to RM-1 (Residential Medium Density) with the adoption of the Unified Development Ordinance (UDO) and remained with the conversion to the Concord Development Ordinance (CDO).

The building was constructed in 1988 and the site was purchased by the applicant in 1989 and has been utilized for automobile repair and related businesses since this time.

SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from RM-1 (Residential Medium Density) to C-2 (General Commercial) in order for zoning district to be in accordance with the property’s existing land use. This would be an extension of the existing C-2 (General Commercial) on the adjacent parcels to the west of the property and the properties across Corban Ave SE. The proposed zoning would extend the commercial zoning any further from Corban Avenue than the C-2 zoning to the west. The subject property lies within an area of historical commercial land uses which function as a small commercial node but are designated Suburban Neighborhood and not Commercial.

Directly across Corban Ave SE to the north the zoning is C-2 (General Commercial), and is the location of a plumbing supply store, and a vacant lot. The vacant lot is unlikely to be developed as it is almost entirely in the 100-year flood plain.

To the northwest across the intersection with Honeycutt Dr SE the corner lot is also zoned C-2 (General Commercial) and is the site of Herc Enterprises which is a general contractor office.

The two parcels to the west of Honeycutt Dr SE have B-1 (Neighborhood Commercial/Office District) zoning and contain a commercial building and the Brickhouse Restaurant.

Directly to the West of the subject property is C-2 (General Commercial) zoning and this is the site of a car wash and a self-storage facility.

The surrounding property to the southwest is RM-1 (Residential Medium Density) and contains several single-family homes on large lots.

Directly to the east the zoning is also RM-1 (Residential Medium Density) and is the site of soccer fields, this area is also entirely in the 100-year flood plain.

Because the request is for straight zoning of C-2 (General Commercial) and not a conditional district, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
RM-2 (Residential Medium Density)	North	C-2 (General Commercial) RM-1 (Residential Medium Density)	Automobile Repair	North	Single-family residential & commercial
	South	RM-1 (Residential Medium Density)		South	Single-family residential & vacant
	East	RM-1 (Residential Medium Density)		East	Soccer fields & vacant
	West	C-2 (General Commercial)		West	Self-storage and car wash

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Suburban Neighborhood” for which C-2 (General Commercial) is not listed as a corresponding zoning district. Rezoning to C-2 (General Commercial) will therefore also require a Land Use Plan Amendment to be approved by City Council. The land use recommendation by staff is “Commercial” and this would also be compatible with the surrounding commercial land use.

From the 2030 Land Use Plan – “Commercial”:

The Commercial Future Land Use category includes a mix of commercial land use types. While these areas continue to support additional commercial development and redevelopment, much of the new commercial development should be concentrated within the Mixed-Use Activity Centers and Village Centers. Strip commercial development along major corridors is discouraged in the 2030 Plan. Instead, commercial development integrated into Mixed-Use Activity Centers at key intersections is desired. Areas designated as Commercial are intended to represent those that include a variety of commercial uses at different intensities, including large scale malls, lifestyle centers, and community shopping centers..

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 3.215 acres and is zoned City of Concord RM-1 (Residential Medium Density)
- The subject property was annexed into the City on May 14th 1975 and zoned to R-1 Residential at that time. The zoning was later converted to RM-1 (Residential Medium Density)
- The subject property has been an established commercial use since 1989. The proposed C-2 (General Commercial) zoning will allow for continued operation and expansion of the commercial use on the property. The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is not a corresponding zoning classification to the Suburban Neighborhood land use category. The subject property and surrounding properties, however, are all developed as commercial uses, therefore this would be consistent with a Commercial land use category.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning surrounding the subject property and the adjacent commercial uses.

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

PROCEDURAL CONSIDERATIONS

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

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) in a Word document format. *→ Have surveyor provide*

2. Cabarrus County Land Records printout of names and addresses of all immediately adjacent landowners, including any directly across the street. *→ we provide*

3. **FOR CONDITIONAL DISTRICT APPLICATIONS ONLY**, a plan drawn to scale (conditional district plan), and elevations if applicable submitted digitally.

4. 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.

5. Money Received by _____ Date: _____

Check # _____ 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: 704-796-0476

DAVID & GEORGIA BERRY
494 Corban Ave SE. Concord NC 904iberry61@gmail.com.

Owner Name, Address, Telephone Number: _____
SAME

Project Location/Address: 494 Corban Ave SE Concord NC

P.I.N.: 5630-59-7082 P-D 5630-68-0867

Area of Subject Property (acres or square feet): 3.215 acres

PINs prior to recording of recombination plat

Lot Width: _____ Lot Depth: _____

Current Zoning Classification: RM-1

Proposed Zoning Classification: C-2

Existing Land Use: Auto Repair

Future Land Use Designation: Sub. Land Use

Surrounding Land Use: North C-2 South Rm1

East Rm1 West Rm1-C-2

Reason for request: Inane other business uses.

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

Staff member signature: [Signature] Date: 10/18/22

THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

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

all allowed uses in C-2

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):

None

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.

Signature of Applicant AB 10-18-22
 Signature of Applicant Date

Signature of Owner(s) AB 10-18-22
 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: 10.18.22

Applicant Signature: Angie A. J.

Property Owner or Agent of the Property Owner Signature:
Angie A. J.

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: 12-9-22

Applicant Signature: 

Property Owner or Agent of the Property Owner Signature: 



**Z-21-22
AERIAL**

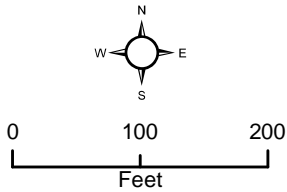
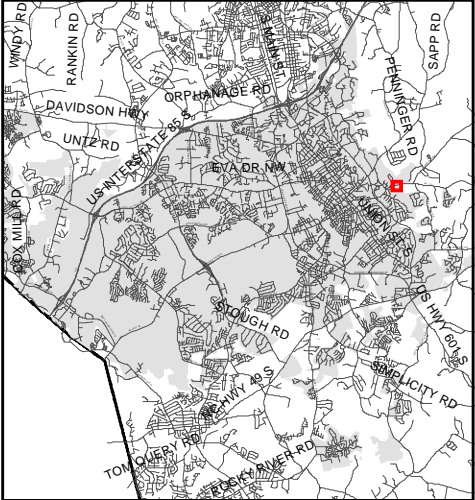
**Rezoning application
RM-1 (Residential Medium Density)
to
C-2 (General Commercial)**

494 Corban Ave SE
PIN: 5630-59-7682, 5630-68-0867 part of



Subject Property

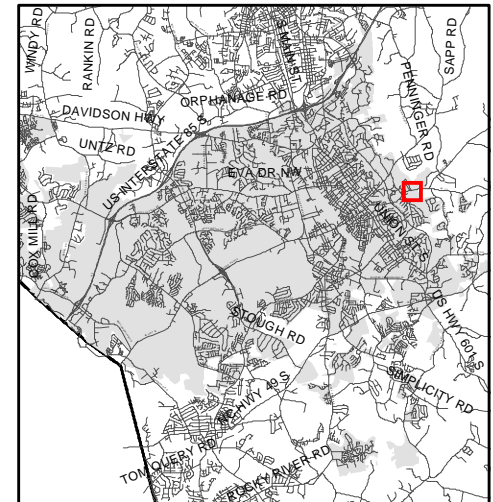
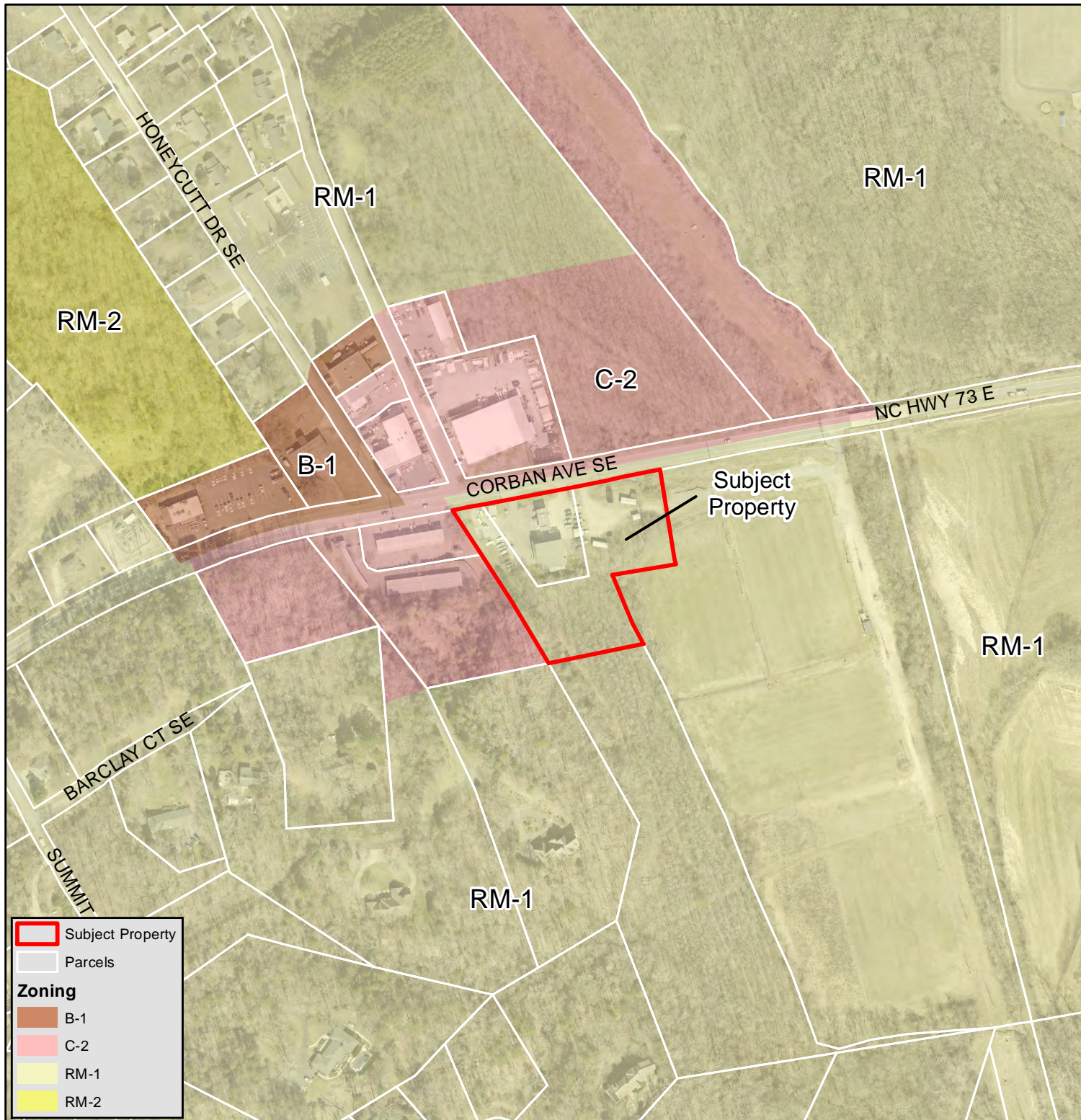
 Subject Property
 Parcels



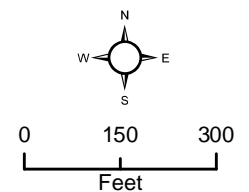
Z-21-22 ZONING

Rezoning application RM-1 (Residential Medium Density) to C-2 (General Commercial)

494 Corban Ave SE
PIN: 5630-59-7682, 5630-68-0867 part of



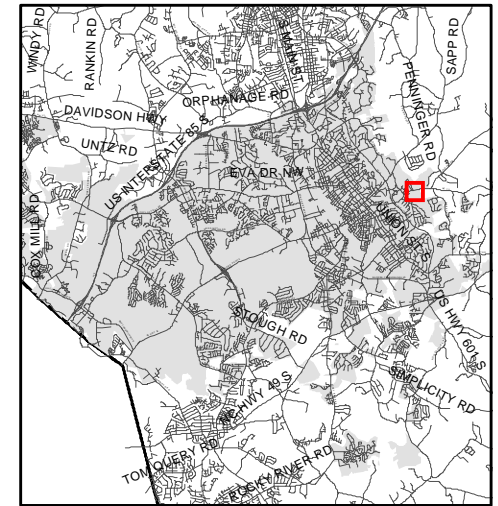
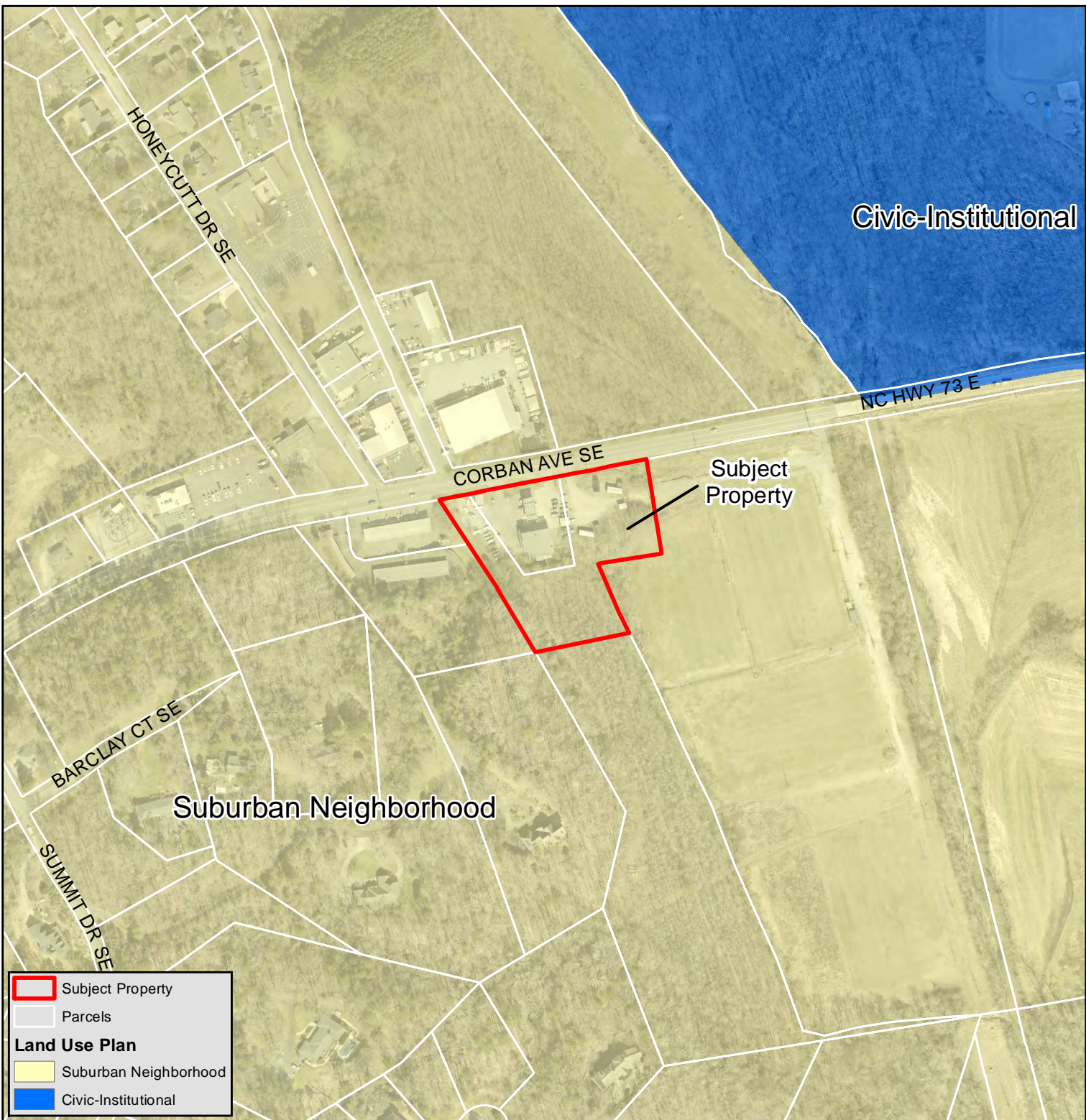
Concord
NORTH CAROLINA



**Z-21-22
LAND USE PLAN**

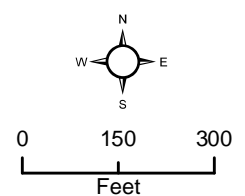
**Rezoning application
RM-1 (Residential Medium Density)
to
C-2 (General Commercial)**

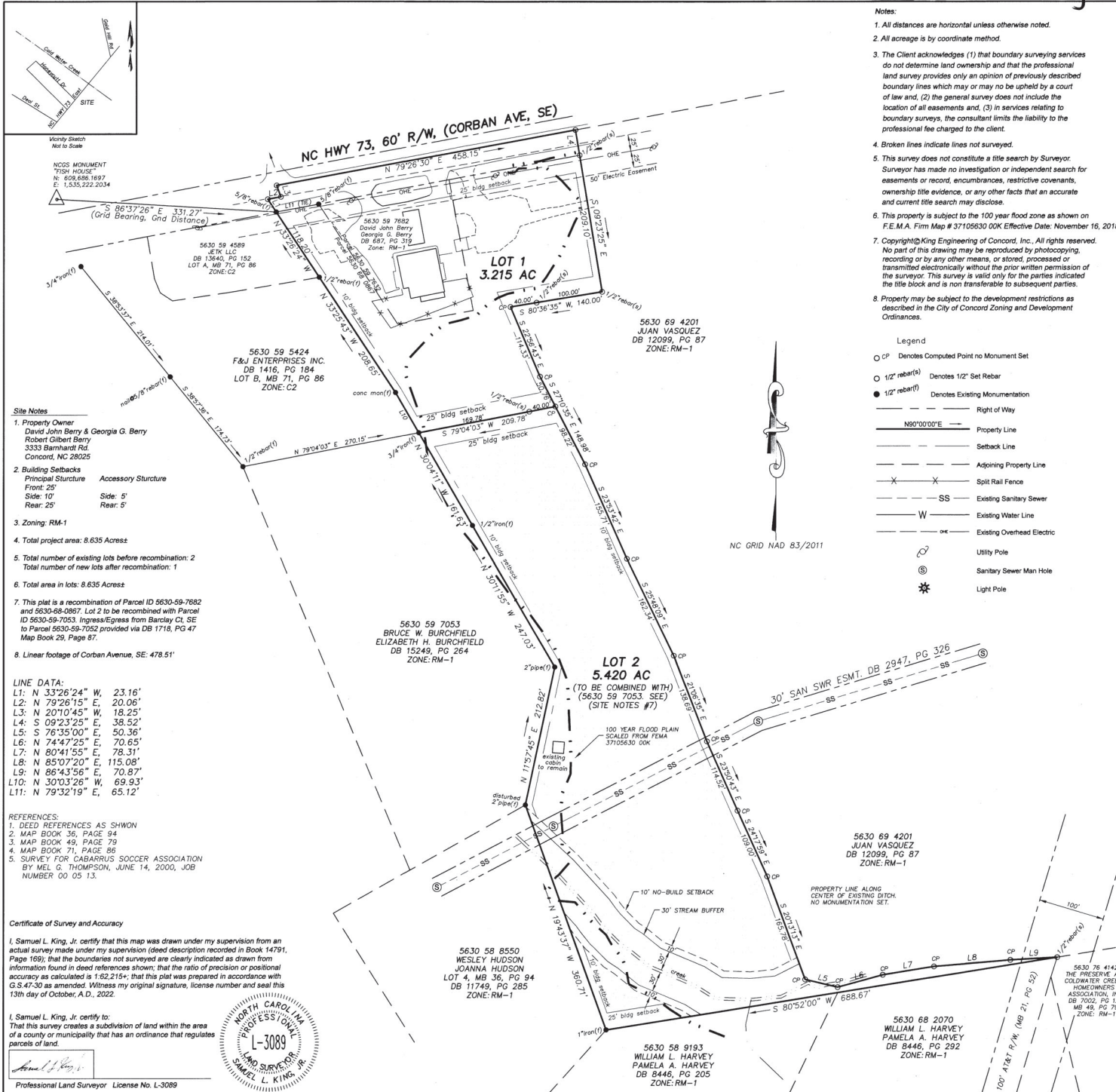
494 Corban Ave SE
PIN: 5630-59-7682, 5630-68-0867 part of



Legend

- Subject Property
- Parcels
- Land Use Plan**
- Suburban Neighborhood
- Civic-Institutional





Site Notes

1. Property Owner: David John Berry & Georgia G. Berry, Robert Gilbert Berry, 3333 Barnhardt Rd, Concord, NC 28025
2. Building Setbacks: Principal Structure: Front 25', Side 10', Rear 25'; Accessory Structure: Side 5', Rear 5'
3. Zoning: RM-1
4. Total project area: 8.635 Acres
5. Total number of existing lots before recombination: 2; Total number of new lots after recombination: 1
6. Total area in lots: 8.635 Acres
7. This plat is a recombination of Parcel ID 5630-59-7882 and 5630-68-0867. Lot 2 to be recombined with Parcel ID 5630-59-7053. Ingress/Egress from Barclay Ct, SE to Parcel 5630-59-7052 provided via DB 1718, PG 47 Map Book 29, Page 87.
8. Linear footage of Corban Avenue, SE: 478' 51"

LINE DATA:

L1: N 33°26'24" W, 23.16'
 L2: N 79°26'15" E, 20.06'
 L3: N 20°10'45" W, 18.25'
 L4: S 09°23'25" E, 38.52'
 L5: S 76°35'00" E, 50.36'
 L6: N 74°47'25" E, 70.65'
 L7: N 80°41'55" E, 78.31'
 L8: N 85°07'20" E, 115.08'
 L9: N 86°43'56" E, 70.87'
 L10: N 30°03'26" W, 69.93'
 L11: N 79°32'19" E, 65.12'

REFERENCES:

1. DEED REFERENCES AS SHOWN
2. MAP BOOK 36, PAGE 94
3. MAP BOOK 49, PAGE 79
4. MAP BOOK 71, PAGE 86
5. SURVEY FOR CABARRUS SOCCER ASSOCIATION BY MEL G. THOMPSON, JUNE 14, 2000, JOB NUMBER 00 05 13.

Certificate of Survey and Accuracy

I, Samuel L. King, Jr. certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14791, Page 169); that the boundaries not surveyed are clearly indicated as drawn from information found in deed references shown; that the ratio of precision or positional accuracy as calculated is 1:52,214; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 13th day of October, A.D., 2022.

I, Samuel L. King, Jr. certify to: That this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

Professional Land Surveyor License No. L-3089



Notes:

1. All distances are horizontal unless otherwise noted.
2. All acreage is by coordinate method.
3. The Client acknowledges (1) that boundary surveying services do not determine land ownership and that the professional land survey provides only an opinion of previously described boundary lines which may or may not be upheld by a court of law and, (2) the general survey does not include the location of all easements and, (3) in services relating to boundary surveys, the consultant limits the liability to the professional fee charged to the client.
4. Broken lines indicate lines not surveyed.
5. This survey does not constitute a title search by Surveyor. Surveyor has made no investigation or independent search for easements or record, encumbrances, restrictive covenants, ownership title evidence, or any other factors that an accurate and current title search may disclose.
6. This property is subject to the 100 year flood zone as shown on F.E.M.A. Firm Map # 37105630 00K Effective Date: November 16, 2018.
7. Copyright © King Engineering of Concord, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted electronically without the prior written permission of the surveyor. This survey is valid only for the parties indicated the title block and is non transferable to subsequent parties.
8. Property may be subject to the development restrictions as described in the City of Concord Zoning and Development Ordinances.

Legend

- CP Denotes Computed Point no Monument Set
- 1/2" rebar(s) Denotes 1/2" Set Rebar
- 1/2" rebar(s) Denotes Existing Monumentation
- Right of Way
- Property Line
- Setback Line
- Adjoining Property Line
- X X Split Rail Fence
- SS Existing Sanitary Sewer
- W Existing Water Line
- Existing Overhead Electric
- Utility Pole
- Sanitary Sewer Man Hole
- * Light Pole

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 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 subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

BY: *Ray B. Johnson* Date: 10-16-22
David John Berry Date: 10-16-22
Georgia G. Berry Date: 10-16-22
Robert Gilbert Berry Date: 10-16-22

NORTH CAROLINA CABARRUS COUNTY

I, *Ray B. Johnson*, a notary public for said county and state do hereby certify that *David John Berry, Georgia G. Berry, & Robert Gilbert Berry* before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 16th day of October, 2022.

Notary: *Ray B. Johnson*

My commission expires: 01/10/2025

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 David John Berry & Georgia G. Berry Subdivision was approved by the Administrator with the concurrence of the Development Review Committee at its meeting on October 13, 2022.

Date: 10/13/22
Green Bell
 Planning and Neighborhood Services Director or Designer

State of North Carolina
 County of Cabarrus

I, *Green Bell*, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Green Bell Date: 10/13/22
 Review Officer

FILED Oct 18, 2022 12:24 pm FILED
 BOOK 00094 CABARRUS COUNTY NC
 PAGE 0019 THRU 0019 WAYNE NIXON
 INSTRUMENT # 30489 REGISTER
 EXCISE TAX \$0.00 OF DEEDS

Final Minor Plat for:
David John Berry & Georgia G. Berry
 494 Corban Avenue, SW, Concord, North Carolina 28025
 8.635 Acre, Parcel ID 5630-59-7882 & 5630-68-0867
 Recorded in Deed DB 687, PG 319 and DB 14791 PG 270,
 Number Twelve Township, Cabarrus County, North Carolina

PLAT PREPARED BY:
KING ENGINEERING OF CONCORD, INC., C-4909
 35 CHURCH STREET SOUTH, SUITE 107
 CONCORD, NORTH CAROLINA 28025
 MAILING ADDRESS:
 401 POTATE DRIVE, MORGANTON, NC 28655
 PHONE (828) 403-5586
 kingengineer.com

October 13, 2022
 Job Number 2022 069
 Scale: 1" = 100'
 0 50' 100' 200' 300'

NO	DATE	BY	REVISION
1	9/14/2022	SLK	REVISED PER CONCORD PLAN REVIEW COMMENTS

2022 089.dwg Model 10/13/2022 14:38:32



Planning and Zoning Commission

**Case: TA-10-22
O-I Height Limit**

December 20, 2022

TA-10-22 Background

Kimberly M. Barb has applied for a text amendment to Table 7.6.2.A. to add Note 5 to the O-I district max. building height column in Table 7.6.2.A that would allow multi-family buildings in the O-I district to have a height limit of four (4) stories.

The height limit for multi-family buildings in the RV and RC zoning districts was modified to include Note 5 via text amendment TA-06-22 which was adopted in June of 2022.

TA-10-22 (Table 7.6.2.A.)

DENSITY AND DIMENSIONAL STANDARDS
TABLE 7.6.2 A - DIMENSIONAL STANDARDS

Zoning District	A	B	C	D	E	F	G
	Min. Lot Size (sq. ft.)	Max. Density (per acre)	Impervious Surface Ratio (2)	Min. Public Street Frontage (feet)	Min. Lot Width (feet)	Min. Lot Depth (feet)	Max. Building Height (feet)
AG**	43,560	1	-	30^	200	200	35
RE **	43,560	1	-	30^	150	150	35
RL**	20,000	2	-	15^	100	125	35
RM-1**	15,000	3	-	15^	75	125	35
RM-2**	10,000	4	-	15^	75	100	35
RV***	7,500	8	0.5	15^	50	100	35 (5)
RC***	5,000	15	0.5	15^	50	100	35 (5)
R-CO ³	3,000	15	0.5	15	35	85	40
O-I	-	-	0.7	-	-	-	35
B-1	-	-	0.65	30^	50	100	50
CC	-	-	-	-	-	-	75 (4)
C-1	-	-	0.7	-	-	-	48
C-2	-	-	0.8	30^	50	100	48 (1)
I-1	-	-	0.8	30^	50	100	72
I-2	-	-	0.9	30^	50	100	72

NOTES:

* Residences permitted in nonresidential districts shall conform to the density and dimensional standards of the RC district, except that height restrictions may follow (1) below. Residences in the CC district are not subject to maximum density or dimensional limitations.

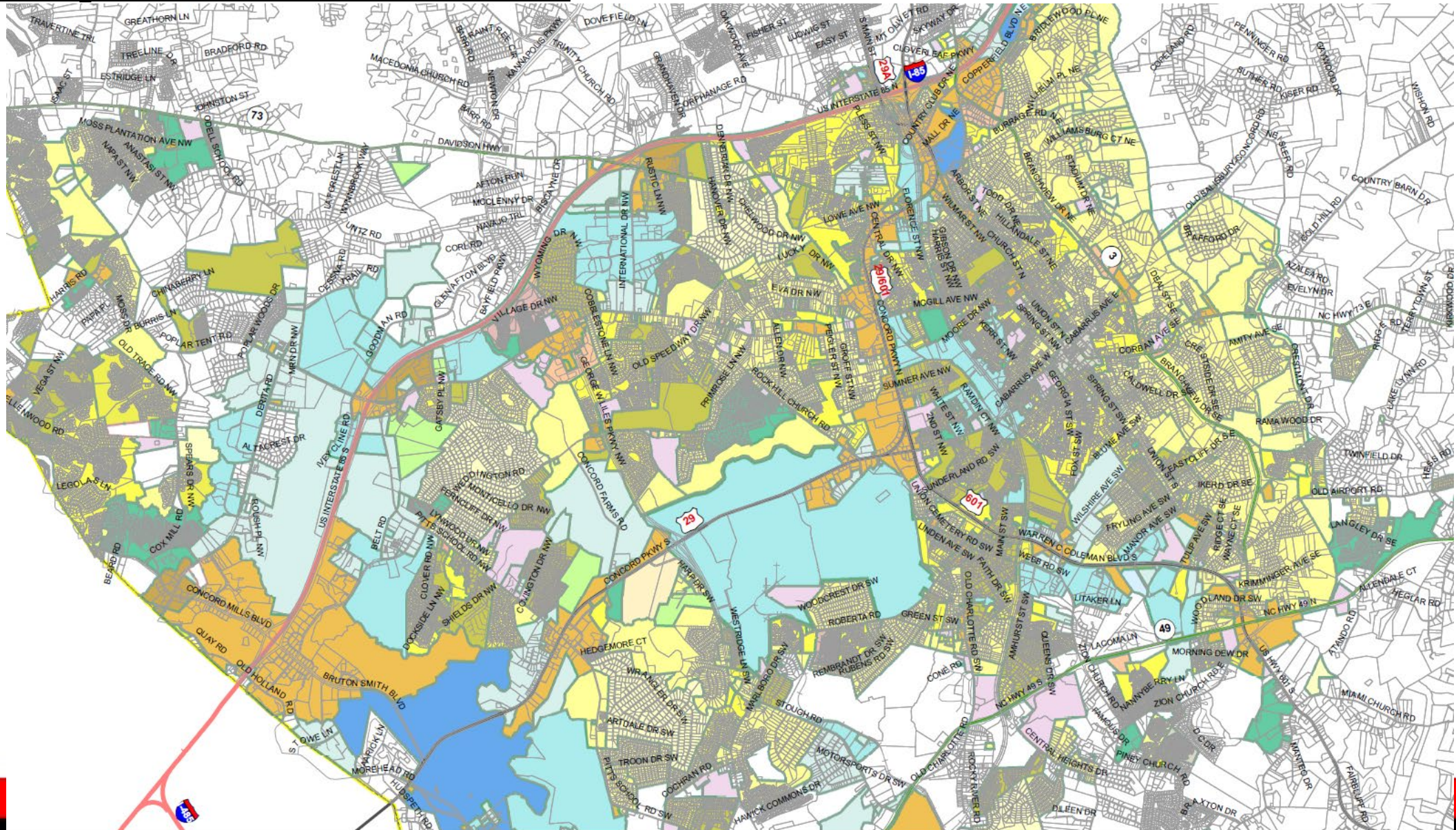
** See Section 7.7.4-F for duplex lots and Sections 7.7.3 and 7.7.4 for alternative single-family lot patterns that allow smaller minimum lot sizes under certain conditions.

*** In the districts where permitted, and subject to Section 7.8 multi-family and/or single-family attached developments shall only be subject to Columns B, C, D, and G in Table 7.6.2-A. Setbacks for multi-family and single-family attached developments are set forth in Section 7.8. of this Ordinance. Height in the RC district is subject to the transition provisions of Section 7.6.2.G.

^ See Section 5.5.

- (1) Height may be increased by one foot for each one foot of additional building setback up to a maximum height of 200 feet. Setbacks for Mixed Use, PUD, PRD or similar type projects shall be measured from the overall project boundaries.
- (2) Developments following the low-density option (see §4.4.2-A) may not develop at a total impervious surface ratio greater than 0.24.
- (3) Dimensional requirements only applicable if not indicated on recorded final plat. See also Section 9.12.
- (4) Measured from the lowest level of the Fire Department vehicle access to the tallest finished floor level of the building.
- (5) In the districts where permitted, multi-family has a height limit of four (4) stories. When residential units are included in upper floors in C-2 zoning, the maximum C-2 height limits shall govern.

Map for Reference



Use Table for Residential in O-I

	Borrow Pit	P													P	P	
RESIDENTIAL USES (See 8.2.2(b))																	
Household Living	Mixed Use Dwelling/Live-Work Unit									P	P	P	P	P			
	Single Family Detached Dwelling, Single-Family Modular Home	P	P	P	P	P	P	P	PS								7.7
	Single Family Attached Dwelling,								PS	PS	PS						7.7 & 7.7.4.1
	Multifamily Dwelling/Apartment								SS	PS	PS	PS	PS	SS			7.8
	Duplex/Triplex								PS	PS							Tables 7.6.2.A & 7.6.2.B
	Accessory Dwelling	PS	PS	PS	PS	PS	PS	PS									

Concord Development Ordinance
Concord, North Carolina

8-4

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards	
		RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2			
Group Living	Congregate Care Senior Housing							PS	PS	PS	PS	PS	PS				8.3.3.D
	Group Home	SS	SS	SS	SS	SS	SS	SS	SS	PS	PS	PS					8.3.3.E
	Family Care Home	PS	PS	PS	PS	PS	PS	PS	PS								8.3.3.E
	Homeless Shelter/Soup Kitchen								SS	SS							8.3.4.I
	Social Service Institution								SS	SS			PS				8.3.4.F

Next Steps

- Make a recommendation to City Council regarding text amendment. (Administrative for Correction).
- Suggested Statement of Consistency and Reasonableness: The height limit change for the Office-Institutional zoning district is reasonable and in the public interest because it brings greater consistency across other zoning districts where multi-family is a permissible use as adopted in TA-06-22. The topic is not specifically addressed in the 2030 Land Use Plan, except via compatibility language between adjacent land uses. Multi-family in the O-I district are only permissible as incidental to an institutional use, such as a church or school.

DATE: December 20, 2022

CASE: TA-10-22 Text Amendment – Height Limits

PREPARED BY: Scott Sherrill, AICP, Development Review Manager

BACKGROUND: TA-10-22, APPLICANT PETITION

Kimberly M. Barb has applied for a text amendment to Table 7.6.2.A. to add Note 5 to the O-I district max. building height column in Table 7.6.2.A that would allow multi-family buildings in the O-I district to have a height limit of four (4) stories.

The height limit for multi-family buildings in the RV and RC zoning districts was modified to include Note 5 via text amendment TA-06-22 which was adopted in June of 2022.

Action Requested:


For an applicant-initiated text amendment, staff presents to the Planning and Zoning Commission and requires discussion and authorization from the Planning and Zoning Commission prior to drafting the text amendment. If the broad principles of the text amendment are acceptable to the Planning and Zoning Commission, the draft would come back to the Planning and Zoning Commission in January of 2023 for recommendation to City Council.

I, Kimberly M. Barb, PLA, do hereby request that the Planning and Zoning Commission consider a Concord Development Text amendment to amend Section Table 7.6.2.A for the following reasons:

- Article 7 - Base Zoning Districts
- Request to add Note 5 to the O-I district max. building height column in Table 7.6.2.A.
- This would allow Multi-Family buildings in the O-I district to have a height limit of four (4) stories.

(attach additional sheets if necessary)

Date: 11/28/2022

Signature of Applicant: 

Address: Stimmel Associates, PA

601 N. Trade Street, Suite 200, Winston-Salem, NC 27101

Telephone: (336) 723-1067

Note: Acceptance and processing of this application provides the applicant with an opportunity to present his/her request to the Planning and Zoning Commission, but in no way guarantees that an amendment will either be requested or considered by the Commission, or that an amendment will be voted upon and recommended by the City Council for approval. Payment of the application fee shall be due upon the direction of the Planning and Zoning Commission that an amendment be drafted for consideration.

Staff Use Only:	
Application Received by: _____	Date: _____, 20____
Fee: \$400.00 Received by: _____	Date: _____, 20____
<i>The application fee is nonrefundable.</i>	

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 7 “Base Zoning Districts”, Table 7.6.2.A. “Dimensional Standards” be amended in relevant part as set forth below:

	A	B	C	D	E	F	G
Zoning District	Min. Lot Size (sq. ft.)	Max. Density (per acre)	Impervious Surface Ratio (2)	Min. Public Street Frontage (feet)	Min. Lot Width (feet)	Min. Lot Depth (feet)	Max. Building Height (feet)
O-I	-	-	0.7	-	-	-	35 (5)

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

Adopted in this January 12th, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



We Are Here! You Are Here!

A Public Art Plan for Concord, NC



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Executive Summary

Over the past decade, there has been a growing interest in public art in Concord, N.C., a rapidly growing city just to the northeast of Charlotte. This can be seen in the historical and interpretive projects that have been incorporated into buildings and pedestrian passageways downtown; murals that have been sponsored by city and businesses downtown and surrounding neighborhoods; interpretive sculptures that were recently added along the greenway system; and temporary sculptures that are on display in the neighborhoods around downtown.

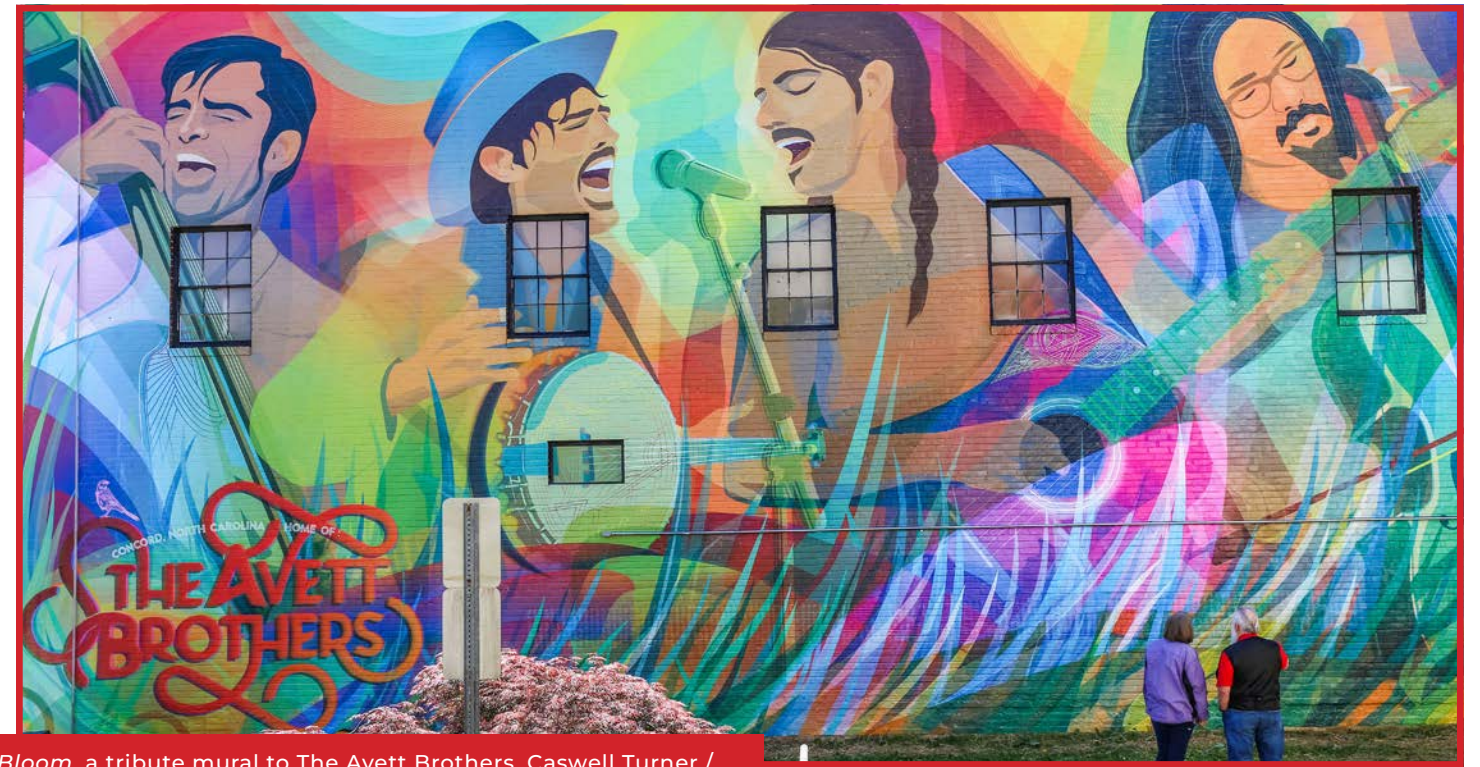
This plan is the outgrowth of the work of the City’s Public Art Advisory Committee, which was first established in 2014 with an interest in bringing murals and a temporary sculpture exhibition to the City. The charge of this plan was to look more broadly at what type of public art programming would be most beneficial to the City and at how to fund and manage such a program. It was developed in collaboration with the PAAC and City staff, and through extensive engagement with people throughout Concord. This plan offers a **vision** for how public art can be embedded more deeply in the life of the community, identifies potential projects that the City could take on, outlines processes through which the City can manage public art projects, and shows how the City’s efforts can catalyze resources from the community and the private sector.

Concord’s vision is for public art to be a unifying feature in the City: strengthening Concord’s overall identity, uplifting authentic community stories and resources, and adding beauty and meaning to public places and facilities. To that end, the plan identifies two basic themes for public art to focus on. **“We Are Here!”**

gives voice to the diverse communities in the city, recognizing their presence, affirming their contributions to the life of the city, and strengthening Concord’s social fabric. **“You Are Here!”** strengthens the identity of Concord as seen by others, whether people commuting back and forth to work or people visiting its tourist destinations.

Concord expects to work towards that vision by keeping several **core values** front of mind, including respecting everyone’s creative voice, working inclusively through intentional engagement and collaboration, and operating with accountability and transparency.

The plan outlines a variety of **strategies** that Concord will follow to achieve this vision. These include integrating public art into new and upgraded parks, placing public art at key visual locations (Union Street, Concord-Padgett Regional Airport, roundabouts, other gateways), incorporating public art into the facilities and infrastructure people experience throughout the city (greenways, transit, fire stations), and developing equitable processes for community-initiated projects and murals. The plan also describes how Concord can incorporate the creative traditions and practices of its



Bloom, a tribute mural to The Avett Brothers. Caswell Turner / Cicada Studios. Courtesy L.J. Weslowski/City of Concord.

communities into public art – from encouraging murals and temporary art exhibitions to organizing permanent public art projects that local artists can contribute to. And it presents ideas about how community-based storytelling can be woven into projects throughout the city.

The plan also outlines an **operational framework** for managing public art. The bulk of the work in planning and commissioning public art would be managed by a professional public art manager and a revamped Public Art Commission (PAC), consisting largely of community representatives. The PAC would develop a structured Public Art Work Plan each year, identifying opportunities of the highest priority. At the outset, funding for public art would be allocated each year through the City’s budgeting process, based on requests in the work plan; in the long run, public art would be funded through both dedicated capital funding (budgets of public-facing capital improvements would include allocations for public art) and a continued annual allocation (perhaps based on the population of the city) to support other projects.

Finally, the plan outlines **guidelines** for managing the program and individual projects. Over the years, the field

of public art administration has evolved a variety of best practices for administering local public art programs. The final part of Concord’s public art plan describes how those best practices can be adapted for Concord’s circumstances. Topics include artist selection, community engagement, maintenance and conservation of artworks, accepting donations of public art, deaccessioning artworks from City ownership, and evaluating progress.

Concord’s evolution – from an agricultural community to a bustling city of fabric mills, from an historic Southern courthouse town to a regionally integrated city focused on distribution, manufacturing, tourism and housing for a mobile workforce – is front and center on people’s minds. For Concord, discussions about public art are very much bound up with a public yet introspective conversation about who the city is and what it is going to be. Public art will be part of the process of looking at its history, at its life right now, and at its future at the very same time – of embracing and connecting everyone who has come to live and work in this place, and building something new from their collective spirit.



2022 Concord International Festival.
Courtesy L.J. Weslowski/City of Concord

INTRODUCTION

We Are Here! You Are Here!



Over the past decade, there has been a growing interest in public art in Concord. This interest can be seen in projects all over the city: historical and interpretive artworks installed along the pedestrian passageways off Union Street; murals downtown and on businesses in surrounding neighborhoods; interpretive artworks along the Greenway; temporary sculptures that artists put on display in neighborhoods around downtown; a temporary, community-based artwork in City Hall.

Concord's leaders, and the community at large, have taken notice. They have come to understand that public art can help Concord achieve some of its important goals – strengthening the city's overall identity, uplifting its diverse communities, and adding beauty and meaning to City facilities.



This plan is the outgrowth of the work of the City’s Public Art Advisory Committee, which was first established in 2014 with an interest in bringing murals and a temporary sculpture exhibition downtown. The purpose of this new plan is to gather this energy towards a new vision for how public art can be integrated throughout Concord’s public spaces, and to clearly define what the City’s role should be in working towards this vision, through its own projects and by supporting community initiatives.

The plan sets out a roadmap for the City to expand its support of public art, not only the leadership role that City government can play, but also processes that will support community and private-sector initiatives. It focuses on processes that can result in imaginative and meaningful contributions to the cityscape, and that can engage the city’s creative community as much as possible.

In short, this is Concord’s plan for making public art part of the everyday life of the city.

HOW THIS PLAN WAS DEVELOPED

This plan was developed over the course of a year, starting early in 2022. It was led by consultants Todd W. Bressi and Amina Cooper, supported by City leaders and the Cabarrus Arts Council (CAC), and guided by Concord’s Public Art Advisory Committee (PAAC). Sarah Gay, director of the ClearWater Arts Center & Studios, and Council Member Andy Langford (chair of the PAAC), provided ongoing direction. Concord artist Francene Greene assisted with community engagement and Concord resident Tara Bengle conducted 29 field interviews.

The planning process involved foundational research into the City of Concord’s plans, programs, policies and priorities, through review of planning documents and interviews with key City staff. The consulting team also reviewed public art initiatives in ten communities in North Carolina, as well as elsewhere in the country, to provide context for how a city like Concord could evolve its public art activities.

The planning process involved extensive community outreach. The planning team organized an on-line survey from April 8 through June 4, which garnered more than 600 responses. The team engaged the public from a booth at the April Art Walk on Union (with support from the CAC), and followed up with intercept interviews in various city parks to learn more about people’s perceptions of public art in parks.

The team also organized smaller community conversations in a variety of formats, and with focused outreach to Concord’s Black, Latino, South Asian and LGBTQ communities, as well as artists, high school students and homeowners’ associations. These gatherings included five art-making and discussion sessions that Greene convened at ClearWater and elsewhere in the city, and resulted in an artwork, *We Are Concord*, which was displayed in City Hall in the fall.

In addition, the team conducted interviews with City leaders, past and present — including Council members, the City Manager and department leaders, as well as with representatives of arts, business, economic development and tourism organizations.

The planning team worked closely with the PAAC throughout the project. In a series of monthly meetings,



Community public art workshop at El Puente Hispano, led by Francene Greene. *Courtesy Amina Cooper.*

the PAAC provided initial guidance for the planning process and then reviewed the research and engagement findings, recommendations for projects and future governance of the City’s public art efforts, and a draft of the full plan. The team also met with an internal City agency stakeholder group to receive direction early in the process, and then individually with City representatives to review recommendations related to specific City departments and governance processes.

The resulting plan is truly a community effort, reflecting the inspiration and excitement, guidance and strategy received through these different channels of engagement. The hope is that people throughout the city will see their contributions reflected in this plan, and that they will ultimately see their hopes for the city expressed in the public art that is created.



Community public art workshop with Namaste Artists, led by Francene Greene. *Courtesy Sarah Gay/City of Concord.*



Community engagement at ArtWalk on Union, April 2022. *Courtesy Todd W. Bressi.*

WHERE IS CONCORD HEADING?

The theme of this plan is “We Are Here!, You Are Here!” This theme reflects the underlying spirit of the conversations that led to this plan.

“We Are Here!” expresses the idea that public art should reflect the variety of voices, cultures and histories that exist in the city, making them visible and valued, fostering dialogue and strengthening civic connections. Public art should convey this in shared spaces, like parks and greenways, downtown pedestrian streets, fire station community rooms and transit.

“You are Here!” expresses the idea that public art should warmly greet people who are visiting Concord, whether they are coming downtown for a special evening out; visiting a tourist destination like the outlets or speedway; or simply commuting to work each day. Public art should convey Concord’s welcome, its warmth and the fascinating stories it has to tell to the world.

PROJECTS

This plan focuses on several core initiatives that can guide the city towards its vision for public art.

First, it outlines a process for including public art in the facilities, infrastructure and public spaces that public agencies build and maintain. Over the next few years, this could include the Union Street streetscape project, fire stations, Rider Transit facilities, parks and greenways, and catalytic downtown projects.

Second, it identifies general locations for place markers that welcome people to Concord and anchor important locations in the city’s circulation framework. These can create a sense of progression throughout the city, as well as provide an opportunity for different communities to express their identities.

Finally, it proposes strategies for supporting and catalyzing public art efforts initiated by the community and private developers. These include encouraging murals, streamlining approvals for art installations and clarifying

the Concord Development Ordinance to help developers see how they can use public art to meet the City’s urban design requirements.

PROCESSES

The plan proposes a revised process for Concord’s public art decision-making that is centered on a revamped Public Art Commission and professional city staff.

The reorganized and renamed Public Art Commission (PAC) would be composed of members of the public, providing Council and staff with a more direct opportunity to receive direction on priorities from the community at large. For many projects, Selection Panels assembled by the PAC would advise on the selection of projects and the approval of artist concepts.

Public art activities would be guided by an Annual Work Plan, which would be developed in conjunction with the City’s budget process. Major projects would each be guided by an Individual Project Plan, which would outline details about the process that would be followed for each specific project.

PUBLIC ART IS CONCORD’S STORY!

For Concord, public art will very much be bound up with the ongoing public, yet introspective, conversation about who the city is and what it is going to be. There is hope that public art can embrace, value and reflect the city’s full diversity, especially those who have been overlooked. There is hope that public art can be part of Concord’s process of looking at its history, at its life right now, and at its future at the very same time. And there is hope that public art can send a clear message to everyone who lives in, works in and visits Concord: We Are Here! You Are Here!



Barred Owl, Walter Stanford, Hector Henry Greenway. Courtesy Sarah Gay/City of Concord.



Community public art workshop with Namaste Artists, led by Francene Greene. Courtesy Amina Cooper.

WHO IS CONCORD?

Tradition & Transition



A public art plan provides an opportunity for a city to pause and look at itself – to ask itself who it is, where it has come from and where it is going. This exploration is important to inform what a city’s priorities for public art are, and how public art can be part of broader conversations that are taking place in the community.

The following portrait of Concord has emerged from the many conversations the consulting team had over the course of the project, as well as a citywide survey. People’s perspectives on Concord are overwhelmingly positive, touching on topics like its small-town, family-friendly feel. The changes the city is experiencing are front of mind, and the geographic, economic and social changes it is experiencing are creating a struggle for its identity. But the conversations indicate a cautious optimism that change will bring better days for Concord, in terms of diversity and opportunity.

Concord City Hall. Courtesy ADW Architects, Jim Graziano/snapWerx LLC.

CONCORD'S HISTORY

Concord's history is very present in people's minds. Many people are well-versed in the story of Concord's settlement in the colonial era and its evolution from an agricultural town to a mill and textile center, which helped shape the pattern of its historic downtown, its neighborhoods, and its foundational institutions and traditions. People value how this history creates a throughline, particularly regarding the city's current cultural and visual landscape, as well as families who have been in the city for many generations. There is a desire for these histories to remain a part of what grounds Concord's identity.

At the same time, as the textile era fades and its history is being revisited, there is a recognition that there are some histories, such as those of Blacks and Native Americans, that need to be better known, shared more widely, and absorbed into Concord's understanding of who it is and how it got to be. Cabarrus County was established on lands traditionally inhabited by Native Americans, who were pushed out by successive wars. Today, there is a recognition that there are historic institutions and resources (such as Barber Scotia College and old Camp-ground Cemetery), that are at risk of being left behind. There is a concern that these aspects of the city's history are in danger of erasure, and there is a desire to pull them forward, recognize them, and include them in defining Concord's shared identity and vision.

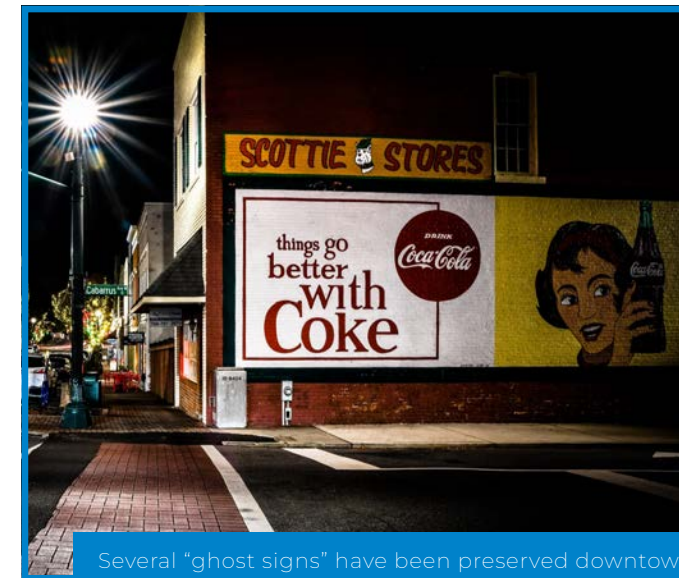


One of eight mural panels, lining the Union St.–Market Street passageway, that explore themes in Concord's history. Sharon Dowell. *Courtesy L.J. Weslowski/City of Concord.*

THE NAMING OF CONCORD AND UNION STREET

Concord's origin story is unique and still resonates today. The name "Concord" refers to the peaceful settlement of a dispute between the German Lutherans and Reformed, and Scotch-Irish Presbyterians who settled in the area over where the county seat should be located; the name of Union Street also commemorates this agreement.

There is hope that this spirit can still live on in the city. As one participant in the planning process put it, "The origin of the name of Concord reflects the diversity of the original inhabitants and the desire to live in harmony despite differing language, religion and traditions. Art should reflect the diversity of our community and should be seen/displayed throughout the community."



Several "ghost signs" have been preserved downtown, contributing to Concord's historic, small-town feel. *Courtesy Michael A. Anderson*

A TIME OF CHANGE FOR CONCORD

Concord is also aware that this is a time of change. The city's population has doubled in the last 20 years, mostly because of its rapid expansion from the familiar and historic eastern areas of the city into annexed suburban and rural areas to the west and south.

This geographic change has introduced new dynamics. It has resulted in an increasingly diverse population, which has been welcomed. But it has also been disorienting; there is not a good understanding among many residents of where the city begins or ends, and there are communities where work and social life are associated more with Charlotte (which is right next door) as opposed to Concord's distant historic downtown.

Generally there is optimism about these changes. There is hope that the history and traditional qualities of Concord can be sustained as the city grows. And there is hope that the city's new energy will offer new opportunities and a sentiment that newcomers to the city will bring fresh perspectives and openness.



Barber Scotia College, a Historically Black College historic Concord. *Courtesy L.J. Weslowski/City of Concord.*



The former Gibson Mill has become a hub for creative enterprises, including a food hall. *Courtesy Mark Plemmons/Independent Tribune.*

A NEW ECONOMY

Concord is successfully reinventing its economy and the opportunities it offers.

In recent decades, Concord's economic base has been shifting from tobacco and textiles to distribution, industry and tourism-sports-entertainment – a shift from an economy that is rooted in the surrounding landscape and regional traditions to one that is driven by consumer and popular culture. Today Concord's economic advantages are its access, whether via I-85 or Concord-Padgett Regional Airport, and readily developable land.

Concord is now a regional tourist destination, with attractions like the Charlotte Motor Speedway, the



Day of the Muertos display, Concord International Festival. *Courtesy L.J. Weslowski/City of Concord.*

CONCORD IS DIVERSE

Concord's diversity is important to residents of the city.

In addition to the white and Black communities that have lived in Concord for more than two hundred years, there has been a growing Latino population and South Asian population as well. While some people note that Concord's diversity is a result of its increasing population and newly arriving groups, others noted that Concord has always been diverse but that its diversity has not always been reflected or respected.

Twenty nations were represented at the 2022 Concord International Festival. There is a strong message that public art should make this diversity more visible to the city at large – and should especially respect and reflect voices that not have been heard as strongly.

Creative Plan

This section of Concord's public art master plan outlines why public art is important to Concord and what types of projects the City should take on.

The next two pages set out a vision, values and goals that address the question, "Why public art in Concord?"

Following that, the plan outlines recommendations for projects, including specific goals, timing, funding and artist selection processes for each. The projects are divided into four categories that reflect the themes of the plan.

PUBLIC ART IN CITY FACILITIES

- ◆ Downtown Catalyst Projects
- ◆ Future Projects
- ◆ Parks and Greenways
- ◆ Parks Infrastructure (Citywide)
- ◆ Greenway Infrastructure (Citywide)
- ◆ Fire Stations
- ◆ Rider (Concord-Kannapolis Area Transit)
- ◆ Transportation

WE ARE HERE!

Telling the Stories of Concord's People & Places

- ◆ Fire Station Community Rooms
- ◆ Concord International Festival Annual Artwork

YOU ARE HERE!

Marking Arrival to the City & Downtown

- ◆ Concord-padgett Regional Airport: Terminal Interior Wall
- ◆ Roundabouts
- ◆ Fire Station Gateways
- ◆ Charlotte Motor Speedway Gateway
- ◆ General Areas to Consider for City and Downtown Gateways

ONGOING INITIATIVES AND STRATEGIES

- ◆ Community-Artist Partnerships
- ◆ Creating Opportunities for Murals
- ◆ Creating Opportunities for Outdoor Sculpture
- ◆ Partnerships with Developers
- ◆ Partnerships with the County



Groundbreaking, Ramseur Park.
Courtesy L.J. Weslowski/City of Concord.

HOW THE LIST WORKS

The adjacent criteria have been used to prioritize the opportunities identified in this plan. These criteria should also be used by the Public Art Committee in evaluating projects to be included in an Annual Work Plan.

Each of the potential projects includes a brief description, including goals for the project and a potential budget. The proposed budget is an estimate of an appropriate budget for the specific opportunities, based on budgets for similar projects elsewhere. This may be more or less than a "traditional" percent for art allocation might yield.

Potential projects are discussed in three categories, which overlap to some degree.

Public Art in City Facilities and Infrastructure is organized to demonstrate, department by department, opportunities for public art in anticipated construction projects. **We Are Here!** projects are specific opportunities to commission artworks that reflect the stories of Concord's people and places. **You Are Here!** projects are specific opportunities to mark gateways into the city and into downtown, and are opportunities to tell the city's story overall.

PROJECT PRIORITY CRITERIA

- ◆ Is the project in alignment with other City plans?
- ◆ Is the project viable, in terms of agency support, coordination with an upcoming capital project, and technical feasibility?
- ◆ Does the project enhance the functionality of a City asset or community-serving facility?
- ◆ Does the project result in a wider geographic distribution of public art in Concord?
- ◆ Is the project highly visible to the public at large, or does it provide access to public art for a group of people who might not otherwise experience public art?
- ◆ Does the project have the potential to express the identity of Concord's communities, and/or connect people across Concord's various communities?
- ◆ Does the project have the opportunity to raise Concord's profile in the region, in a way that helps people understand Concord better and makes them interesting in exploring the city?

VISION

Concord's investment in public art is meant to achieve the following:

Public art is a unifying feature of Concord: strengthening the City's overall identity, uplifting authentic community stories and resources, and adding beauty and meaning to public places and facilities.

VALUES

Values describe the ways in which Concord's public art program will do its work:

- ◆ Respect everyone's creative voice
- ◆ Respect and reflect the context, both cultural and natural
- ◆ Work inclusively, through intentional engagement and collaboration
- ◆ Operate with accountability, transparency and trust
- ◆ Operate in way that is relational rather than transactional

GOALS

Goals are what Concord's public art program hopes to achieve in the next five years, to move towards its vision:

Integrate public art into Concord's public realm, both newly constructed and existing facilities

Encourage developers to include public art in their projects

Encourage arts and other community organizations to pursue public art strategies on public and private space

Integrate diverse community voices into the projects that are created

Connect Concord's diverse communities

Make public art part of the way that Concord tells its story to visitors

STRATEGIES

Strategies are the steps that Concord will take to achieve its vision for public art:

Commission public art for key visual locations: Union Street, city and downtown gateways, Concord-Padgett Regional Airport

Integrate public art into new and upgraded parks

Create strategies for public art projects that appear throughout the city in facilities and infrastructure: greenways, fire, transit

Develop an effective, equitable and manageable process for community-initiated projects on public property

Develop a framework for a murals program, downtown and elsewhere

Create tools for encouraging developers to include public art

Develop public art projects as a tool to bring communities together

Develop processes for centering engagement with Concord's diverse communities in the creation of public art projects

Cultivate partnerships outside City government (businesses, County agencies, arts organizations)

OUTCOMES

Over the next five years, Concord will seek these public art outcomes and develop processes to measure them:

Public art is balanced, geographically, throughout the City.

Public art is integrated routinely into parks and greenways.

Public art is integrated into other City facilities, when appropriate.

Public art is integrated into private development projects.

Community arts organizations exhibit public art on City property.

Communities feel that their cultures, histories and priorities are reflected in the work that has been done.

Projects feature the work of Cabarrus County artists.

Concord receives regional recognition for the work that has been done.

Cultivate partnerships outside City government (businesses, County agencies, arts organizations)

DOWNTOWN CATALYST PROJECTS

There are several catalytic projects referred to in the Concord Downtown Master Plan. Each of these projects should be evaluated as a public art opportunity when it advances through the planning and design phases.

UNION STREET STREETScape

Opportunity

The new Union Street Streetscape will add to the vitality and sociability of downtown Concord by adding pedestrian amenities and increasing pedestrian safety. The new street design includes more generous sidewalks, areas for planting and street furniture, and areas for informal gathering. The design provides approximately five spaces where sculptural installations could be located.

As the Union Street Streetscape has already been designed and is in construction, there is no opportunity for integrated public art features. In the short term, these spaces could be locations for temporary sculptures; in the long run, they could be locations for permanent sculptural installations.

There are a variety of models for organizing a temporary sculpture exhibition, and numerous potential partners for sponsoring and promoting the exhibition. Those should be investigated further by the Public Art Administrator and the PAC.

Goals

- ◆ Celebrate revamped Union Street
- ◆ Provide opportunities for sculptors in the region to display their work
- ◆ Provide an additional attraction for people to come downtown
- ◆ Create features that encourage and support informal gathering

Timing

The construction is expected to be complete in winter, 2024. The first sculptures should be installed in spring of 2024, which would mean a solicitation and selection process should happen in the last quarter of 2023.

Potential Budget

\$25,000. Five sculptures at \$5,000 each for site prep, artist fee, transportation and documentation. This project could be an opportunity for a private sponsorship.

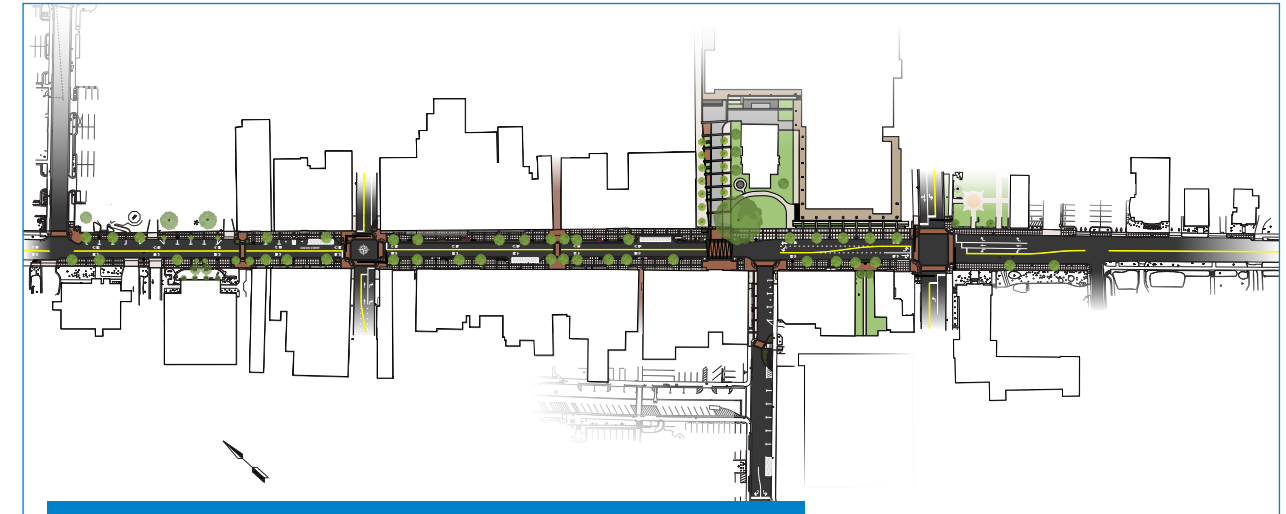
FUTURE PROJECTS

Greenway Park and Event Space

The Downtown Plan proposes a greenway park and event space in the area of the McEachern Greenway trailhead and County Governmental Center. If this project advances into further planning and design, public art should be considered as a component.

Bicentennial Plaza Parking Garage

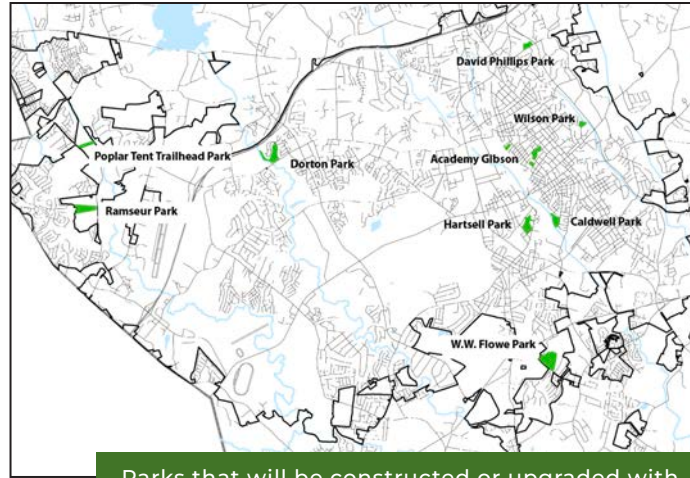
The Church and Cabarrus Street corridors are envisioned as major growth areas for downtown. To accommodate that growth, a parking garage is proposed for Bicentennial Plaza surface parking lot. If this project advances into further planning and design, public art should be considered as a component.



Union Street Streetscape design. Courtesy City of Concord.



Groundbreaking for Union Street Streetscape project, June 2022. Courtesy L.J. Weslowski/City of Concord.



Parks that will be constructed or upgraded with funds from the bond issue approved in 2022.

PARKS AND GREENWAYS

Concord is embarking on an ambitious, decade-long expansion and upgrading of its parks and greenways. The City has proposed the construction of four new parks, the renovation and/or expansion of five parks, and the extension of four greenway segments within the park projects, much of which would be funded through a bond issue recently approved by the voters. The City also draws on other sources of funds, particularly for adding small segments of greenway each year.

The scope of park designs is developed through a multi-stage planning and design process that allows for the tracking of public art opportunities and funding needs as projects evolve. The timing of park projects, though, can change depending on current Council priorities and funding opportunities. Therefore, the identification of public art opportunities and costs should take place within the overall park planning process, so that public art can be incorporated seamlessly into park plans and construction.

In November, 2022, Concord voters approved a referendum to issue up to \$60 million in bonds over the next

seven years to fund new construction or renovations / upgrades in nine city parks. Though master plans have been completed for these parks, the final scope of improvements, designs and phasing had yet to be approved at the time this plan was completed.

Because there are a number of projects that are likely to roll out in the near future, Concord should consider recruiting artists through a roster process. In this process, Concord would outline a series of potential art projects expected to be commissioned in parks and greenways for the next few years and ask artists to submit qualifications to be considered for any or all projects. The pool would be juried at one time, and then final selections of artists could occur more quickly when projects are ready to be commissioned.

Also, Concord should explore how small design details of park and greenway construction, such as the ornamentation of seatwalls or pilasters that mark the entrance to greenways, can incorporate artist-designed elements (such as ceramic tiles or mosaics) as an ongoing design feature, in addition to more ambitious site-specific public art commissions.



James L. Dorton Park. Courtesy L.J. Weslowski/City of Concord.



Ramseur Park master plan. Courtesy City of Concord.

J.E. “JIM” RAMSEUR PARK (NEW, SHORT-TERM)

J.E. “Jim” Ramseur Park is a new park proposed for rapidly expanding northwest Concord to serve the rapidly growing population there. The park will offer a comprehensive set of facilities, including an amphitheater, splash pad, adventure playground, boardwalk and basketball and pickleball courts. Future phases call for a recreation center. The theme of the park is “river flow,” and there will be a design feature that suggests the movement of water and connections to the Hector Henry Greenway and the Rocky River.

Opportunity

- ◆ Explore opportunities for integrated artworks that may be concurrent with the finalization of the design:
 - ◇ Surface area surrounding the splash pad
 - ◇ Picnic structure
 - ◇ Amphitheater
- ◆ Consider a sculpture located as a gateway for the park, and as a marker for the future community center

- ◆ Explore opportunities for integrated artwork in future phases
 - ◇ Recreation center

Goals

- ◆ Create features that support community gathering and identity
- ◆ Enhance functional park elements, such as the amphitheater and greenway bridge

Timing

Early artworks could be implemented as early as fall, 2023. Additional artworks would depend on future funding.

Potential Budget

Art features integrated into the design could range up to \$100,000, depending on the artist’s scope and the scale of the project.



Caldwell Park master plan. Courtesy City of Concord.

MARVIN CALDWELL PARK (RENOVATION, SHORT-TERM)

Caldwell Park is a community park in the Logan Community. It includes the Daniel Pharr Community Building, Logan Optimist Club Shelter and the Robert Mathis Amphitheater, and is connected to the Irish Buffalo Creek Greenway. The park will be renovated in phases; some grant funding is in hand to begin the first phases of work in 2023 and the remainder of the improvements are expected to be funded through the recently-approved bond issue.

Opportunity

The first phases of work offer several public art opportunities: a new splash pad, the relocation and renovation of shelter, and greenway connections to the neighborhood at both ends of the current trail. The basketball court could be painted with a ground mural. Playgrounds could have artist-designed features.

Goals

- ◆ Create features that support community gathering

- ◆ Create artworks that support the experience of play
- ◆ Create artworks that reflect the community’s history and identity
- ◆ Enhance functional park elements, such as the splash pad, shelter, basketball court and play features

Timing

Caldwell Park will soon go into a schematic design process. The design team should be scoped to consider the recommendations of this plan either during the schematic design phase or after the schematic design is approved, with consultation from the Public Art Administrator.

Potential Budget

Allocate \$40,000 for an artist-designed basketball court. Allocate up to \$100,000 for permanent public art, depending on budget for the renovations and the scope of the project that is identified.



Hartsell Park master plan. Courtesy City of Concord.

HARTSELL PARK (RENOVATION)

Hartsell Park is a neighborhood park near downtown Concord. The campus includes a recreation center and sports fields.

Opportunity

The concept plan for Hartsell Park includes several elements that are opportunities for public art:

- ◆ Mini roundabouts near the entrance and in the parking area could be locations for focal artworks.
- ◆ A themed play area could be an artist designed features
- ◆ Small structures, such as a group shelter and restrooms, could provide opportunities for public art features.
- ◆ An outdoor shelter and learning area could be an artist designed feature
- ◆ A sculpture trail could connect to the ClearWater Arts Center and Studios.

Goals

- ◆ Create features that support community gathering
- ◆ Create artworks that support the experience of play
- ◆ Enhance functional park elements
- ◆ Create a sense of arrival

Timing

Dependent on timing of further design and construction phase of the park.

Potential Budget

Allocate up to \$50,000, depending on budget for the renovations and the scope of the project that is identified.



James L. Dorton Park.
Courtesy L.J. Weslowski/ City of Concord.

**JAMES L. DORTON PARK
(RENOVATION)**

Dorton Park is a community park in Afton Village area of Concord, southwest of downtown, near Interstate 85. In addition to offering numerous recreation facilities, a connection to the Coddle Creek Greenway, and other amenities, Dorton Park has played host to numerous large-scale functions including the City of Concord sponsored Annual Bunny Bash and 5k Fun Run.

Opportunity

- ◆ The playground could include playful public art features.
- ◆ The education stations could include interpretive public art features, or a thematic sculpture.
- ◆ The restroom wall could provide an opportunity for a mural that could serve as a focal feature.
- ◆ An artwork at the entrance of Dorton Park could give the park more personality.

Goals

- ◆ Create features that support community gathering
- ◆ Create artworks that support the experience of play
- ◆ Enhance functional park elements
- ◆ Create a sense of arrival



Dorton Park master plan. Courtesy City of Concord.

Timing

Dependent on timing of further design and construction phase of the park.

Potential Budget

Allocate up to \$100,000, depending on budget for the renovations and the scope of the project that is identified.



Poplar Tent Trailhead Park concept plan. Courtesy City of Concord.

POPLAR TENT TRAILHEAD PARK

Poplar Tent Trailhead Park is a new park proposed for rapidly expanding northwest Concord to serve the rapidly growing population there.

Opportunity

The master plan for this park indicates several opportunities for public art.

- ◆ The rest room wall could provide an opportunity for a mural, depending on its design.
- ◆ The playground could include playful public art features.

Goals

- ◆ Create artworks that support the experience of play.
- ◆ Create an artwork that expresses the cultural traditions of the community that uses this park.
- ◆ Create a sense of arrival

Timing

Dependent on timing of further design and construction phase of the park.

Potential Budget

Allocate \$25,000 for rest room mural, depending on size. Allocate up to \$50,000 for play features, depending on budget for the construction and the scope of the project that is identified.



Academy-Gibson Park master plan. Courtesy City of Concord.

ACADEMY-GIBSON PARK (RENOVATION AND EXPANSION, SHORT-TERM)

The master plan for parks in the Academy-Gibson area covers several fields and facilities, west of downtown Concord in the Gibson Village neighborhood. It comprises Academy Recreation Center and surrounding sports fields, as well as a connection to the ClearWater Arts Center & Studios via the Village Greenway. The City is completing a master plan for renovating the various Parks and Recreation facilities here, as well as for parcels of land adjoining ClearWater and along Kerr Street nearby, that will provide for park services expansion.

Opportunity

The City is still gathering public input for the elements that will be part of the first phase of work. Some of the features that have been discussed are a bicycle pump track, a skate park and restrooms, as well as a sculpture park at ClearWater and an amphitheater nearby.

The restrooms offer an opportunity for a mural-type artwork on exterior of the structure. The sculpture park is an opportunity for permanent and/or temporary sculptures. The amphitheater, which could be located close to ClearWater, could be an opportunity for a signature canopy for shelter for arts performances.

Goals

- ◆ Create features that support community gathering
- ◆ Create artworks that reflect the community’s history and identity
- ◆ Enhance functional park elements, such as the pump track, skate park and splash pad

Timing

Academy-Gibson Park is actively in a planning and early design process. When the improvements that will be made in this phase of work are confirmed, parks planners and the Public Art Administrator should review the possibilities for public art and adapt the design plans accordingly.

Potential Budget

Allocate up to \$25,000 to provide infrastructure for installing a temporary sculpture in the park installation program. Allocate up to \$100,000 for permanent public art, depending on budget for the renovations and the scope of the project that is identified.

Allocate a minimum of \$250,000 for an artist designed canopy or structure. Funding for this could be derived partly from the base construction budget for a canopy or structure, as well as sponsorships. The development of this feature, and fundraising for it, would be an important long-range goal for the city.



Wilson Street Park master plan. Courtesy City of Concord.

WILSON STREET PARK (NEW, LONG-TERM)

Wilson Street Park is a neighborhood park planned in northeast Concord. The planning concept is for a park that is a highly interactive children’s play area, designed with a “woodland fairy” theme.

Opportunity

Because of the theme of this park, it is not an appropriate location for a traditional public art commission. However, artists can work integrally on the design team to collaborate on the design themes and how the designs will reflect those themes.

Goals

- ◆ Support the overall theming of the park
- ◆ Enhance functional park elements, including play features

Timing

Dependent on timing of further design and construction phase of the park.

Potential Budget

Allocate \$10,000 for an artist fee to play a consulting role with the design team.



David Phillips Park master plan. Courtesy City of Concord.

DAVID PHILLIPS PARK (NEW, LONG TERM)

David Phillips Park will be in North Concord, on Burrage Road adjacent to the David Phillips Activity Center.

Opportunity

The master plan for this park indicates several opportunities for public art.

- ◆ A permanent sculpture could be installed at the entrance to the activity center, either in front of the building or along Burrage Road, to provide visibility, identity and arrival.
- ◆ The activity shelter could provide an opportunity for a mural, depending on its design.
- ◆ The outdoor classroom and work spaces could be created by an artist, potentially in collaboration with a landscape architect and/or educational professional.
- ◆ The tree house could be created by an artist, potentially in collaboration with an architect.
- ◆ The playground could include playful public art features.

Goals

- ◆ Create features that support community gathering
- ◆ Create artworks that support the experience of play
- ◆ Enhance functional park elements
- ◆ Create a sense of arrival

Timing

Dependent on timing of further design and construction phase of the park.

Potential Budget

Allocate up to \$100,000, depending on budget for the renovations and the scope of the project that is identified. Any of the five opportunities identified above could be achieved at smaller-scale in the range of \$20,000 - \$40,000 as an initial enhancement.



W. W. Flowe Park concept plan. Courtesy City of Concord.

W. W. FLOWE PARK (RENOVATION, LONG TERM)

W. W. Flowe Park is a community park in the southern portion of Concord. It was transferred from the County in 2021, and the City is working to develop a fresh vision for the park.

Opportunity

The concept plan for Flowe Park includes several elements that are opportunities for public art:

- ◆ A proposed entry plaza could be both a landmark feature and a gathering / orientation point.
- ◆ A gateway building with restrooms and storage could provide an opportunity for a mural, depending on its design.
- ◆ A tree-lined promenade could provide an opportunity for an artwork incorporated into the surface of the walkway, or a sculpture to terminate the view at the farthest end of the promenade
- ◆ An overlook with bench settings could be an artist-designed feature.

- ◆ A seating shelter could be an artist-designed feature.
- ◆ A sheltered playground area could be an artist-designed feature.

Goals

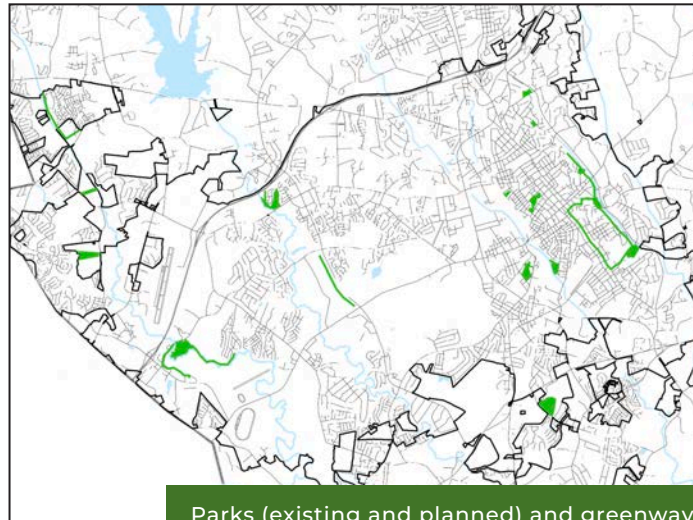
- ◆ Incorporate features that reflect community identity
- ◆ Create features that support community gathering
- ◆ Create artworks that support the experience of play
- ◆ Enhance functional park elements
- ◆ Create a sense of arrival

Timing

Dependent on timing of further design and construction phase of the park.

Potential Budget

Allocate up to \$150,000, depending on budget for the renovations and the scope of the project that is identified.



Parks (existing and planned) and greenways (existing) in Concord.



Trailhead for Hector Henry II Greenway. Courtesy L.J. Weslowski/City of Concord.

PARKS INFRASTRUCTURE (CITYWIDE)

Concord's parks projects, whether renovations or new construction, contain numerous design details that could provide opportunities for small-scale integrated public artworks.

These projects not only add meaningful touches to everyday parks features but also provide opportunities for artists less experienced at public art to have opportunities to do projects. These public art features could be incorporated at the time of construction, and incorporated into the project budget, or added later when funding permits.

Opportunities

- ◆ Concrete walkways can include stamped designs or texts
- ◆ Fences can include segments that are designed with custom metalwork
- ◆ Seatwalls and planter walls can include areas reserved for insets of mosaic, tile or terra cotta reliefs

- ◆ Bridge piers and trailheads could include ornamental pilasters that have public art insets or small sculptures set atop

Goals

- ◆ Enhance functional park elements
- ◆ Create artworks that reflect the community's history and identity
- ◆ Integrate diverse community voices into the projects that are created

Timing

Develop templates for standard design details immediately, as design plans are being finalized for parks funded by the recently approved bond issue. Implement projects when funding allows.

Potential Budget

Integrated design features could range from several hundred dollars (stamped concrete; small insets) to several thousand dollars (ornamental pilasters).

GREENWAY INFRASTRUCTURE (CITYWIDE)

Concord has an ambitious vision for building a greenway system that connects all corners of the city, and into the larger Carolina Thread Trail system. The main greenway routes currently follow stream and creek corridors, which primarily run north to south, but future east-west routes have been proposed as well. The City's connectivity plan, small area plans and parks master plans all detail a strategy for extending the greenway system. Currently, the City has 17 miles of greenways and trails, and it is budgeting funds to build about a mile of greenway per year, as well as connections to and segments in new and renovated parks.

The greenways traverse a variety of landscapes in the City and there will likely be opportunities as specific segments are built and connected to parks, and those should be considered as they arise. This plan focuses on two ideas that are about integrating public art into the greenway system.

Currently there are two standard design elements that create a visual appearance for the greenways, banners and distance markers. Currently, the banners are branded with the Parks and Recreation Department logo. The public art program could create a new set of designs that differentiate each of the greenway corridors. The designs could be replicated on new banners and added to mile markers. Each design could reflect some aspect of the context of the trail it is marking. This can also easily allow local artists an entry opportunity into public art design, and could be run as a contest, or hire new artists on a published annual or semi-annual schedule.

The greenway is often accessed from parks, but also connects into the city street system. These entrances to the greenway system are important transitions. These locations of transition could be marked by an artistic feature, which could be created in a format that is standard throughout the system but allows for a unique artwork in each location. Examples of this idea would be to replicate the metal panels on the Hector Henry Greenway throughout the system, or to create plinths that support small sculptures, or to embellish the masonry

markers that can be found in many parks with insets such as tile, terra cotta or concrete reliefs.

Finally, greenways offer opportunities for painted surface murals. These can be located at key areas such as junctions or related to interpretive strategies.

These projects not only add meaningful touches to everyday parks features but also provide opportunities for artists less experienced at public art to have opportunities to do projects. These public art features could be incorporated at the time of construction, and incorporated into the project budget, or added later when funding permits.

Opportunities:

- ◆ Banners
- ◆ Distance markers
- ◆ Ornamental pilasters at trailheads
- ◆ Trail ground murals

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to itself and to visitors
- ◆ Give communities a voice in what is created, and connect Concord's diverse communities

Timing

These projects could occur at any time. Identify a park construction project where a prototype trailhead project could be created.

Potential Budget

Greenway infrastructure design features could range from several hundred dollars (banners and distance markers) to several thousand dollars (ornamental pilasters, trail ground murals).



Fire Station 11. Courtesy L.J. Weslowski/City of Concord.

FIRE STATIONS

Emergency services (fire and police) are vital city services that connect Concord residents because everyone relies on them. Concord has a dozen fire stations spread throughout the city, often on main arterials, and is planning one more. Concord's fire stations are important civic assets because they are highly visible and symbolic of the City's presence. Four of the current stations also include community rooms, which are busy as gathering places for events ranging from community meetings to family birthday parties. New stations, existing stations and community rooms are all potential locations for public art.

FIRE STATION #6 (REPLACEMENT)

Fire Station 6, which serves Concord-Padgett Regional Airport and surrounding areas, will be replaced in order to accommodate the growth of airport traffic and conform to FAA requirements, including providing easier access to the runways.

Opportunity

Artwork should be considered on any part of the station that is public-facing, either integrated into the station building or in a space visible from the street.

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities.

- ◆ Make public art part of the way that Concord tells its story to visitors.
- ◆ Build public awareness of the emergency response resources that serve the airport.

Timing

The fire station is currently scheduled for design in FY23-24 and construction in FY24-25. With this schedule, an artist should be engaged in FY23-24.

Potential Budget

Approximately \$75,000, depending on the nature of the project.

FIRE STATION #13 (NEW CONSTRUCTION)

The City is in the early stages of planning for a new fire station on Flowes Store Road to serve areas that are approved for annexation in the southern section of the City.

Opportunity

Artwork should be considered on any part of the station that is public-facing, either integrated into the station building, in a space visible from the street, or in a community room.

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to itself and to visitors
- ◆ Create artworks that reflect the community's history and identity

Timing

The fire station is currently scheduled for design in FY23-24 and construction in FY24-25. With this schedule, an artist should be engaged in FY23-24.

Potential Budget

Approximately \$75,000, depending on the nature of the project.

TRANSPORTATION

TRAFFIC SIGNAL CONTROLLER BOXES

Opportunity

The City of Concord maintains traffic signals on local roads, and each traffic signal has a controller box nearby. These controller boxes can be embellished with vinyl wraps designed by local artists. This is also a common approach to public art and would be easy for Concord to model.

Goals

- ◆ Integrate public art into Concord's public realm and infrastructure
- ◆ Create artworks that reflect the community's history and identity

Timing

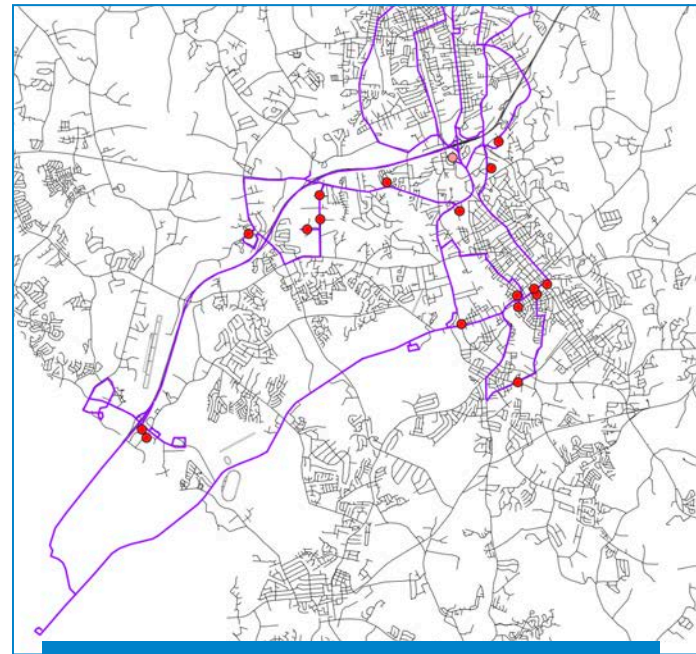
This project could occur at any time.

Potential Budget

The budget would be modest, as the only costs are artist fees, printing and installation. Allocate \$2,500 per controller box.

RIDER (CONCORD-KANNAPOLIS AREA TRANSIT)

Rider Transit is a partnership entity that serves Concord, Kannapolis and southwestern Cabarrus County. Rider is open to a multi-faceted collaboration that could bring public art to its transit center, bus shelters and bus interiors. Several of the project approaches recommended here are well-established and would be easy for Concord to model.



Rider Transit routes, transit center (orange) and planned new bus shelters (red).

RIDER TRANSIT CENTER WINDOW REPLACEMENT

Rider's eight routes depart from and arrive at its Transit Center, located near the Concord-Kannapolis boundary at the interchange of I-85 and Concord Parkway. The routes connect residential, employment and education centers in the cities, and also provides connections to Charlotte's transit system.

Opportunity

Artwork can be integrated into the windows that are specified to replace the existing clerestory windows of its central shelter canopy. The most likely process to consider is film applied between layers of glass, or film applied to the outside of the glass, though other approaches could be explored. Artwork here could reflect the stories of Concord or could be a non-representational approach that brings color or otherwise interacts with the light coming through the windows. Several of the project approaches recommended here are well-established and would be easy for Concord to model.

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities
- ◆ Create artworks that reflect the community's history and identity, especially the area where the shelter is located

Timing

Rider Transit is interested in proceeding with this project in the very near term, so this is an immediate opportunity.

Potential Budget

Further investigation of fabrication and installation costs is necessary to establish a budget. In a project like this, the base cost of replacing the windows would be credited against the cost of the project, and the public art budget would only cover the additional cost of integrating the public art.



Rider Transfer Center. Courtesy L.J. Weslowski/City of Concord.

RIDER TRANSIT SHELTERS

Opportunity

Rider is installing approximately 17 new bus shelters in Concord. The shelters typically have perforated metal panels. Public art could be installed by printing images on the panels, or by replacing one of the metal panels with a glass panel that would have artwork applied with film.

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities
- ◆ Create artworks that reflect the community's history and identity, particularly of the groups who use Rider Transit the most
- ◆ Communicate to transit riders that they are valued and their experience matters
- ◆ Enhance the experience of transit infrastructure and encourage more ridership

Timing

Rider Transit is interested in proceeding with this project in the very near term, so this is an immediate opportunity.

Potential Budget

Further investigation of fabrication and installation costs is necessary to establish a budget.

In bus systems with shelters that have glass panels, the cost of commissioning and installing glass panels can be approximately \$2,500 per panel.



Rider bus and transit shelter.
Courtesy L.J. Weslowski/City of Concord.

RIDER TRANSIT INTERIOR PANEL INSERTS

Opportunity

Rider maintains a fleet of 10 buses for its eight routes. The bus interiors include space for cardboard panels for advertising, but Rider does not use those spaces in that way. Artist designs could be printed on panels and inserted in those spaces. Artists could be solicited through a formal RFQ process or through a portal that accepts applications on a rolling basis.

Goals

- ◆ Integrate public art into Concord’s public realm, both newly constructed and existing facilities
- ◆ Create artworks that reflect the community’s history and identity

Timing

This project could occur at any time.

Potential Budget

The budget would be modest, as the only costs are artist fees and printing. Allocate \$5,000 for a pilot project.

RIDER BUS WRAPS

Opportunity

Rider maintains a fleet of 10 busses for its eight routes, which operate from a hub near the Concord-Kannapolis border and connect destinations such as Rowan-Cabarrus Community College, Afton Village, Concord Mills, the LYNX light rail system and downtown Concord and Kannapolis. The bus exteriors are currently marked by Rider’s logo. The buses could be wrapped with designs created by local artists.

Goals

- ◆ Integrate public art into Concord’s public realm and infrastructure
- ◆ Create artworks that reflect the community’s history and identity

Timing

This project could be undertaken at any time.

Potential Budget

Artist designed bus wraps can cost between \$10,000 to \$15,000, with the artist fee set at about 20 percent of the total cost.

Concord has many stories to tell, and one of its strongest goals for public art is to put those stories on view so people can learn about each other, and the world can learn about Concord. The following projects provide opportunities for storytelling about Concord’s people and places.



Old Campground Cemetery, established in 1876 by Warren C. Coleman and others at Zion Hill AME Zion Church.
Courtesy Victoria Young/Independent Tribune

TELLING COMMUNITY HISTORIES IN PARKS

There are several parks projects in Concord that primarily serve communities that have historically been under-resourced: Academy-Gibson, Marvin Caldwell Park and Hartsell Park / Recreation Center.

There are many opportunities for incorporating public art into the renovations that are planned for these parks. Concord should consider developing them through a comprehensive storytelling approach, particularly focusing on the narratives of the communities who have historically lived in these neighborhoods or recently moved in.

This process could be developed through a collaboration between multiple artists and the community, using a variety of methodologies and artistic media to collect, document and present community stories. This work could then be transformed into public artworks so that altogether the artworks in these parks tell a rich and multidimensional story about these communities. The work could also result in temporary installations elsewhere in the city, or inspiration for other projects such as Rider bus shelters and bus inserts.

This would be an appropriate project for the City to seek external funding from a program such as the National Endowment for the Arts “Our Town” program.

Goals

- ◆ Create artworks that reflect the community’s history and identity
- ◆ Integrate diverse community voices into the projects that are created
- ◆ Connect Concord’s diverse communities

Timing

This process could be developed on a timeline agreeable to the public art program and the Parks and Recreation department. A public history component of the project could begin first, with commissioned in the future as park renovations continue and further funding is available.

Potential Budget

Allocate up to \$100,000 for this project, which could be funded half by the NEA and half by the City. About a third to half of the budget would be dedicated to the storytelling process, and the balance to the creation of public art.



Concord International Festival. Courtesy L.J. Weslowski/City of Concord.

CONCORD INTERNATIONAL FESTIVAL ANNUAL ARTWORK

The Concord International Festival is rapidly growing as Concord's premier celebration of the diverse cultures in the city and the region. This street-fair style event allows people to enjoy food, entertainment, crafts and games from around the world. Educational booths allow people to learn about different countries' and cultures' costumes, music, language and traditions. It is held each year on Union Street downtown and is produced by the City of Concord and El Puente Hispano.

Opportunity

The International Festival could include a temporary artwork each year that highlights an aspect of the city's multicultural traditions. Artworks could take a variety of forms, such as a temporary installation or mural. An annual temporary artwork at the festival could evolve into one of Concord's signature public art projects.

Goals

- ◆ Create artworks that reflect the community's history and identity

- ◆ Integrate diverse community voices into the projects that are created
- ◆ Connect Concord's diverse communities
- ◆ Make public art part of the way that Concord tells its story to visitors

Timing

As the festival is generally held late summer or early fall each year, artist selection should begin early in the calendar year and the artist should be under contract in March, in order for there be adequate time for the artwork to be produced, transported and installed.

Potential Budget

For an annual temporary project, consider beginning with a minimum budget of \$10,000. Consider increasing the budget in future years based on the experience that is gained. The City's role in this project should be to assist with siting, permitting and installation. Funding should be sought from the private sector through sponsorship.

FIRE STATION COMMUNITY ROOMS (8, 9, 12)

Opportunity

Three Concord fire stations (#8, #9, #12) have community rooms available for use by community organizations and members. For many people, this is their main experience of entering into a City facility.

Though each fire station and community room is designed differently, each of these four stations offers an opportunity for an interior artwork. Because of the nature of the space, the artwork focus on storytelling about Concord – particularly about a facet of its history or an aspect of its culture. This will allow people to see their own stories, as well as the stories of others, in public space, and will help both to raise community voices and connect Concord's diverse communities.

Though each project would be developed separately, the overall storytelling should be managed as a collection, so that each fire station tells a different aspect of Concord's story. The process of developing the storytelling could be a project of its own, involving a cross section of the community and public history experts. The storytelling should provide a broad framework and resources that artists could then work with.

Goals

- ◆ Create artworks that reflect the community's history and identity
- ◆ Integrate diverse community voices into the projects that are created
- ◆ Connect Concord's diverse communities

Timing

These projects are not tied to any capital project and could be developed on a timeline agreeable to the public art program and the fire department. A public history component of the project could begin first, with fire station displays created as further funding is available.

Potential Budget

Allocate up to \$105,000 for all four stations. The process of curating the storytelling should be budgeted at \$5,000, and each of the four installations should be budgeted at \$25,000.

Concord is a large, sprawling and growing city, and a comment often made about the city is that it is hard to tell where it begins and ends. For this reason, it is particularly important to create markers, particularly with public art that indicate when one has arrived in Concord. These markers cannot always be at the actual city boundary (which in any case is changing over time) but they can be more legible and meaningful when they are located in highly visible places that are associated with a perception of arrival.

ROUNDBABOUTS

Roundabouts are relatively new to Concord and there are plans to add more. Those built so far tend to be experienced along major regional corridors, such as Concord Parkway, and busy roads that distribute traffic throughout the city, such as Poplar Tent Road. Thus, they are appropriate locations for public artworks that welcome people to Concord or remind Concord residents of where they are. These roundabouts are often built by the North Carolina Department of Transportation, or on roads maintained by NCDOT, so coordination with that agency will be necessary.

Opportunities

There are two existing “city gateway” roundabouts:

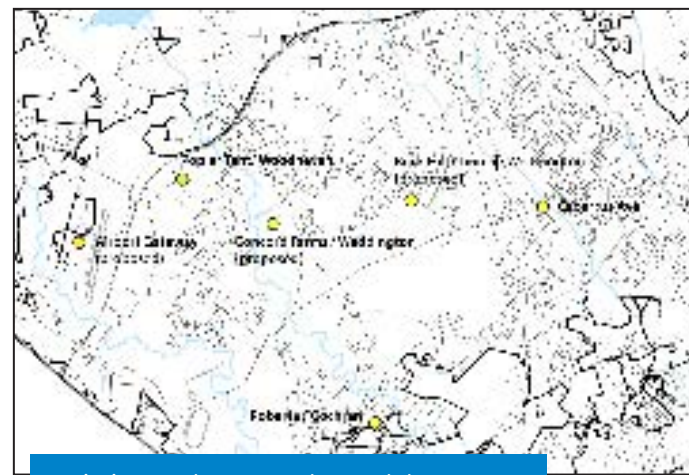
- ◆ Poplar Tent Road and Woodhaven Place NW
- ◆ Roberta Road and Cochran Road

There is one existing “downtown gateway” roundabout:

- ◆ Cabarrus Ave. W / Old Charlotte Rd. SW / Cascade Dr. NW

There are three proposed or potential “city gateway” roundabouts:

- ◆ Concord Farms Road and Weddington Road (George W Liles Small Area Plan)
- ◆ Rock Hill Church Road and Weddington Road (Weddington Road Corridor Plan)
- ◆ Aviation Boulevard entrance to Concord-Padgett Regional Airport (potential site)



Existing and proposed roundabouts

Goals

- ◆ Integrate public art into Concord’s public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to visitors

Timing

Roundabout projects could occur at any time, though future roundabouts should be designed with the intention of placing an art feature within them.

Potential Budget

Consider a minimum budget of \$50,000 per roundabout to ensure project is of appropriate scale. Additional funds might be required for site preparation and lighting.

CONCORD-PADGETT REGIONAL AIRPORT: TERMINAL INTERIOR WALL

Concord-Padgett Regional Airport welcomes many business and leisure travelers to Concord. The main hall of its commercial terminal is a space can be accessed without going through airport security. It is a place where people linger: Departing passengers queue there to wait for security screenings; friends and family of arriving passengers wait there to pick them up; newly arrived visitors pick up cars at rental stands nearby. The space includes several large, double-height walls that are now occupied by oversized photographic prints of Concord views.

Opportunity

These walls are an opportunity for one or more signature two-dimensional artworks. These could include murals, photography, fabric installation, light installation, or other media that benefit from indoor display. Alternatively, this could be a location for a curated program of changing art. An important consideration is that airports are places whose physical plant is often modified, so it would be best to find an artistic media that could outlive any future changes to this space.

Goals

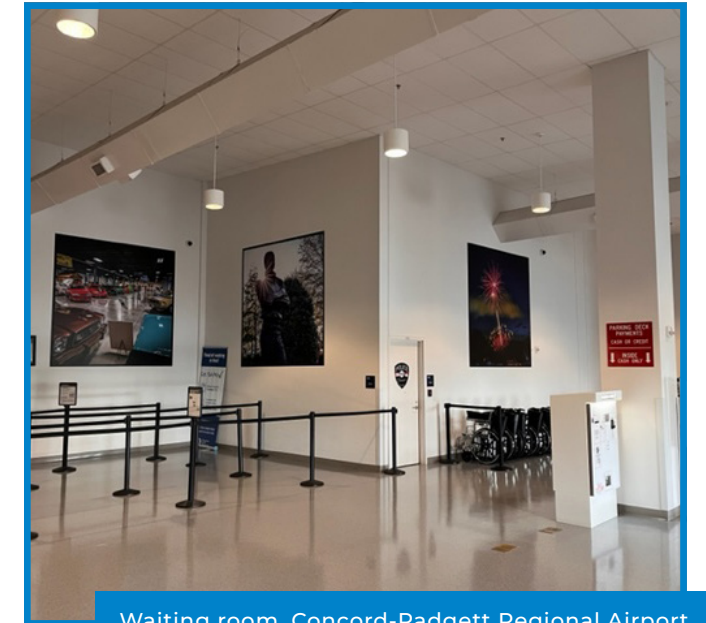
- ◆ Integrate public art into Concord’s public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to visitors

Timing

This project could occur at any time.

Potential Budget

Depending on the size and medium for the artwork, allocate a minimum of \$25,000. Consider additional funding for interior lighting to illuminate the artwork.



Waiting room, Concord-Padgett Regional Airport. Courtesy L.J. Weslowski/City of Concord.

CHARLOTTE MOTOR SPEEDWAY GATEWAY

The Charlotte Motor Speedway is a major tourist destination in Concord, attracting visitors from the region and throughout the entire country. Though associated with auto racing, the speedway grounds are busy year round with musical and community events, in addition to multiple races. The company that manages the speedway (Speedway Motorsports) has worked with artists and other creative professionals in recent years, in branding and merchandising as well as creating temporary sculptures, light installations and artist-designed trophies.

Opportunity

Concord's public art program should consider a collaboration with the Charlotte Motor Speedway management to create a signature artwork. The artwork can build on the theme of auto racing, and should be located so that it is visible and accessible to the general public, not just Speedway visitors.

The signature artwork can build on the Speedway's recent projects, which involved commissioning a temporary sculpture made of salvaged auto parts, and commissioning an artist-designed trophy.

The artwork could be a permanent artwork, located in a highly visible location. Alternatively, it could be a recurring annual temporary artwork, such as the central features designed for the Bonnaroo festival (Nashville), Burning Man or Coachella Valley Arts Festival.

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities.
- ◆ Make public art part of the way that Concord tells its story to visitors.
- ◆ Build on the creative talents and traditions of Concord's auto racing industry.



The Coca-Cola 600, one of NASCAR's premier events, held at the Charlotte Motor Speedway in Concord. Courtesy L.J. Weslowski/City of Concord.

OTHER POTENTIAL GATEWAY LOCATIONS

Several other areas suggest themselves as locations for gateway artworks, based on their location on the City's road network and their visibility. These sites could be locations for either permanent artworks, or temporary artworks that are sited until it is determined that a permanent artwork is viable and a priority for funding.

Opportunity

- ◆ Concord Parkway / Church Street traffic triangle, northern gateway to Concord
- ◆ Triangular parcel at Concord Parkway / Cabarrus Avenue / Warren Coleman Boulevard. Referred to in the Concord Parkway / Warren C. Coleman Small Area Plan, western gateway to downtown
- ◆ Church / Corban intersection, southeast gateway to downtown

Goals

- ◆ Integrate public art into Concord's public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to visitors

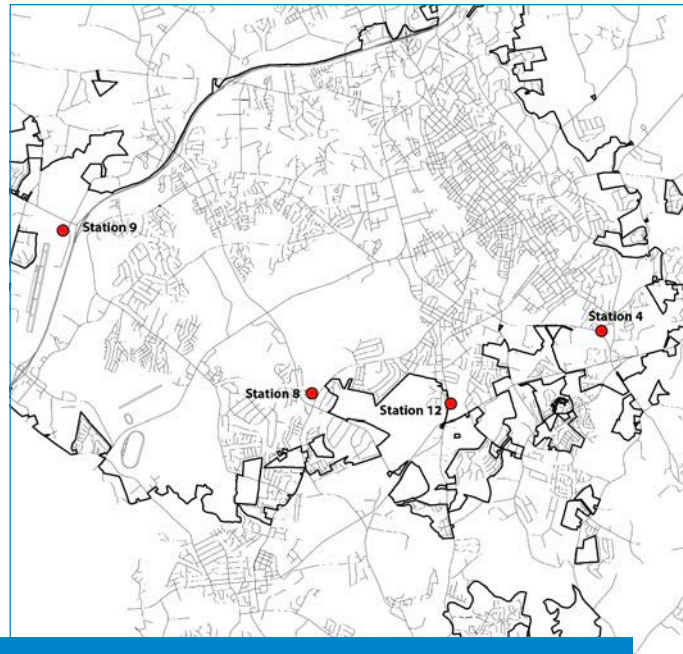
Timing

Gateway projects could occur at any time.

Potential Budget

For temporary artworks, consider a budget of \$5,000 for site preparation and installation of a pad for sculpture.

For permanent projects, consider a budget of up to \$100,000 to ensure the project is of appropriate scale and has the requisite design, engineering and construction to survive over time in a heavily trafficked location. Additional funds might be required for site preparation and lighting.



Fire Stations with potential gateway locations.

FIRE STATION GATEWAYS

Several of Concord’s fire stations (#4, #8, #9, #12) are fairly close to entryways to the city, usually on well-travelled roads. The grounds of these prominently-placed fire stations are opportunities for outdoor artworks that announce arrival in Concord to people passing by.

Opportunity

- ◆ Fire Station 4, southern gateway at Warren Coleman Boulevard
- ◆ Fire Station 8, southern gateway at Old Charlotte Road
- ◆ Fire Station 9, western gateway at Poplar Tent Road
- ◆ Fire Station 12, southern gateway at Roberta Road

Goals

- ◆ Integrate public art into Concord’s public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to visitors

Timing

Fire station gateway projects could occur at any time.

Potential Budget

Consider a budget of up to \$100,000 to ensure the project is of appropriate scale. Additional funds might be required for site preparation and lighting.

In addition to managing specific projects, Concord’s public art program should work dynamically with artists, arts organizations, the private sector and the County to inspire and support public art projects. Following are initiatives and strategies that should be pursued on an ongoing basis.

COMMUNITY-ARTIST PARTNERSHIPS

When creating artworks with a strong community focus, such as the “We Are Here!” projects as well as projects such as greenway banners and murals, the public art program should be attentive to incorporating the creative traditions and practices of the communities that are involved with the project. A wide range of community-based practices – such as spoken word and music, fabric making and design, paper making, beadwork and costume-making, print-making and photography to name a few – have successfully been incorporated into public art projects.

The public art program can connect with these practices in several ways:

- ◆ Consider how artists working on commissions can collaborate with artists work in these modes that are not traditional to public art. For example, printmaking practices or fabric designs could be incorporated into a mural.
- ◆ Consider how artists working with these practices can be supported in creating public art. For example, consider a presenting text works and photographs of non-visual arts projects as exhibitions in fire stations, Rider busses or at bus shelters.
- ◆ Consider offering community workshops or presentations when these practices are embraced in a public art project.



Artwork created at community workshop, El Puente Hispano. Courtesy of Francene Greene.

CREATING OPPORTUNITIES FOR MURALS

Concord can support the creation of murals by clarifying the permissions process, providing incentive funding, providing basic technical training, and helping the private sector find muralists to work with.

Murals Downtown and in Neighborhood Commercial Areas

Artists, businesses and property owners have expressed a strong interest in encouraging more murals downtown and other commercial areas. This was supported by the findings of other community engagement, including the citywide survey as well roundtables and community events.

In particular, there is support for murals that face the Church Street and Market Street corridors, and for murals on the walls of business in the neighborhoods adjacent to downtown. There is also the potential to incorporate murals into new development projects downtown and in other commercial areas.

The City can play three roles in facilitating mural proposals: ensuring that murals do not conflict with the City’s sign ordinance, ensuring that exterior murals can be reviewed in a predictable way by the Historic Preservation Commission, and to provide financial support if necessary.

Create a Mural Application Process

Concord should create a standard process for accepting, reviewing and approving applications for murals on private property. This will make it easier for artists and property owners to navigate the approval process. Applications should be available through the City’s permitting web page and reviewed, as necessary, by City staff, the Public Art Commission and the Historic Preservation Commission.

Eliminate Conflicts with Sign Ordinance

Concord should evaluate its sign ordinance to ensure that it is not inadvertently discouraging property owners and

artists from installing murals. Concord should consider implementing the following policy:

- ◆ Identify zoning districts where murals would be appropriate. Generally, this means downtown, commercial corridors, and mixed-use areas.
- ◆ In those areas, exempt murals from the sign ordinance.
- ◆ Require certification of murals at either a staff or Public Art Commission level. Establish standards to ensure that murals are artistic expressions and not commercial messaging (murals that are commercial messaging would be reviewed under the sign ordinance).

Facilitate Approvals in Historic District

Concord should evaluate its historic preservation protocols to establish processes and guidelines for reviewing exterior murals proposed for the historic district. Concord should consider implementing the following policy:

- ◆ Establish technical standards for the installation of murals on historic buildings, consistent with the Secretary of the Interior’s Standards.
- ◆ Submit murals to Historic Preservation Commission for technical review and to Public Art Commission for aesthetic review.

Provide Funding for Murals

Concord should provide partial funding for businesses that would like to incorporate murals into their premises. Concord should consider implementing the following policy:

- ◆ Establish a mini-grant program, with grants in the range of \$500 to \$1,000, to encourage murals in private businesses. The model for this is facade enhancement grants.
- ◆ Limit eligibility to projects at businesses that are publicly accessible, such as shops and restaurants. Consider prioritizing target areas of the city.



Off Main Street mural adjacent to Bicentennial parking lot. Isaac Payne. Courtesy L.J. Weslowski/City of Concord.

- ◆ Limit eligibility to projects sponsored by business owners. Developers or property owners should not be eligible unless they are also business owners.
- ◆ Require business owners to commission murals from artists in the region, preferably Concord, and preferably from the roster, should one be created.
- ◆ Make payments directly to artists.

Develop a Muralist Roster

The public art program should consider creating a roster of muralists from Concord and Cabarrus County for businesses to consider for mural projects. This could assist businesses in finding artists, particularly ones they may not be familiar with, and provide artists with more opportunities. This roster could be managed collaboratively by the City and the Cabarrus Arts Council, because it would be of value elsewhere in the county.

Offer a Mural Training

The public art program should consider offering a muralist training workshop on an occasional basis to help artists learn the basics and enable them to obtain their first commissions.

This workshop could be managed collaboratively by the ClearWater Arts Center and the Cabarrus Arts Council, so that it is a resource for artists in both the city and the county. Successful completion of the workshop could be a pre-requisite for being added to the roster.

CREATING OPPORTUNITIES FOR TEMPORARY OUTDOOR SCULPTURE

Concord’s creative community has expressed an interest in being able to exhibit public art, primarily sculpture, in public spaces. Artists face the hurdle that there is no formal process for reviewing, approving and supporting public art proposals. Artists also face the hurdle of contracts that require levels of insurance coverage that not all artists carry.

As part of its public art initiative, Concord should encourage the exhibition of sculptural work on public property. In doing so, the City will benefit by having artwork on display at relatively low cost, in terms of finances and administrative time, and artists will have an opportunity to show their work.

In order to create a public art process that is more predictable and more friendly to artists, Concord should adopt the following policy framework:

- ◆ Pre-designate a variety of sites around the City as locations for temporary sculpture displays.
 - ◇ Consider sites that are designated as potential locations for future permanent artworks – Union Street streetscape, gateways, fire stations, greenway trailheads, parks. This will be a short-term way of achieving the City’s long-term goals and will test the viability of those sites for permanent installations.
- ◆ Provide basic infrastructure, such as sculpture pads, at those sites.



Non-profit *Fulltime Funkytown* organized an outdoor sculpture show in Concord in 2022.

- ◆ Establish an annual process for accepting and reviewing proposals for art installations.
 - ◇ Consider proposals from individual, non-profit arts organizations and independent curators; do not allow for-profit galleries to organize exhibitions for sale.
 - ◇ The PAC should review and approve proposals.
- ◆ Provide a standard loan agreement.
 - ◇ The agreement should standardize terms for fees, insurance, the duration of the installation.
 - ◇ Allow individual artists to sell pieces at the end of display term.
 - ◇ Continue exploring how the City can waive insurance and indemnity requirements
- ◆ Provide City staff assistance with installation and de-installation for artists who do not have commercial liability insurance.
- ◆ Provide City insurance for sculptures while installed.

PARTNERSHIPS WITH THE PRIVATE SECTOR

Coordination with Concord Development Ordinance

Concord can remove barriers and create incentives for developers to include public art and/or artist-designed features in the following ways.

Revise Concord Development Ordinance

- ◆ The Concord Development Ordinance can be amended to clarify when public art is a feature that can meet various site design requirements. These features include façade materials, amenities in setbacks and entryways, wall features, fence features, parking garage screening, vista features, entry features, and public amenity features.
- ◆ The Concord Development Ordinance definitions should be amended to include terms for Art Displays, Civic Art, Mural, Sculpture and Public Art.

Create a Public Art Guidelines as a Visual Supplement

Concord can create guidelines that show developers how they can incorporate public art into their projects in a way that complies with the Concord Development Ordinance. These guidelines can consider how public art can be integrated into the following design elements that are referred to in the CDO: open spaces, façade features, greenway connections, focal point features, streetscape features, development entrances, termination of vistas, garage facades, murals, bicycle racks, sidewalk street crossings, decorative masonry walls, and decorative fences.

Downtown Opportunity Sites

Concord’s downtown plan identifies several sites that are viable for catalytic infill development. Each of these sites should be considered a potential location for public art. Concord should consider implementing the following policy:

- ◆ Require developers to attend a meeting of the Public Art Commission to discuss public art options for their site.
- ◆ Request that developers voluntarily include public art in their projects.
- ◆ Create a standard condition for incorporating public art in a development project, to be requested when any downtown development requires an approval upon which the City can apply conditions.

Major Industrial Locations

Concord is attracting major industrial development in the form of warehouse distribution centers and manufacturing plants. These developments are extremely large and can have an outsized presence on the landscape.

Opportunities

Two general opportunities to consider are gateway features at the entrance to sites, and large-scale murals on the blank walls of these buildings (an approach that Google has explored in the Data Center Mural Project). A systematic approach to encouraging large murals would be unique to Concord.

- ◆ In reviewing the land development applications of these projects, Concord should explore opportunities for public art and ask applicants to meet with the PAC on an informational basis.
- ◆ After exploring this idea further with developers, Concord should consider amendments to the Concord Development Ordinance that require or encourage murals on the blank walls of industrial facilities.
- ◆ In the long run, Concord should seek corporate funding for a “mural festival” that matches muralists to walls of existing large-scale industrial and warehousing facilities. One model might be like the “barn quilt tours” that are organized in rural areas, which would create a circuit of unusual murals throughout the city that would build civic pride, attract visitors and attract artists to the city. Another model that might garner private support is a “Concord Prize,” which would match a leading muralist to an industrial wall to produce one very large-scale mural a year.



Woven Scroll, concept for artwork commissioned at the Cabarrus County Courthouse. Courtesy RE:site.

PARTNERSHIPS WITH THE COUNTY

Concord, as the Cabarrus County seat, hosts County administrative buildings in the heart of the historic Downtown, and the County is an important stakeholder in discussions about public art downtown.

County administrators have expressed an interest in integrating public art in their facilities, and the City of Concord and Cabarrus County initiated a public art collaboration at the expansion of the downtown courthouse; City staff advised on the commissioning of *Woven Scroll*, by Norman Lee and RE:site in the main public lobby of the building.

There are opportunities for public art at a variety of other County locations in Concord. The City should initiate conversations with the County about how the public art program might encourage the County to pursue opportunities in those locations, and where and how partnering might leverage greater results. These include:

- ◆ Means Avenue Park, which is proposed to become a pedestrian-only public plaza and gathering space, immediately adjacent to the renovated Union Streetscape.
- ◆ Sculpture park proposed for the area between the historic courthouse (location of the Cabarrus Arts Council and Concord History Museum) and the courthouse expansion.
- ◆ Rotary Park
- ◆ Frank Liske Park
- ◆ Cabarrus County/ Concord Public Library façade or grounds
- ◆ Other locations that the County may identify

Implementation Framework



Community mural led by artist Carla Garrison-Mattos in collaboration with the Upper Room Outreach Center. Courtesy Carla Garrison-Mattos, @paintingsandthings

GOVERNANCE FRAMEWORK

Concord should develop the following framework for governing and managing its public art program. The three basic components of that framework (enabling legislation, program policies, PAC procedures) are outlined below. The following sections of the plan include much of the material that would be incorporated into this framework.

FUNDING AND GOVERNANCE

Council should adopt, by ordinance or other appropriate legal means, a simple governance framework that includes:

- ◆ Council, PAC and staff authorities
- ◆ PAC composition and appointment
- ◆ Funding sources and uses

Governance of the Public Art Commission (PAC) shall be consistent with North Carolina state law and local ordinances.

POLICIES AND PROCEDURES

Concord should develop a Policies and Procedures document that covers the following topics. This should be developed by staff, recommended by PAC, and approved by Council.

To the extent possible, the Council should delegate future amendments to policies and procedures to the PAC / City Manager. Updates to Policies and Procedures should be reported to the Council and brought to Council for approval if necessary.

The Policies and Procedures document would include:

- ◆ PAC role and responsibility
- ◆ Process / criteria for identifying projects eligible for Percent for Art (should Concord enact such a policy)
- ◆ Process for developing Annual Work Plan
- ◆ Process for developing Individual Project Plans
- ◆ Artist selection processes
- ◆ Artist contracting
- ◆ Documentation, conservation and maintenance of artworks
- ◆ Process for reviewing and approving donations and loans of artworks (temporary installations)
- ◆ Process for reviewing and approving relocation, removal of artworks (de-accessioning)
- ◆ Public / community / stakeholder engagement processes

PAC OPERATING PROCEDURES

The PAC should have written operating procedures for processes such as electing officers, conducting meetings and keeping records, as well as conflict of interest policies.

FUNDING

SOURCES OF FUNDS

To achieve its vision for public art, Concord will need to adopt a funding model that can be sustained from year to year. A sustained and predictable funding stream will enable the public art program to plan several years in advance, which in turn will help staff ensure that project flow aligns with their capacity and that the future obligations of multi-year projects can be anticipated. It will also help the City provide seed funding for partnerships and grant matches.

Other North Carolina cities have approached sustained, predictable public art funding in several ways.

- ◆ Several cities have percent for art funding policies for projects (Asheville, Charlotte–Mecklenburg County, Durham City-County, Raleigh, Wake Forest)
- ◆ Cary negotiates percent for art funding for projects on a case-by-case basis
- ◆ Raleigh also allocates per capita funding from its annual operating budget for arts and culture, some of which is allocated to public art. The amount is \$5 per resident of the city, each year.
- ◆ Other communities allocate flat annual funding for public art. This includes Matthews (\$15,000, or about \$0.50 per resident) and Gastonia (\$100,000, or about \$1.30 per resident).
- ◆ Several cities support professional staffing through dedicated staff positions or shared duties.

In the near term, Concord will fund public art through annual allocations based on requests through the Annual Work Plan, as part of the City’s annual budgeting process.

However, in the long term, Concord should adapt the best ideas from these approaches to create a hybrid public art funding model that provides a base of funding for professional staff and for projects that the City would like to initiate, while also allowing for the budget to increase in years when there are significant capital projects where public art could be located.

- ◆ City departments should commit a percentage of the budget of their major new capital projects for public art related to those projects. This should be minimum of one percent of the project cost, less land acquisition and

soft costs. The percentage should be applied to projects of \$1,000,000 or more; during an initial phase-in period, could be a maximum contribution of \$250,000 per project, which could be waived by Council in significant circumstances.

- ◆ When public art is integrated into the design for a park, or substituted for a functional feature (such as a splash pad or canopy) the City should consider a cost-sharing approach to help fund public art. In this approach, the basic budget for the feature is removed from the construction budget and allocated to the artist, and then supplemented with additional funds (such as the percentage allocation) to create the total budget for the public art.
- ◆ The City should also commit an amount equal to one percent of the aggregate budget for greenway construction each year for public art related to the greenways, even if individual projects are less than \$5,000,000. This should be held in a reserve fund for public art anywhere along the greenways.
- ◆ The City should make a general allocation each year that would support other public art projects recommended by the PAC in the Annual Public Art Work Plan (which would be developed concurrently with the City’s annual budget process). The amount of this general allocation should be in the range of \$1.25 per City resident, which could be adjusted over time. This funding could be used both for projects and contracted project management costs.
- ◆ The City should ask other public agencies, such as Rider Transit, to follow the City’s lead and make specific percent-for-art commitments voluntarily. (These could be incorporated by reference in the Annual Public Art Work Plan.)
- ◆ The City should ask developers to follow the City’s lead and make similar commitments for public art voluntarily, especially for projects in highly-visible or publicly accessible locations.

USES OF FUNDS

City-appropriated funds for public art, and any other funds received for public art, can only be used for the following activities:

- ◆ artist selection processes, including jury selection, artist travel costs and artist fees for concept development
- ◆ artist services, including design fees and the preparation of models or maquettes
- ◆ sub-consultant fees such as engineering or other specialty consulting
- ◆ materials, fabrication, delivery and installation related to artworks
- ◆ site preparation, landscaping and lighting related specifically to the installation of an artwork
 - ◇ For integrated artworks and for site preparation costs, only the incremental costs of integrating or siting the artwork, above the base project budget, shall be eligible for public art funds.
- ◆ identifying plaques/markers
- ◆ conservation and maintenance of public art that is commissioned by the City, including repair, replacement of works damaged beyond repair and not covered by insurance, surveys, curatorial services, re-siting and other conservation work necessary to keep all works of art in good condition
- ◆ relocation and/or removal of artworks
- ◆ contracted program administration, planning and project management services
- ◆ community education programs, outreach and dedications
- ◆ collection management, including software and database training and photo documentation.



Skew, Carl Billingsley, at ClearWater Arts Center & Studios. Courtesy Sarah Gay, City of Concord.

STAFFING

PUBLIC ART ADMINISTRATOR

Ultimately, Concord should hire a Public Art Administrator. The Administrator should have a variety of professional skills, including cultural program management and budgeting, public art curating, public art project management, and community engagement. The general duties of the Administrator shall include planning, project development, project management, community programming, collection management, and liaison with artists, arts organizations and developers.

ADDITIONAL CAPACITY FOR PARKS BOND PROJECTS

Because of the potential front-loading of public art projects related to the approved parks bond, the City should consider the following strategies for accommodating the workload in the first two years:

- ◆ Develop a roster from which to select artists for all of the projects.
- ◆ Determine which projects can be installed after park construction is complete, so that the commissioning and installation process can be staggered.
- ◆ Hire contractors to handle the temporary public art administration and project management workload. The best approach would be to hire a contract project manager who is delegated responsibility for specific projects. In addition, the City could hire a local artist as a contracted “public art fellow” who could handle administrative tasks such as managing an artist pool and artist selections.



Sculpture by Jim Gallucci at ClearWater Arts Center & Studios. Courtesy Sarah Gay, City of Concord.

PUBLIC ART COMMISSION

Concord should re-organize its Public Art Advisory Committee to be a citizen-based Public Art Commission. This structure is essential for ensuring Council and staff can draw on the guidance of community leaders in developing the public art program.

DUTIES

The PAC’s general duties should be to advise the Council and staff on public art matters, and it should have specific duties related to approving Individual Project Plans, as well as recommending Annual Work Plans, artist selections and project approvals. The PAC shall work in collaboration with the Public Art Administrator and other City staff.

COMPOSITION AND ROLE

The City should create a Public Art Commission (PAC) whose role is to advise Council and staff on the implementation and general oversight of the public art program. The PAC should be constituted to include broad community representation as well as specific representation of people from professional art or design backgrounds, and involve members of key city agencies.

The PAC should consist of 11 voting members and 4 non-voting members:

- ◆ One voting member should be from each of the seven Council districts.
- ◆ Three voting members should be from the city at-large and should have professional art or design backgrounds.
- ◆ One voting member should be the Director of the Cabarrus Arts Council (CAC), or the Director’s designee.
- ◆ Up to four non-voting members shall be staff representing City departments, appointed by the City Manager

Nominations for the seven district members and three at-large members should be accepted through an application process; Council will review applications and approve appointments. All Council members should vote on all PAC appointments.

All district and at-large members shall serve a three-year term and shall be eligible to be reappointed for one additional term, after which they must wait two years before applying again. Terms shall be staggered so that in any year no more than four members are up for re-appointment or replacement.

In making appointments, the Council should ensure that the diversity of the PAC as a whole is representative of the diversity of the city’s population as a whole, including but not limited to consideration of race, gender, sexual orientation, socioeconomic status, and neighborhood of residence.

The CAC Director may remain on the PAC as long as they hold that position; if the CAC Director appoints a designee, that person shall serve a maximum of two three-year terms.

The non-voting City staff members shall be appointed by the City Manager, and shall be chosen from the parks, planning, buildings and grounds and other departments that are involved with public art projects.

PUBLIC ART PLANNING

PUBLIC ART PLAN

Concord's Public Art Plan provides the framework for the operation of a public art program. It outlines a vision and goals for a public art program, identifies opportunities and priorities for projects, and details the processes that will be used to manage the program, including funding, staffing and governance.

ANNUAL PUBLIC ART WORK PLAN

The Annual Public Art Work Plan outlines which new public art projects the City will initiate in the upcoming year, indicating where projects are located, what the proposed budgets will be, and how the projects align with the recommendations of the Public Art Plan. The Work Plan also outlines which projects are being carried over from previous years, as well as special initiatives and conservation / maintenance priorities.

In addition, the Work Plan should look forward two additional years to anticipate what projects will be recommended and what the budgets might be, as well as what projects will carry over in future years. This will help program staff and City Council anticipate future public art program opportunities and staffing and funding needs.

The Work Plan should be developed by staff in collaboration with the PAC, recommended by the PAC, and approved by the City Council. This will be City Council's primary mechanism for confirming the priorities, expenditures and workflow of the public art program.

In developing the Work Plan, the staff and the PAC should use the project selection criteria outlined earlier in this plan, as well as the vision, values and goals expressed in this plan. It is important to recognize that the Work Plan is a process of balancing more than it is a process of prioritizing. That is, in any given Work Plan, the PAC should strive for a

diverse group of projects to work on, in terms of the type of project, location in the city, scale, media and community process. The three-year window is important because while it might be difficult to ensure a diverse set of projects in any given year, the PAC can achieve the desired balance of projects over time.

The Work Plan should be developed in conjunction with the City's annual budget process. It should be completed by the end of each calendar year, in time to be included in the departmental budget requests for the next fiscal year.

IDENTIFYING AND PLANNING FOR PUBLIC ART IN CAPITAL PROJECTS

The Work Plan development would be led by the Public Art Administrator, in consultation with directors of other City departments to identify which upcoming projects are most likely to help the City achieve its public art vision and goals. For those projects where public art is recommended, the capital budget should include the required percentage for public art.

In practice, because the Annual Work Plan has a three-year look ahead, the Public Art Administrator and department directors should be able to identify several years in advance which capital projects are the best candidates for public art, and therefore build public art into the planning, design and fundraising phases. Departments should consider scoping their design teams to include coordination with the public art program.

INDIVIDUAL PROJECT PLAN

The Individual Project Plan is a project management tool that City staff and the PAC use to guide the planning and execution of a specific public art project. The Project Plan sets out the basic framework of the project, such as goals and location; budget and funding; timeline; the artist selection process and community engagement process; a marketing plan; a list of internal and external stakeholders; and protocols for collaboration with other entities. The Project Plan can be simple or in-depth, depending on the nature and scale of the project.

The Project Plan should be developed by staff in collaboration with the PAC, and approved by the PAC. (The PAC could delegate its role in developing the plan to a Selection Panel or Task Force, as described below, but should always review and approve the Project Plan.) The approved Project Plan should be referred to the City Manager or their designee and reported to City Council as an information item.

SELECTION PANEL OR TASK FORCE

A Selection Panel is a group that may be appointed by the PAC specifically for each project to make recommendations about the selection of an artist and about the approval of an artist's concept. A Selection Panel should be established for larger or more prominent projects; the PAC can provide necessary oversight for smaller projects.

Generally, a Selection Panel should have at least five members. The panelists should include representatives of communities or organizations that are stakeholders to the process, as well as people who can bring art and design expertise. City staff, particularly from collaborating agencies, should attend these meetings so they can participate in the discussions, but they should not vote on key decisions, so that staff and council can have clear input from the community.

The Selection Panel should make recommendations to the PAC about the artist selection and the approval of the artist concept. The PAC would then review and refer those recommendations to the City Manager or their designee (Department Director) to contract with the artist. Artist selections and artist concepts should be reported to the Council as information items.

From time to time, a Selection Panel may be constituted more broadly as a Project Task Force, which would play a larger advisory role in the project. Additional duties for a Project Task Force could include working with staff to develop a Project Plan or assisting with community engagement aspects of a project.

DEVELOPMENT REVIEW COMMITTEE

The Public Art Administrator should be invited to attend meetings of the City's internal Development Review Committee, which reviews both City capital projects and private development projects. The Administrator can serve as a resource for identifying opportunities for public art in projects, and also obtain feedback on proposals for integrating public art into projects.

ROLES AND RESPONSIBILITIES

CITY COUNCIL

Initially:

- ◆ Approve Concord Public Art Plan and its recommendations
- ◆ Approve Concord Public Art governance framework, including the establishment of Public Art Commission and recognizing its membership, duties and responsibilities
- ◆ Approve public art staff funding and role

Annually:

- ◆ Approve Annual Public Art Work Plan, including projects, locations and budgets
- ◆ Approve annual public art funding
- ◆ Approve appointments to Public Art Commission

Throughout the year:

- ◆ Receive reports on Individual Project Plans; Public Art Commission recommendations

for artists selections and design concepts; public art project milestones; and other program matters

- ◆ Authorize City Manager to enter contracts for any projects needing consideration outside the Annual Public Art Work Plan
- ◆ Attend / speak at dedication events to celebrate the completion of public art projects in their district

As needed / scheduled:

- ◆ Approve amendments to public art funding and governance framework documents
- ◆ Receive reports on amendments to PAC bylaws, Public Art staffing changes and other matters
- ◆ Delegate the PAC to embark on Master Plan update within five years

PUBLIC ART COMMISSION (PAC)

Initially:

- ◆ Develop procedures for PAC operation

Annually:

- ◆ Collaborate with public art staff on development of the Annual Public Art Work plan
- ◆ Recommend Annual Public Art Work plan to City Council

For each project:

- ◆ Help public art staff develop Individual Project Plans, or delegate this role to a project-specific Task Force or Selection Panel
- ◆ Approve Individual Project Plan and refer to City Manager and City Council as information items
- ◆ Appoint Selection Panel and/or Project Task Force
- ◆ Approve artist selection and refer to City Manager for contract approval and to City Council as information item
- ◆ Approve artist concept and refer to City Manager for approval and to City Council as information item

As needed:

- ◆ Review and recommend revisions to public art policies and procedures documents as needed, at least every three years
- ◆ Make public art part of the way that Concord tells its story to visitors

SELECTION PANEL OR TASK FORCE

Ad hoc Selection Panels or Task Forces can be convened by the PAC:

- ◆ Help public art administrator develop Individual Project Plan
- ◆ Recommend Individual Project Plan to PAC
- ◆ Recommend artist selection to PAC
- ◆ Recommend artist concept to PAC

ROLES AND RESPONSIBILITIES

CITY MANAGER OR DEPARTMENT DESIGNEE

Initially:

- ◆ Review and recommend Concord Public Art Plan
- ◆ Review and recommend Concord public art funding and governance framework
- ◆ Review and recommend public art staff funding and role

Annually:

- ◆ Review and recommend Annual Public Art Work Plan
- ◆ Incorporate public art project and staff funding in recommended annual City budget

Throughout the year:

- ◆ Manage or delegate management of public art program staff
- ◆ Review public art milestones (artist selection, approve artist concepts) and refer to City Council as information items

- ◆ Approve artist contracts
- ◆ Receive reports on Individual Project Plans and project progress, and refer to Council as information items
- ◆ Approve contracts for artists selected for projects included in Annual Public Art Work Plan
- ◆ Approve contracts for projects needing consideration outside the Annual Public Art Work Plan

As needed/ scheduled:

- ◆ Hire public art program staff
- ◆ Review and recommend amendments to public art funding and governance framework as recommended by the PAC
- ◆ Cultivate partnerships outside City government (businesses, County agencies, arts organizations)

PUBLIC ART ADMINISTRATOR

The Public Art Administrator, as lead staff person, along with any additional Consultant (or employee) project manager(s) hired, shall:

Initially:

- ◆ Establish and implement project documentation and collection management protocols
- ◆ Establish and implement conservation and maintenance protocols

Annually:

- ◆ Work with coworkers in relevant departments to identify public art opportunities, locations and project scopes and to plan, determine percent for art allocations
- ◆ Draft the Public Art Annual Work Plan and work with the PAC to finalize, approve and propose the Annual Work Plan to City Council for approval

For each project:

- ◆ Facilitate development of Individual Project Plans, in consultation with PAC and/or Project Task Force
- ◆ Facilitate artist selection processes, including development of RFQs / RFPs, recruitment of artists, and facilitation of selection panels
- ◆ Manage and oversee the logistics of each project, including artist contractor oversight, artist project

budget approval, coordination with government entities, approval of artwork progress, milestones and payments, documentation of process

- ◆ Coordinate technical review when necessary
- ◆ Support artists during project development
- ◆ Work with City Manager office and Public Affairs staff to appropriately announce and publicize public art milestones
- ◆ Coordinate dedication events and assist with public relations

Throughout the year:

- ◆ Participate in City Development Review Committee meetings
- ◆ Make public appearances to on behalf of Concord's public art program to build community support
- ◆ Work with developers and private business entities to identify potential private contribution and public art locations and help establish partnerships and liaisons
- ◆ As needed or scheduled:
 - ◆ Facilitate amendments to public art governance framework, in consultation with PAC
 - ◆ Orient any new PAC appointees to their role and duties.

Program and Project Tools



Historic Cabarrus County Courthouse, now home to the Cabarrus Arts Council. Courtesy L.J. Weslowski/City of Concord.

ARTIST SELECTION PROCESSES

There are a variety of processes for selecting artists for public art commissions. For each project, the process should reflect the circumstances and goals of the project, as well as best practices in the public art field. Any processes followed by the City of Concord would need to be followed in the context of the City's procurement requirements.

Selection Panel resources, especially time. It can also discourage established artists who prefer to respond to limited competitions or to be directly selected for projects, as well as emerging or disadvantaged artists who don't have access to the tools or resources necessary to put together RFQ responses.

BASIC PRINCIPLES OF ARTIST SELECTION

Artist selection process should be designed with the following principles in mind:

- ◆ Selection processes should be competitive, except in situations where there are extraordinary circumstances, as expressed in the approved project plan.
- ◆ Artist selections should be recommended by a committee that includes project stakeholders and arts professionals. In Concord's Public Art Plan these are called Selection Panels or Task Forces.
- ◆ Artist selections should generally be made based on artist qualifications. If artists are asked to prepare concepts, the artist should be compensated.
- ◆ Artist selection processes must be consistent with the procurement approaches required by the funding source and/or the project sponsor.

Limited Competition / Invitational

In a Limited Competition or Invitational process, several artists are pre-selected and invited to respond to an RFQ. This method may be appropriate when looking for a small group of experienced artists, when there is a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. However, an invitational process can sometimes overlook artists whose work would be a good match for the project.

The list of pre-selected artists could come from a pre-established roster or from a curatorial process. This process should be led by a public art professional, such as the City's Public Art Administrator or a consulting curator. Special care should be taken to consult with artists, arts administrators and curators familiar with artists whose work may not have been recognized through conventional public art channels, and/or may be from groups who have been historically under-represented in public art processes.

ARTIST SELECTION APPROACHES

Open Competition

In an Open Competition, any artist may submit his or her qualifications, subject to the requirements established in a Call to Artists or a Request for Qualifications (RFQ). The RFQ should be sufficiently detailed to allow artists to determine whether their artistic practice or qualifications are appropriate for consideration.

An Open Competition allows for the broadest range of artists to compete and can bring in new, otherwise unknown, and emerging artists. However, an Open Competition can consume a large amount of staff and

Direct Selection

On occasion, an artist might be selected for a project without a competitive process. Direct selection can be useful on projects where there is an urgent timeline, a low budget, or unusually specific project requirements. It is possible that this artist would be selected from a pre-qualified list or roster.

ARTIST RECRUITMENT AND SELECTION TOOLS

REQUEST FOR QUALIFICATIONS (RFQ)

A Request for Qualifications (RFQ) is a call to artists that asks for the submission of an artist's credentials, which is the basis of selecting an artist.

An RFQ document outlines the background on the project, the specific role for the artist, the criteria for evaluating artists, and a proposed schedule and budget or artist fee. The requested credentials could include examples of past work, contact information for people who can speak to an artist's abilities, and a letter of introduction. An artist interview is often part of this process.

REQUEST FOR PROPOSALS (RFP)

A Request for Proposals (RFP) is a call to artists that asks for the submission of both an artist's credentials and a conceptual proposal for an artwork, both of which become the basis for selecting an artist. RFPs are commonly issued as a second phase of an artist selection process, after a short list of artists has been developed through an RFQ.

An RFP document outlines the background on the project, the specific role for the artist, the criteria for evaluating artists, and a proposed schedule and budget or artist fee. Project background can include information about the site and the community where it is located, and reference materials such as photos, maps or preliminary plan drawings to help the artist understand the project. The requested credentials could include examples of past work, contact information for people who can speak to an artist's abilities, and a letter of introduction. An artist site visit and interview are often part of this process.

Artists are generally compensated for preparing a concept, because the artistic concept is an important component of the services and artist provides and should not be provided for free.

ROSTER

A roster is a pre-qualified pool of artists from which artists can be selected to participate in a Limited Competition/ Invitational process or be selected directly.

A roster is based on a review of qualifications from artists who respond to an open RFQ. The roster could be focused on a specific set of opportunities, or be used broadly for a range of commissions. If the roster is meant to be used for several years, it should be updated periodically to allow new artists to be considered, and to allow roster artists to update their materials.

To create a roster, a public art program would issue a call to artists, inviting them to submit their qualifications for being added to the roster. The call to artists should outline the qualifications artists must have and criteria against which they will be evaluated, anticipating the types of opportunities that the public art program anticipates in the coming year or two. The call should also provide instructions for submitting and include background and reference information.

A selection panel should be organized to review the call and make recommendations as to which artists should be added to the roster. Once

selected, artists should be kept on the eligibility list for several years before they need to re-apply.

A roster requires upfront work and ongoing management, but it allows for artist selection for specific projects to proceed much more quickly. This would be a viable strategy if the public art program were anticipating a large number of commissions over a short period of time, and were adequately staffed to create a roster.

For Concord, a roster could be useful for the parks projects it could potentially undertake. This is because the types of opportunities are likely to be similar across the numerous parks construction projects, and because it is possible that decisions about artist selection may have to occur relatively quickly.

Also, Concord should consider creating a roster of muralists for businesses to consider for mural projects. This could assist businesses in finding artists, particularly ones they may not be familiar with, and provide artists with more opportunities. This roster could be managed collaboratively by the City and the Cabarrus Arts Council, because it would be of value elsewhere in the county.

Additional Resources

Public Art Network Artist Selection Process Resource Guide (2013)

PAN Call for Artists Resource Guide (2004)

COMMUNITY ENGAGEMENT AND PUBLIC EDUCATION

Community engagement is an important component of public art projects, setting public art practice apart from artistic practice that is focused on galleries, museums or private clients. This is important as a matter of equity, to ensure that people have the ability to influence decisions that impact the places they experience and value. A permanent public art project will have a very public presence for a very long time; it will play an outsized role in creating an image for the community where it is located, as well as an impression of that community in the public's mind.

It is important to ensure that public art is welcomed and seen as a positive addition to a community. Therefore, anybody leading a public art project should give careful thought to the community in which it will be located and set clear goals for the role they would like community stakeholders to play in the development of the project. With those goals in mind, the project leaders can then determine the best approach to involving the community at various phases, such as planning, designing, creating and celebrating the artwork.

Basic Principles of Community Engagement

Community engagement processes should be organized with the following principles in mind:

- ◆ The best approach depends on the nature of the project and the artist; there is no single approach that is right for every circumstance.
- ◆ The artist will play a key role in how community engagement is organized. The artist should help direct the strategy and the process, which should build on practices that the artist is comfortable with.
- ◆ It is important to manage expectations. Make it clear from the outset what the community's role in the project will be, as well as what the boundaries are.

Integrating Public Engagement into the Development of a Public Art Project

Community engagement can occur throughout a project, from the early stages of setting the goals and identifying an artist, to working with the artist as they develop a concept, to the celebration of a project once it is complete. The following sections outline a step-by-step process that should be considered for each project in Concord.

Developing a Strategy

Every public art project should begin with a specific public engagement plan. This plan should:

- ◆ Identify goals for community engagement,
- ◆ Identify key stakeholders, what would encourage and prevent them from participating, what their role would be (including potential Selection Panel members), and what they would gain from participating,
- ◆ Identify key milestones for community engagement,
- ◆ Identify target audiences and appropriate vehicles for community engagement, and
- ◆ Set expectations for the artist's approach to community engagement.
- ◆ Include a component for assessing the success of the community engagement process.

Articulating Goals

Community engagement goals should take stock of the goals for the project and the impact the artwork will have on the community. These are some common community engagement goals:

- ◆ Support the artist in creating an artwork that conveys the community's vision and voice
- ◆ Support the artist in creating an artwork that fits into the context of its surroundings
- ◆ Inform the content and/or themes of the artwork
- ◆ Empower people in the community through their participation in an art project
- ◆ Strengthen community social networks
- ◆ Provide a platform for community voice
- ◆ Connect people with community resources
- ◆ Obtain buy-in for the larger project that includes the artwork

Identifying Stakeholders

The strategy for each project should consider key stakeholders — people who will have an interest in or who will be affected by the project. Stakeholders can include:

- ◆ Nearby property owners, residents and business owners
- ◆ Other people who customarily use the place where the artwork will be located
- ◆ Organizations that serve the area where the artwork will be located or the groups of people who frequent the location
- ◆ Elected, appointed and volunteer leaders
- ◆ Staff of public agencies with responsibility for the place where the artwork will be located

In identifying stakeholders, it is important to consider whose voice is being overlooked in any particular situation and to make sure people have a path to involvement that is accessible and comfortable to them.

Community Partnerships

Communities often develop public art projects through partnerships with non-profit community groups, such as arts, social service, economic development or religious organizations. These groups can bring outreach capacity and are likely to have experience with the specific community in which the project is being developed.

As in any partnership, it is important to establish the role, responsibilities and deliverables compensation for the community partner, as well as any compensation they will be provided with to support their efforts on the project. In particular, community partners should be resourced equitably for their involvement.

Planning Phase

The early stages of planning an artwork can be undertaken in collaboration with the community where it is located. Consider consulting the community in:

- ◆ Finding a location for the artwork
- ◆ Learning what the community's needs and interests are, such as the role they hope an artwork can play, and the impact they would like it to have in their community
- ◆ Identifying potential stakeholders and participants

Artist Selection Phase

There are a number of factors that must be considered in selecting an artist, including the artist's experience, technical proficiency and availability for the budget at hand. The artist's sensitivity to and connection with the community can be one of them.

The community can play a role in selecting the artist, depending on the artist selection process that is being followed. Community stakeholders should be included in Selection Panels. In addition:

- ◆ If the artist selection is based on qualifications and an interview, consider:
 - ◇ Asking community stakeholders for recommendations about local artists to consider, and
 - ◇ Inviting community members to meet with the short-listed artists.
- ◆ If the artist selection is based on proposals, consider:
 - ◇ Inviting community members to meet with the artists while they are developing their proposals.
 - ◇ Inviting community members to review the proposals and provide comments to the reviewers.
- ◆ If the artist selection involves an artist site visit, consider:
 - ◇ Arranging an opportunity for the artist to meet stakeholders in formal and informal types of situations.

Community members can provide reactions to the potential artists through surveys, comment cards or open-ended conversations. It is not advisable to allow community members to vote on artists or proposals because that empowers only people who are able to vote, and because the final selection will need to be based on a deliberative process with a Selection Panel (which should include community representatives).

DONATIONS, COMMEMORATIVE ARTWORKS & MEMORIALS

Research and Design Phase

The process of researching and designing an artwork, once an artist is hired, can be a collaborative activity that involves people in the community where the artwork is located, or people in organizations related to the topic of the artwork.

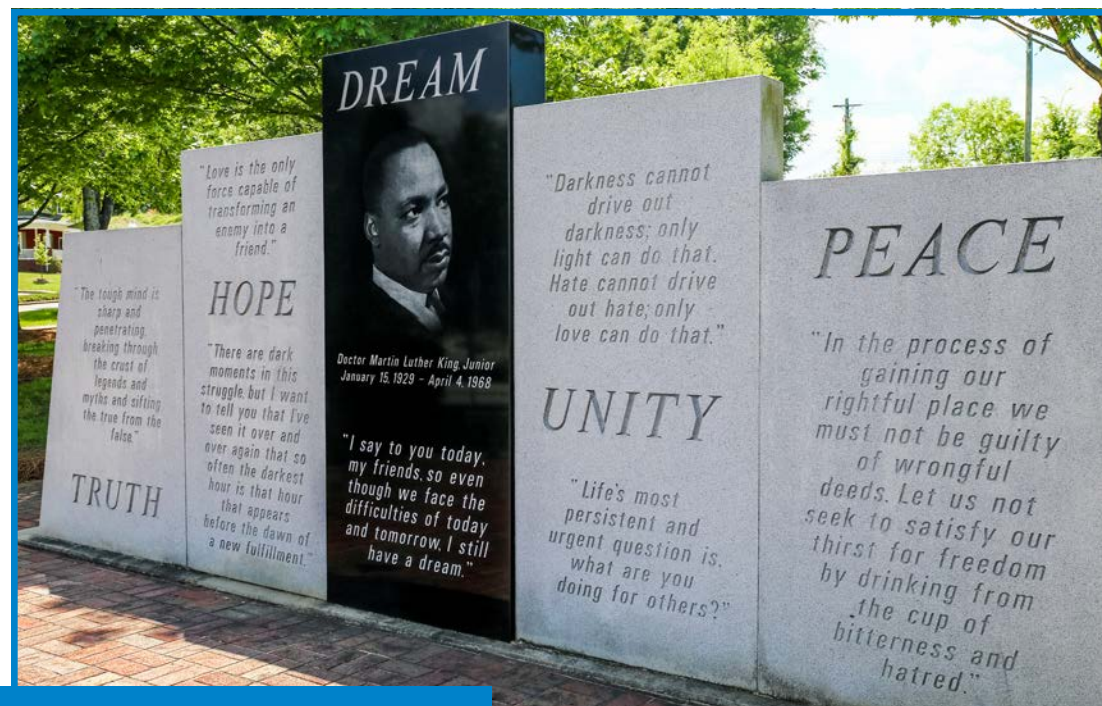
- ◆ Begin the engagement and design phase before any concepts are finalized, potentially even before an artist is selected. Include all stakeholders and concerned individuals. Consider holding one or more community meetings, especially if a large number of people are involved, and make sure to include people who will be impacted by the artworks. The meeting can introduce people to the project and collect preliminary needs about the community's ideas about the goals and potential subject matter.
- ◆ Conduct additional research as necessary. Community members and community organizations, such as historical societies can often provide material that will contribute to the ideas the artist includes in the artwork.
- ◆ Sometimes, artworks are created with community participation in the design. In these situations, the artist's role is to facilitate a collaborative process in which people can contribute ideas that are incorporated into the artwork. There are many different approaches to this, depending on the type of artwork and the artist's working process.

Involving the Community in Creating the Artwork

Depending on the type of artwork, there may be opportunities for involving the community in the creation of the artwork. This is most common with murals, which lend themselves on to hand-on participation. For We Are Concord, an artwork developed by Concord Artist Francene Greene in conjunction with this master plan, community members provided drawings and fabric swatches that were incorporated into an artwork that was exhibited inside City Hall. Interactive artworks can allow for ongoing community input into the operation of the artwork.

Celebration Phase

When the artwork is complete, it is a good idea to plan a celebration for the community. There can be a short ceremony to dedicate the artwork, at which people who played a key role in project can speak. There should also be a celebration with food, music, dancing and other creative activities — whatever seems right!



Martin Luther King, Jr., Memorial.
Courtesy L.J. Weslowski/City of Concord.

It is likely that from time to time there will be individuals or groups that would like to donate public art to Concord, either to help beautify the city or to bring attention to people, events and causes that they think deserve recognition. To manage these opportunities so that the public interest is considered, the City should create standard review processes for accepting or declining donated works of art, commemorative artworks and memorial projects.

Create Applicable Definitions

The City should create definitions for what constitutes a Donation, a Commemorative Artwork and a Memorial. Proposed definitions are included elsewhere in this plan

Create an Approval Process

The City should create a process for reviewing Donations, Commemorative Artworks and Memorials, and certifying that they meet its guidelines for public art. Some of the factors to consider are:

- ◆ Applicants should submit an application to City staff, providing information about the proposed project and the site.
- ◆ City staff, including the department responsible for the site for which the proposal is being made, should review the application to ensure that the application meets all technical requirements, such as how it is integrated into its site.
- ◆ The Public Art Commission should review the application to ensure that it meets the City's definition and criteria for a Donations, Commemorative Artworks or Memorials.
- ◆ Staff and Commission recommendations should be forwarded to City Council.

Create Guidelines

The City should create guidelines necessary for determining what constitutes a Donation, Commemorative Artwork or Memorial. These guidelines should consider:

- ◆ Listing of the types of entities that are eligible to make a Donation to the City and to sponsor a Commemorative Artwork or a Memorial
- ◆ Information that should be required in an application for a Donation, Commemorative Artwork or Memorial
- ◆ Conditions related to siting, maintenance and identification signage
- ◆ Conditions related to the artistic components of a Donation or a Commemorative Artwork (for example, must follow the definition of Public Art)
- ◆ Additional features that can be considered as part of a Memorial (such as landscaping, interpretive information and water features)
- ◆ Conditions related to the subject matter of a Commemorative Artwork or Memorial

The City should also create guidelines necessary for evaluating the artistic integrity of a Donation or a Commemorative Artwork. Some of the key factors to consider are:

- ◆ The creator of a Donation or a Commemorative Artwork should be an Artist, as defined elsewhere in this plan.
- ◆ A Donation or a Commemorative Artwork should have an artistic intent, as determined by the artist.
- ◆ A Donation or a Commemorative Artwork should reflect the same standards of quality that would be applied to an Artwork that the City is commissioning.
- ◆ A Donation, Commemorative Artwork or Memorial should not include logos, text, names or colors reflective of or proprietary to any entity that commissions, funds or provides a location for the project.
- ◆ Donors should be required to provide resources to support the future maintenance of a Donation, Commemorative Artwork or Memorial.

RELOCATING OR REMOVING ARTWORKS

The owner of a work of public art retains the right to relocate that artwork or remove it altogether. However, the relocation or removal of an artwork before the end of its anticipated lifespan should be a rare and unusual measure, and such actions must be undertaken in accordance with the Visual Artists Rights Act (VARA).

If the artwork is owned by the City, then a formal process should be followed. The process should include a careful evaluation of the proposal to relocate or remove the artwork, using pre-established criteria, and a recommendation to an authority responsible for making a decision. A typical process is described below.

Conditions for Relocation

An artwork should be recommended for relocation from its site only if reasonable cause has been established by one or more of the following conditions:

- ◆ The artwork's present condition poses a safety hazard to the public.
- ◆ The physical context or site (building, wall, plaza, landscape) is being modified to the extent that the artwork is no longer viable.
- ◆ The use of this particular location may have changed, and/or the artwork may have lost its contextual meaning.
- ◆ The condition or security of the artwork cannot be reasonably guaranteed in its present location.
- ◆ The artist has requested that the artwork be relocated.
- ◆ In addition, an artwork should be relocated only if a suitable new location has been found.

Additional Conditions for Removal (De-accessioning)

An artwork should be recommended for removal (de-accessioning) only if reasonable cause has been established by one or more of the conditions for relocation, above, or one or more of the conditions listed below:

- ◆ The artwork has been damaged or has deteriorated to the point that it can no longer be represented to be the original artwork;
- ◆ The restoration of the artwork's structural or aesthetic integrity is technically not feasible, or the expense of restoring it exceeds 50 percent of the original cost of the artwork;
- ◆ The physical context or site (building, wall, plaza, landscape) is being modified to the extent that the artwork is no longer viable,
- ◆ The artwork no longer meets the City's vision for public art; or
- ◆ The artwork is proved to be inauthentic or in violation of existing copyright laws.

Procedures for Relocating or De-accessioning an Artwork

Initiating the Process

Any request for relocating or de-accessioning an artwork shall be submitted to the City staff liaison to the Public Art Commission. The process should be coordinated by the City staff liaison or a public art consultant.

Informing Stakeholders

The person coordinating the process should ensure that all necessary stakeholders are aware of the process to relocate or de-accession an artwork by:

- ◆ consulting with the artist about the artist's intentions for the work and, in the case
- ◆ of a de-accessioning, the artist's interest in reclaiming the work,

- ◆ consulting with affected public agencies,
- ◆ consulting the donor of the artwork, if it was a gift, and
- ◆ providing appropriate notification to project stakeholders and the public at large.
- ◆ Feedback from the artist, the donor, stakeholders and the public at large should be collected and documented in a report.

Report and Recommendation

The coordinator of the process will prepare a report that includes:

- ◆ background on the artwork, the artist and how the artwork was obtained by the City;
- ◆ review of any restrictions that may apply to the disposition of the artwork,
- ◆ based on contract review or the condition of the artwork;
- ◆ appraised value of the artwork, if obtainable;
- ◆ feedback from the artist, the donor, stakeholders and the public at large;
- ◆ in the case of the relocation of an artwork, a recommendation for the new location for the artwork or for storing the artwork; and
- ◆ in the case of de-accessioning an artwork, a recommendation for the disposition of the artwork, considering (in order of preference): transfer to the artist; sale or trade; loan or donation to an arts nonprofit; or destruction.

Approval

The coordinator of the process will send the report and recommendations to the Public Art Commission for a recommendation. In the case of a relocation the recommendation would be final. In the case of a de-accession, the recommendation would be made to Council.

Planning for Relocation or Removal

It is common now in the commissioning of new artworks to consider issues of relocation or removal at the outset and recording them in the agreement with the artist and the owner of the artwork.

Artist agreements now commonly specify a time limit for the useful life of an artwork, which might range from several years for a new media work to twenty years for a mural to a much longer time frame for a traditional sculpture. For integrated artwork, a time-limit might relate to the useful life of the infrastructure or the site where the artwork is located.

These conditions are spelled out to the extent possible in order to lessen the surprise of a relocation or removal process, when it occurs, and to make the intentions of the project sponsor and the artist clear from the outset.

Temporary Artworks

Temporary artworks are by definition time-limited, and therefore would not be subjected to a relocation or removal process.

Visual Artists Rights Act (VARA)

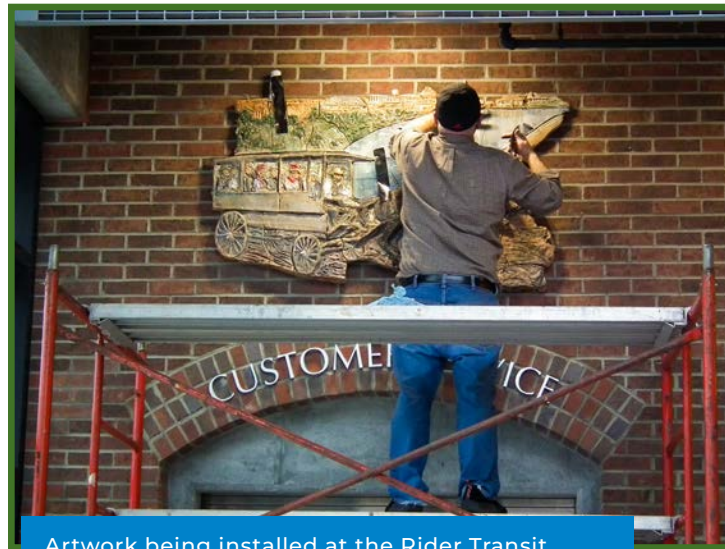
All relocations and de-accessions must be undertaken in conformance with the Visual Artists Rights Act (VARA), which offers the artist a protection of his or her right of integrity and right of attribution.

MAINTENANCE AND CONSERVATION

Concord should consider the following conservation and maintenance protocols, to ensure proper care of public art in the community.

- ◆ Identify conservation needs prior to the fabrication and installation of new works. Require, when necessary, that artists consult with a conservator during the design development phase of the project to identify the conservation needs of the project. Alternately, submit design documents for review by a conservator prior to executing or authorizing the fabrication and installation portion of a contract.
- ◆ Artists should be required, as a condition of their contract, to provide a maintenance guide for their artwork. The maintenance guide should include protocols for routine cleaning of the artwork, including the recommended frequency, cleaning agents and methods. The guide should also include an inventory of, specifications for and sources of materials used in the fabrication of the artwork.
- ◆ Artists should be required to guarantee the artwork against any failures of workmanship for one year, and to assign manufacturers' or fabricators' warranties to the owner of the artwork.
- ◆ Artworks should be cleaned regularly and/ or otherwise maintained by the department responsible for the facility, building or site in which the work of art resides. The department should report any damage or conservation needs to Concord's public art manager, and should not perform any non-routine maintenance unless requested.
- ◆ Concord's public art manager should ensure that there is a periodic conservation assessment of the works in the City's collection and ensure that necessary repairs are completed. The assessment should include budget estimates and prioritization for conservation work. These recommendations should be incorporated into the proposed Annual Work Plan and budget.

- ◆ All maintenance and conservation should be undertaken in a manner appropriate to the medium and characteristics of the artwork, following the protocols established by the artist, and in accordance with VARA.
- ◆ At least three percent of total budget for new commissions should be set aside in a Conservation Endowment.



Artwork being installed at the Rider Transit Center. Courtesy L.J. Weslowski/City of Concord.

EVALUATION

Evaluative processes are increasingly common in public art administration, though the models are diverse and not well-tested. Broadly, one type of evaluation focuses on the processes of developing projects, and another type of evaluation focuses on the impacts of public art on audiences, places and economic development.

Goals for Evaluation

At the broadest level, Concord should ask itself whether the public art projects and programs that it is implementing are helping to achieve the City's vision and goals for public art and whether the City is working in a way that reflects its values for public art, as expressed in the Public Art Plan.

Concord can also focus more specifically on the mechanics of project implementation. This could include consideration of artist scopes of work and contracts, as well as a deeper understanding of how collaborative processes between artists and designers, or artists and communities, can be successful.

Process for Evaluating Concord's Public Art Program

Following are evaluative procedures that Concord can reasonably undertake:

- ◆ Collect evaluative data during the implementation of projects. For example, this can include information about participants in community engagement aspects of the project, such as basic demographic information as well as qualitative information about people's experiences.
- ◆ Conduct evaluations routinely as post-project interviews with people who were involved in a project or a program. Interviews can be informal or through focused research, such as questionnaires.
- ◆ Encourage reflection on its work through critical dialogue, such as interpretive projects and public programming, which can offer diverse perspectives that quantitative methods alone cannot.

- ◆ Finally, Concord should consider an informal evaluation of its program within three to five years. This would include a broader assessment of the policies and procedures put in place with the adoption of this plan, as well as of whether the public art outcomes are meeting the community's and the City's expectations.

Considerations for Evaluation

Even though there has been an increasing reliance on the collection of evaluative data in all walks of life, such as consumer preferences, it is important to recognize the limitations of the type, quantity and context of data that can be collected about public art, and therefore the questions that can be answered with any degree of authority and predictive value. To date, evaluation processes have been most useful when they are organized informally and incrementally, focused on operational questions and result in iterative changes to ongoing practices.

Evaluation processes work best when they are considered at the outset of a project, as when the Individual Project Plan is being created. This is especially important in terms of identifying data that might be collected during the process of the project, as opposed to after the project is completed.

Finally, evaluation processes take time for everyone involved, especially the Public Art Administrator. As with planning, time for evaluation should be incorporated into the administrator's workplan and into the scopes of work for artists.

Appendices



Union Street, Downtown Concord.
Courtesy L.J. Weslowski/City of Concord.

APPENDIX: DEFINITIONS

Annual Public Art Work Plan

The Annual Public Art Work Plan is prepared each year and recommends which new projects the City will initiate, indicating where the projects are located and what the proposed budgets will be. The Work Plan also outlines what conservation and maintenance needs are priorities for funding, and which projects are being carried over from previous years. The Work Plan is prepared by City staff, in collaboration with the Public Art Commission, and submitted to City Council for approval as part of the budget process.

Artist

An individual, or a team of people, who meets one or more of the following criteria:

- ◆ Realizes income through the sale, performance, publication or commission of original works of art;
- ◆ Has previously exhibited, presented, performed or published original works of art in museums, galleries or other recognized art venues and publications;
- ◆ Has formal training or education in a field of art; or
- ◆ Has received awards or other forms of recognition from arts juries, arts grant panels, and similar entities for his/her/their artistic abilities or accomplishments.

Environmental design professionals, such as architects or landscape architects, can be considered artists if they otherwise meet the criteria in this definition.

Artwork

A work that is created under the direction of an artist or artists to be beautiful or express an important idea or feeling, produced in any form or media, of permanent or temporary duration, and existing in a single copy or limited edition.

Commemorative Artwork

An Artwork whose purpose is to commemorate an individual, organization, event or topic.

Concord Development Ordinance (CDO)

The section of Concord's city code that regulates subdivision and land development, including zoning and urban design requirements.

Conservation Endowment

A permanent, dedicated fund that holds money that has been allocated for future conservation of public artworks owned by the City.

De-accession

The formal process used to remove an Artwork that has been commissioned by, acquired by, donated to or is otherwise in possession of the City.

Donation

An Artwork that is given to the City as a gift and accepted through the City's formal donations procedure.

Memorial

A design element other than a Commemorative Artwork whose purpose is to commemorate an individual, organization, event or topic. Examples of memorials include, but are not limited to, plaques, monuments, plazas, gardens, fountains or other civic features.

Mural

A two-dimensional Artwork attached to an interior or exterior wall and created in a variety of permanent or semi-permanent media, such as paint, tile, mosaic or applied vinyl. A Mural reflects the artistic intent of the artist who creates it; any design that includes imagery, text, colors, logos or other features specifically related to any entity that commissions, funds or provides a location for the design shall be considered a sign and not a Mural.

Project Plan

A document that guides the planning and execution of a specific public art project. It sets out the basic framework of the project, such as goals and location; budget and funding; timeline; the artist selection process and community engagement process; a marketing plan; a list of internal and external stakeholders; and protocols for collaboration with other entities.

Public Art

An original site-specific Artwork in any media, existing in a single copy or in a limited edition, produced by an artist or by a team of artists, and conceived and executed with the intention of being staged in the physical public domain, usually outside and accessible to all.

Public Art Commission

A volunteer commission appointed by City Council to provide oversight on the implementation of public art in Concord, with specific roles and responsibilities as outlined in the Public Art Master Plan and subsequent Council resolutions.

Public Art Master Plan

A Council-approved document that sets out the basic foundation for Concord's public art program, including a vision, mission and overall goals; identifies types public art projects and programs that City will consider undertaking; and outlines policies, procedures and guidelines for implementing the public art projects and programs.

Request for Proposals (RFP)

A call to artists that asks for the submission of both an artist's credentials and a conceptual proposal for an artwork, both of which become the basis for selecting an artist.

Request for Qualifications (RFQ)

A call to artists that asks for the submission of an artist's credentials, which is the basis of selecting an artist.

Roster

A pre-qualified pool of artists from which a Selection Panel or the PAC can choose artists for projects.

Selection Panel or Task Force

An ad hoc committee, appointed by the Public Art Commission for the implementation of public art projects, that recommends artist selection and artist concepts to the PAC. In some cases, the PAC may sit as a Selection Panel.

Temporary Public Art

An original, site-specific artwork that is created to be presented for a fixed period of time, from a one-time event to a period of a few years, which is established at the time of the commission or loan. This can include all forms of artwork, including ephemeral and/performance work.

Visual Artists Rights Act (VARA)

A federal law passed in 1990 that protects an artist's moral rights regarding his or her artwork. "Moral rights" means the right to correct attribution and the right of artistic integrity. These rights are separate from ownership of the work itself and from the copyright to the work, which includes the right to reproduce, broadcast, display and/or perform the work in public.

APPENDIX: OPPORTUNITIES TO CONSIDER IN THE CONCORD DEVELOPMENT ORDINANCE (CDO)

POSSIBLE AMENDMENTS TO CDO

Consider the following amendments to the Concord Development Ordinance (CDO), to clarify how public art / artist designs can help developers meet existing code requirements or expectations.

7.8.1 STANDARDS FOR MULTI-FAMILY DEVELOPMENTS, Purpose

Figure 7.8.1: Add a principle about Public Art

7.8.18.D MULTI-FAMILY BUILDING STANDARDS, Materials and Colors

Indicate materials (such as mosaic or tile) that are part of a public art installation

7.8.18.G MULTI-FAMILY BUILDING STANDARDS, Stairways

Indicate public art enhancements as a possible design feature.

7.9.2.A CENTER CITY DESIGN STANDARDS, Pedestrian Spaces, Building Setbacks and Entries

In addition to “art displays,” list public art as an amenity

7.9.2.E CENTER CITY DESIGN STANDARDS, Pedestrian Spaces, Building Setbacks and Entries

Replace term “sculptures” with “public art”

7.9.4.E CENTER CITY DESIGN STANDARDS, General Design Standards

Provide exception for public art features on walls

7.9.4.K CENTER CITY DESIGN STANDARDS, General Design Standards

Provide for public art features on decorative fences

7.9.6.B CENTER CITY DESIGN STANDARDS, Parking Criteria

Provide for public art features on decorative masonry walls

7.9.8.C CENTER CITY DESIGN STANDARDS, Structured Parking Facilities

Provide for public art features as screening for parking garages

7.10.7.C SUPPLEMENTAL DESIGN STANDARDS AND REQUIREMENTS FOR COMMERCIAL DISTRICTS, Termination of Vistas

Provide for public art as possible view termination features

7.10.8.I SUPPLEMENTAL DESIGN STANDARDS AND REQUIREMENTS FOR COMMERCIAL DISTRICTS,

Building and Site Design Standards, Façade Wall Treatment

Include provision of public art features as integral materials

7.10.8.J SUPPLEMENTAL DESIGN STANDARDS AND REQUIREMENTS FOR COMMERCIAL DISTRICTS, Building and Site Design Standards, Façade Wall Treatment

Include provision of public art or specifically murals as a possible design element for walls facing parking garages

9.1.9.F PLANNED UNIT DEVELOPMENT, Design Principles

Add public art to the list of enhanced design elements

9.2.4.C PLANNED RESIDENTIAL DEVELOPMENT, Design Standards, Development Entrances

Note use of word “sculpture,” can we use “public art” to provide consistency?

9.3.14.B MIXED-USE DISTRICT, Design Standards and Guidelines, Block Design Guidelines

Guideline 3: Use “public art” or “art displays” to provide consistency

9.3.14.B MIXED-USE DISTRICT, Design Standards and Guidelines, Block Design Guidelines

Guideline 6: Provide for public art to be a feature to terminate vistas

9.3.14.E MIXED-USE DISTRICT, Design Standards and Guidelines, Building and Streetscape Design

Guideline 2: Allow for setbacks from build-to lines for public art

9.3.14.E MIXED-USE DISTRICT, Design Standards and Guidelines, Building and Streetscape Design

Guideline 4B: Allow public art as a feature integrated into texture and relief

9.3.14.E MIXED-USE DISTRICT, Design Standards and Guidelines, Building and Streetscape Design

Guideline 4F Provide for public art to be a feature on the facade

9.3.14.F MIXED-USE DISTRICT, Design Standards and Guidelines, Required Public Amenities

Guideline 1G: Provide process for involving PAC in review or approval of public art provided as an amenity

9.3.14.O MIXED-USE DISTRICT, Design Standards and Guidelines, Parking Structures and Drives

Standard 1: Parking structure design standards should encourage public art as a design feature that provides compliance

9.4.1.A TRADITIONAL NEIGHBORHOOD DEVELOPMENT, Purpose and Intent

Guideline 4: Add “civic art” to the list of features that reinforce the identity of a neighborhood.

10.5.13 OPEN SPACE DIAGRAM, Tables

Table 2: Allow public art as a feature in all areas except Tot-Lot Playground

DEFINITIONS TO ADD TO CDO

Definitions for the following terms should be added to the CDO, to clarify the implementation of code design requirements. Where definitions also appear in the Public Art Plan, the definitions should be consistent in both documents.

Art Displays

Civic Art

Mural

Public Art

Sculpture

CREATE A PUBLIC ART GUIDE AS A VISUAL SUPPLEMENT

Concord should develop a visual guide that illustrates how public art / artist designs can be incorporated into the design of features described in the CDO. The guide should cross-reference sections of the CDO where the following features are referenced:

Art displays

Bicycle racks

Decorative fences -

Decorative masonry wall

Development entrances

Façade features

Focal point features

Garage Facades

Greenway connections

Murals

Open spaces

Sidewalk street crossings

Streetscape features

Termination of Vistas

APPENDIX: AMERICANS FOR THE ARTS, PUBLIC ART NETWORK BEST PRACTICES FOR PUBLIC ART PROJECTS

These best practices were published in draft form by the Public Art Network in 2016. They are intended to guide public art administrators and practitioners in developing, drafting and implementing public art projects.

1. Administrators should clearly represent the scope and budget of project in calls for artists and communications.
2. Artists should truthfully represent their role and the nature of past work when presenting portfolios.
3. Artists should design to available budgets and propose what they can realistically deliver within budget, requirements, especially during design competitions.
4. Administrators/consultants should not ask artists to appropriate or use designs proposed by other artists in a competition (e.g. cherry pick from among other competitors). Nor should artists use other artists' ideas or concepts proposed during a competition.
5. Any organization or entity commissioning artwork should pay artists for design proposals.
6. Administrators should ensure a legal and fair process for developing projects and selecting artists.
7. All organizations and entities commissioning artwork should consider their process for developing projects using principles in Americans for the Arts Statement on Cultural Equity.
8. As reasonably possible and consistent with existing privacy policies and legal requirements, agencies should protect artists' private information.
9. Arts professionals should be involved in the artist selection process.
10. Administrators/consultants should not receive money from artists being considered or awarded a project.
11. To avoid actual conflict or the appearance of impropriety, real or perceived conflicts of interest should be disclosed, and impacted decision-makers should abstain from involvement in the process.
12. All projects should have a written agreement that includes a clear articulation of: scope of work, budget and schedule.
13. All parties should have time to read and understand agreements prior to signing, and may seek legal and/or business counsel.
14. Agreements should clearly articulate the process by which project changes are approved and any changes should always be made in writing.
15. If substantial redesign of a contracted artwork or an entirely new proposal is requested, due to no fault of the artist, the artist should be compensated. Nor should artists use other artists' ideas or concepts proposed during a competition.
16. A realistic life span for an artwork should be mutually agreed by all parties and written into the agreement.
17. Artists should choose appropriate materials for artwork based on the expected life. Care should be taken when integrating components into the artwork that are not warranted for the minimum warranty period required in the agreement. Attention should be paid to integrated components that may void underlying warranties.
18. Artist warranties should not exceed two years.
19. With regard to manufacturer warranties for integrated components, artists should be required to only pass along those warranties provided by the manufacturer.
20. Where reasonable, obtainable insurance is required by law, municipal policy and/ or in an agreement, administrators should work with artists to assess the true cost of this insurance so that artists can budget. As only licensed professionals can obtain professional liability and/or errors and omission progressive insurance, artists who are not licensed professionals should have this requirement waived. However, agreements may require licensed sub- contractors carry professional liability or errors and omissions insurance.
21. Administrators should not ask artists to take on unreasonable or inappropriate liability.
22. Artists should have agreements with their subcontractors, and include all relevant requirements of the prime contract in the sub-contract agreement.
23. The project payment schedule should meet the cash flow needs of the artwork schedule of deliverables.
24. Artists should retain the copyright to their artwork. However, artists should expect to grant license to the contracting agency or ultimate owner for reasonable use of images of the artwork for publicity, educational, and reasonable promotional purposes upon which the parties agree.
25. Artists and commissioning entities and/ or owners should provide reciprocal credit for their respective roles in commissioned artworks.
26. Maintenance and conservation plans should be discussed and mutually agreed upon and artists should prepare a detailed and feasible maintenance and conservation plan.
27. Commissioning entities and/or owners should have collection management policies in place and notify artists of these policies.
28. If an artwork is damaged, administrators should make a good faith effort to consult the artist about repairs. administrators are not obligated to work with artists to make repairs, but should use best conservation practices.
29. If Visual Artist Rights Act (VARA) rights are waived, agreements should nonetheless provide that, in the event of damage, alteration, or destruction of an artwork that is not remedied to the artist's satisfaction, or relocated without the artist's approval, if the artist believes the artwork no longer represents his/her work, the artist should have the right to remove his/her name from the artwork.

ACKNOWLEDGEMENTS

CONCORD PUBLIC ART ADVISORY COMMITTEE

Members as of December, 2022

Andy Langford, Chair, Concord City Council

Rebecca Collins, Vice Chair, Cabarrus Arts Council

Sarah Gay, ClearWater Art Center & Studios, PAAC Staff Administrator

Tara Bengle, Community Member

Liz Fitzgerald, Cabarrus Arts Council

Paige Grochoske, Concord Downtown Development Corporation

Julia Lawing, Artist

Justin Mueller, Downtown Building Owner

Montana Maurer, Concord Parks and Recreation

Scott Sherrill, Planning and Neighborhood Development

Betty Stocks, Concord City Council

Former Members Who Participated in the Master Plan Process

Johnson Bray, Concord Downtown Development Corporation

Brad Lagano, Concord Downtown Development Corporation

Starla Rogers, Planning and Neighborhood Development

Holly Sloop, Concord Downtown Development Corporation

CONSULTING TEAM

Todd W. Bressi, Public Art • Placemaking • City Design

Amina Cooper, Amewa Fine Arts

Francene Greene, Artist Facilitator

Tara Bengle, Intercept Surveys

Emma Rose Sommer, Research Intern

City of Concord Public Art Commission

By-Laws

1. Establishment

Public Art is any work of art including but not limited to paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, drawings, and ceramics acquired by the City of Concord (“City”) and integrated into the design of, or placed or performed in, on or about a place generally accessible or visible to the general public.

The City of Concord Public Art Commission (“Commission”) is established by the Concord City Council (“Council”) for the purpose of advising the Council and to promote inspiring, creative, and engaging public art throughout the City, enhance the City’s diverse community and reflect the City’s cultural heritage, character, and identity, contribute to economic development and tourism, add warmth, dignity, and beauty to public spaces, expand the appreciation, experience, awareness, and participation of citizens with the arts, encourage cooperation and coordination among individuals, organizations, and institutions concerned with the arts, and facilitate the development of self-sustaining arts programs.

2. Duties and Powers of Concord City Council, Public Art Commission, and City Staff Related to Public Art

The Commission is responsible for guiding the City to enact the Master Plan for Public Art adopted by the Council, along with future revisions and additions to the Master Plan. Based on the Master Plan, the Commission will present an Annual Work Plan (“Annual Work Plan”) for consideration and approval of the Council at the annual planning session or at such other time as determined by the City Manager. The Annual Work Plan shall consist of a report of artwork completed, obtained, or commenced in the previous year, a general description of the art projects proposed for the upcoming year, and a proposed budget for the projects along with any other considerations recommended by the Commission.

Based on the approved Annual Work Plan, the Commission has authority to approve project plans, artist selections, solicit and accept gifts of art on behalf of the City, encourage privately funded public art projects on private property, serve as a clearinghouse for information about artists, art programs, facilities, organizations, and institutions, and promote local artists.

3. Membership and Staffing

The Commission shall consist of not more than 15 members to include 11 voting members appointed by the City Council, and up to four nonvoting members of City staff appointed by the City Manager. All voting members shall be residents of the City and should exhibit some interest and/or expertise in the arts. One member shall be appointed from each of the seven Council districts. Three members shall be appointed from the City at-large. One standing member shall be the Cabarrus Arts Council Executive Director or designee. The Commission should reflect the diversity of the City's population.

Up to four ex officio, nonvoting members may be appointed by the City Manager from the city staff to include a designated Public Art Liaison Staff person ("Liaison"). The Liaison will coordinate projects with other City staff and stakeholders and assist the Commission with the Implementation Plan to include drafting of specifications, procedures, standard forms, guidelines, project management, and conservation and maintenance of public art.

All voting commissioners shall serve at the sole discretion of the Council and may be removed and/or replaced by the Council.

In order to create a rotating membership, Council shall appoint three (3) commissioners with an initial term of one (1) year; (3) commissioners with an initial term of two (2) years and four (4) commissioners with an initial term of three (3) years. Subsequent terms of rotating members shall be three (3) years. Any commissioner may be reappointed for a second consecutive term. After two consecutive terms, a commissioner shall be ineligible for reappointment until one calendar year has elapsed from the date of termination of the second term.

As needed, the Commission may appoint a "task force" or project committee for a project. This task force may include Commission members, representatives of the community and other stakeholders affected by the project, and people from the arts and design fields. Such a task force shall be advisory to the Commission.

No voting commissioner shall be compensated for the work of the Commission. Any commissioner wishing to submit a Project Plan or otherwise perform artistic or other work on a Project Plan shall be recused from any and all votes related to that Project Plan.

4. Meetings

At the first meeting of the Fiscal Year (July), the Commissioners shall elect one of its voting members as Chair and one of its voting members as Vice-Chair. In the absence of both, the Commission by majority vote shall elect a temporary Chair to conduct any meeting.

The Commission shall establish a regular meeting schedule. A copy of the meeting schedule shall be filed with the city clerk and published on the City's website.

Special meetings may be requested by City Council, the Chair of the Commission, a majority of the members of the Commission, or the Liaison. Special meetings shall be advertised and held in accordance with the North Carolina General Statutes.

All meetings are open to the public and all records are open to the public.

5. Quorum.

Six members of the Commission shall constitute a quorum. No meeting of the Commission may be called to order, nor may any business be transacted without a quorum. Any Commissioner who withdraws from a meeting without being excused by the Commission shall be counted as present for the purposes of determining the existence of a quorum.

6. Voting.

All Commission actions shall require the concurring vote of a simple majority of the voting Commission members present. A failure to vote by a member who is physically present, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote.

The Chair is a voting member and considered for purposes of establishing a quorum.

7. Agenda.

Any member may request to place an item on the agenda. All member-requested agenda items shall be submitted to the Liaison and Commission Chair a minimum of two weeks prior to the regular meeting. The Liaison and Chair will prepare the agenda for every meeting.

Members adopt the agenda at the meeting after the Chair gives opportunity to suggest amendments.

8. Funding

Funding may include an annual allocation of funds in the City budget and/or a percentage of the budget of major new capital projects with the potential for public art related to those projects.

9. Recording Secretary

A nonvoting member of the Commission shall be appointed recording secretary by the City Manager.

Minutes shall be recorded and shall show attendance, deliberations, the vote of each member of the Commission and any other official actions.

The recording secretary shall maintain all records of the Commission.

10. Outline of Procedures for Public Art Plans:

The following provides an overview of how different kinds of public art projects may be implemented.

A. Individual Public Art Plans

Each project approved in the Annual Work Plan, shall have a specific Project Plan to guide the planning and execution of that specific public art project.

Each individual Project Plan shall set out the basic framework of the project and shall include as necessary and appropriate: goals and location; budget and funding; timeline; the artist selection process, and community engagement process; a marketing plan; a list of internal and external stakeholders; installation plans and permitting processes; and protocols for collaboration with other entities.

Project Plans are developed by the Liaison and other staff as needed, in collaboration with the Commission, and approved by the Commission. All Project Plans shall comply with all local ordinances and regulations, including but not limited to the City of Concord Code of Ordinances, the Historic Preservation Handbook, and the Concord Development Ordinance.

The Commission may delegate its role in developing the Project Plan to an advisory task force or committee made up of Commissioners and City staff as dictated by the specific project. All recommendations of any such task force or committee shall be reported to and approved by the Commission prior to implementation.

The final Project Plan shall be reported to the City Council as an information item.

Artist Contracts should follow, as closely as practicable, the standard Americans for the Arts contract, with the scope and responsibilities modified for the specific circumstances of the project. Contract approval shall follow the standard City approval process.

B. Art Commissioned by the City to be Placed on City Property:

Based on the recommendations of the Liaison or other City staff, the Commission shall propose site, project, concept, selection of artist, and feasibility.

All artwork acquired shall be acquired in the name of the City and title shall vest in the City.

No public art may be acquired, loaned, or installed, nor shall existing public art be deaccessioned or removed from public places without prior review by the Commission and approval by the City Council.

C. Art Proposed to be Placed on City Property:

Private sponsors (“Sponsors”) may propose art to be placed on City property, permanently or temporarily, by presenting a Project Plan to the Commission. If approved by the Commission and included in the Annual Work Plan, Sponsor shall enter a contract setting forth the specific details of the project including appropriate insurance coverage, details of conservation and maintenance responsibilities, and any additional necessary terms and conditions.

11. Designated Sites and Government Fora.

The Commission may pre-designate one or more sites around the City for temporary displays, including sites that are designated as potential locations for permanent artworks, such as the downtown, gateways, fire stations, greenways and parks. All such designations are subject to City Council approval.

The Commission may, but shall not be required to provide basic infrastructure, such as sculpture pads, at those sites, provided funding is available.

All such designated sites shall constitute a government forum for the purpose of the art placed therein, and all art placed therein shall constitute government speech. Nothing in these bylaws and no action of the Commission shall be deemed or construed to create a limited public forum or a public forum for the purpose of placing art on, in, or about any such designated site.

RESOLUTION RELEASING SEWER RIGHT OF WAY

WHEREAS, a sewer right-of-way was granted in Deed Book 625 Page 655 recorded in the Cabarrus County Registry to the City of Concord for sanitary sewer; and

WHEREAS, as a result of development on the property which results in the right-of-way for the sewer no longer needed, the developer request that said right-of-way be abandoned; and

WHEREAS, the release of the right-of-way 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 the 10' sewer right-of-way recorded in Deed Book 625 Page 655 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 right-of-way 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 12th day of January 2023.

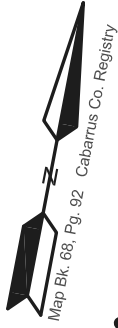
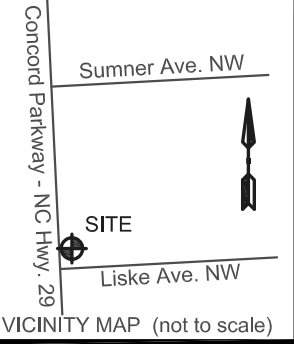
CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor

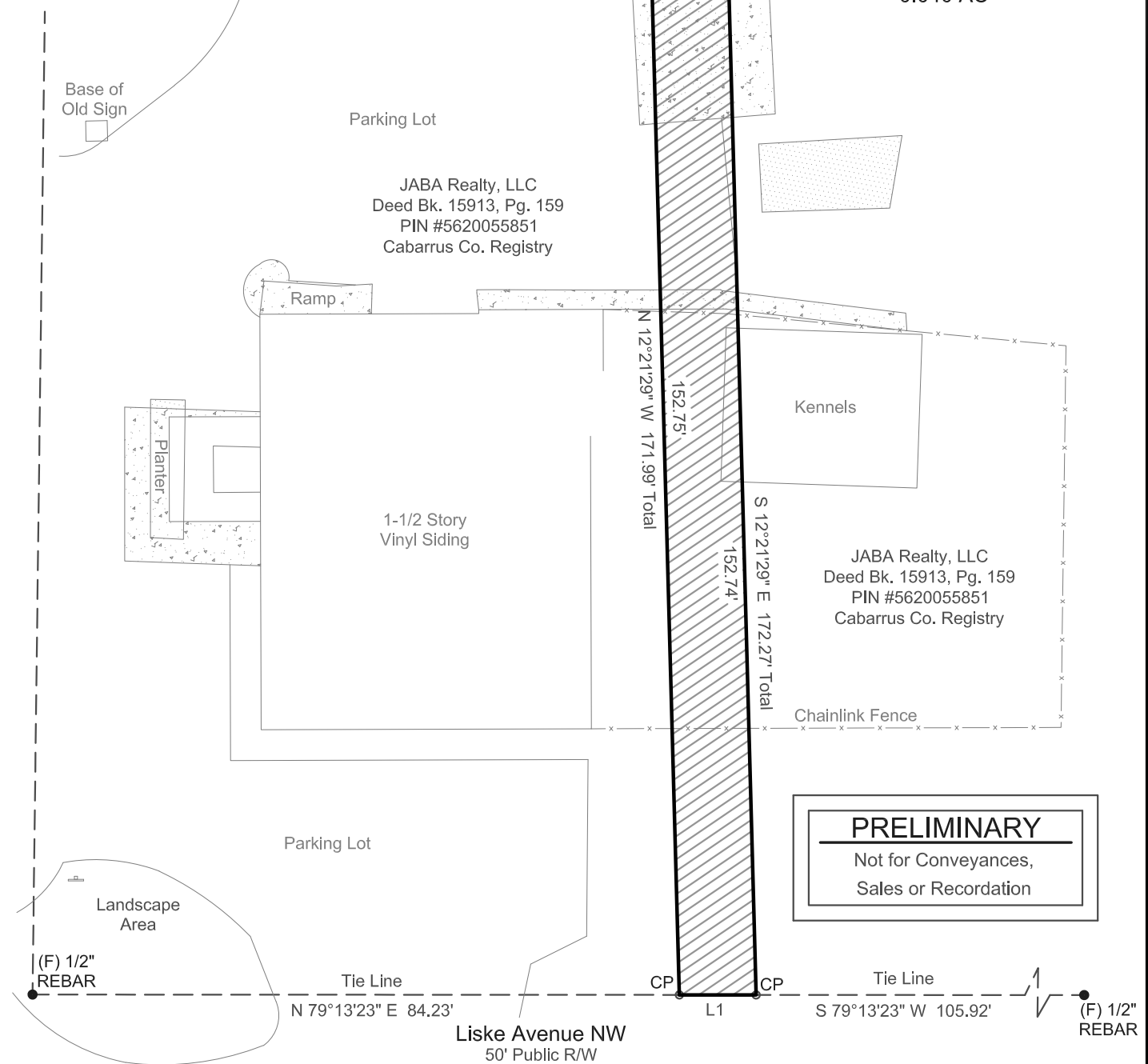
SEWER EASEMENT ABANDONMENT MAP



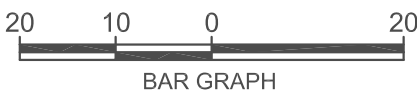
JABA Realty, LLC
Deed Bk. 15913, Pg. 159
PIN #5620055930
Cabarrus Co. Registry

Line	Bearing	Distance
L1	S 79°13'23" W	10.00'
L2	N 77°38'31" E	10.00'

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - CP - CALCULATED POINT
 - a/s - AS SHOWN
 - ABANDONED AREA



PRELIMINARY
Not for Conveyances,
Sales or Recordation



- NOTES:**
- * Deed Reference - Deed Bk. 625 Pg. 655 City of Concord
Dated May 27, 1987 Recorded in Cabarrus Co. Registry
 - * Map Reference - #340 Concord Parkway Dated March 26, 2015
Map Bk. 68 Pg. 92 Recorded in Cabarrus Co. Registry
Performed by Hugh E. White, Jr., PLS
 - * Property subject to recorded and unrecorded right of ways, 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 625, page 655, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 7th day of November, A.D., 2022.

R. Scott Dyer, PLS #4444



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

DRAWN BY: S. Kimrey	NLS NO.: 20029
DATE: November 7, 2022	SCALE: 1" = 20'

City of Concord
Sewer Abandonment

City of Concord Cabarrus County, NC

LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY THE NCLM BOARD OF DIRECTORS

The following goal statements are grouped by subject area but NOT listed in any priority order.

- Expand federal and state resources for affordable housing.
 - Housing affordability is a growing problem across North Carolina, affecting cities and towns of all sizes and people across different income levels.
 - Increasingly, the lack of affordable housing acts as a major impediment to business and workforce recruitment.
 - Ongoing state and federal revenue streams to address housing affordability are extremely limited, with much of the burden for solutions left with cities and towns

- Revitalize vacant and abandoned properties with enhanced legal tools and funding.
 - Abandoned and vacant properties, often the subject of so-called tangled titles, can affect the ability of communities to revitalize areas and improve economic conditions.
 - The abandoned properties, with enhanced legal tools to help heirs clear up title issues and sell properties at market rates, could help address local housing needs.
 - Many towns do not have the funding to adequately address abandoned properties.

-

- Create an adequate and permanent funding stream for local infrastructure.
 - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
 - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
 - Creating more permanent funding streams for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.

- Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships.
 - Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.
 - Municipalities own existing infrastructure – including dark fiber, towers and electric poles – that could be utilized in innovative partnerships and assist in making broadband service more affordable.
 - Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.

- Extend deadlines for completion of federal infrastructure projects.
 - Current deadlines for the allocation and expenditure of American Rescue Plan Act funding may make more complex infrastructure projects unrealistic.
 - High inflation and worker shortages are leading to higher project costs; extending ARPA and other funding deadlines will spread projects out and may help lower costs.
 - Cities and towns require flexible deadlines to get the best bang for their buck out of this funding.

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- Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.
 - Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.
 - In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.
 - More investment is needed for these roads if existing residents are to embrace business and residential growth.

- Support integrated and multi-modal transportation solutions.
 - Today, cities and towns seek to make downtowns and other areas accessible to residents and visitors, whether traveling by foot, bike, car, mass transit and other means.
 - Making areas accessible in this manner requires integrated planning and funding with the state.
 - Only through recognizing the need for multi-modal transportation solutions can cities and towns maximize tourism and other economic opportunities, ensuring that local businesses thrive.

- Increase state funding for public transportation operations.
 - Road construction is not keeping pace with transportation needs in any many areas, and public transportation provides a means to reduce the burden of building roads.
 - Investment in public transportation can improve traffic safety, air quality and residents' accessibility to businesses and public services.
 - One of the biggest impediments to economic growth is traffic and commuting times, which can be alleviated through public transportation options.

-

- Expand incentives and funding for local economic development.
 - Funding is simply inadequate in many cities and towns to encourage job growth.
 - State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.
 - Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.

- Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.
 - A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.
 - These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
 - While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.

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- Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.
 - Municipalities across the state are facing law enforcement staffing shortages, in many cases severe shortages.
 - State training resources are limited, and the cost of local law enforcement agencies to send recruits and existing officers to NC Justice Academy locations can be prohibitive.
 - Grant writing assistance is one of several options that might provide better access to the large volume of federal law enforcement grant funding that is available.
- Provide state assistance for yearly financial audits, ensuring that an adequate number of auditors is available.
 - Several dozen local governments have been placed on the state Unit Assistance List due to late audits.
 - Often these audits are late due to staffing shortages, changes in financial personnel and a growing shortage of private auditors willing to perform this work.
 - Addressing this challenge would lessen negative portrayals of local government financial controls.

- Revise state contracting laws to better protect public entities from the effects of inflation.
 - Labor and materials costs have been rising at a rapid rate, leaving municipalities with few options when project bids and costs exceed expectations.
 - Additional flexibility regarding the contracting process could assist municipalities in protecting taxpayers from inflation and escalating costs.
 - Without contracting law flexibility, projects can be delayed and costs can further increase.

 - Update annexation petition thresholds to make voluntary annexations easier to initiate.
 - Voluntary annexation by petition currently requires 100 percent consent from all property owners, a threshold that can be impossible to meet even if a majority of property owners can benefit by utilizing their property for business or residential purposes.
 - Lowering the threshold from 100 percent represents a middle ground that would still reflect the will of property owners but not handicap communities' ability to economically thrive.
 - The ability of a city or town to grow and reflect its urban footprint is vital to its financial health; city services are relied on by residents whether they live in or near municipal boundaries.

 - Provide authority to municipal water systems to recoup costs of clean-up from polluters.
 - Local municipal water systems are increasingly being looked to for the clean-up of PFAS and other “forever” chemicals found in surface waters.
 - State regulators plan to set surface water standards for these chemicals and propose Maximum Contaminant Levels for PFAS chemicals in drinking water.
 - To date, cities' only recourse to try to recoup the cost for utility ratepayers is through the courts.

 - Provide local revenue options beyond property tax.
 - Roughly 40 percent of municipal general fund revenue is generated by local property taxes.
 - Cities have little to no authority to raise significant revenue in other ways.
 - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.
-

OFFICIAL TRAVEL

Travel by a Board member on official business for the City of Concord ABC Board must be approved by two other members of the Board. Travel by the General Manager on official ABC business must be approved by the Chairman. The General Manager may approve travel for staff who are required to travel on official business.

Transportation expenses for the use of private vehicles on official business shall be reimbursed based on the commonly traveled route consistent with the authorized purpose of the trip. The mileage rate used for reimbursement is determined by the IRS's standard mileage rate currently in effect.

Rental cars may be used by employees authorized for official travel if it will result in lesser expense or in a substantial savings in time and the use of a rental car is approved in advance. Advance reservations should be made whenever possible and a compact or economy model requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. A receipt must be provided for the reimbursement of expenses for rental cars.

Incidental travel expenses such as parking fees, tolls, and baggage handling tips are reimbursable at actual cost.

Transportation tickets for common carriers will be fully reimbursed to travelers (including taxes and any other fees) if they are procured in advance to obtain any discounts offered by the carrier. Coach class or any discounted class airfare must be used in the interest of economy. If an employee wishes to upgrade common carrier accommodations for personal reason, reimbursement will be limited to the lowest published fare for the date of travel. A receipt for common carrier fares must be provided.

Conference registration fees and related meal fees will be fully reimbursed. A receipt for these expenses must be provided.

Meal allowance shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed by the Internal Revenue Service (IRS) and receipts are not required. The IRS rates include an amount for tips. As a result, tips will not be reimbursed separately. ABC will not reimburse any purchases for alcohol or alcoholic beverages. Claims for meals related to single-day travel will only be reimbursed when the employee travels outside of Cabarrus County. Detailed receipts for eligible meals must be submitted. Meal, including tips, will be reimbursed up the maximum allowable per-diem rate for the location to which the employee traveled.

Meals included with conference registration: If the travel related event's registration fee includes a meal, the board will reimburse the full cost for registration, inclusive of the meal. The Board will not cover the expense of personal choices, including when an employee opts to skip a meal that is included in registration and decides to purchase that meal elsewhere. If registration does not include the meal and the employee is required to self-pay for a meal provided during the meeting (same location), it is reimbursable.

On travel days, an employee may not be eligible for reimbursement for all meals. Please use the meal chart that follows. For verification purposes, the employee must list the time of departure and arrival. The time of departure will be based on the conference adjournment, including the miles between the

conference site and the employee's home address. The employee is expected to return immediately after the completion of the event.

Departure/Return Time Based on the time employee Leaves/Arrives Home/Work	Departure Day	Return Day
Before 7:00 AM	All three meals on travel day	No meals on travel day
Before 11:00 AM	Lunch & dinner on travel day	Breakfast on travel day
Before 5:00 PM	Dinner	Breakfast and lunch
After 7:00 PM	No meals	All three meals

Hotel/motel expenses are reimbursable at actual cost (including taxes and any mandatory fees), and must be substantiated by a receipt. If an individual, by choice, stays at a hotel/motel other than the conference site, allowable room expenses shall not exceed the costs at the conference site. Any charges incurred by a spouse or other person(s) traveling with the employee on official travel are not reimbursable.

Telephone calls pertaining to official Concord ABC business are reimbursable. Other fees incurred for official business are fully reimbursable with a receipt.

Travelers with physical disabilities who must use specially equipped or modified vehicles or facilities may claim reimbursement for the expenses incurred by them. The traveler must certify in a statement submitted with the Travel Expense Voucher that he/she incurred higher operating costs. The actual fixed and variable cost must be specified in the statement.

Upon completion of official travel, expense claims must be submitted promptly by the traveler within 15 days.

Travel in excess of established policy must receive prior approval by the appointing authority (City of Concord). If approval is granted it must be documented and attached to the actual travel receipt.

This policy has been adopted by the City of Concord ABC Board and conforms to the City of Concord Travel Policy.

This is the 14th day of December, 2022

Scott Padgett - ABC - Chair
 Scott Padgett, Concord ABC Chairman



MEMORADUM

DATE: Friday, December 16, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Dollar Tree Union Street S PH Site MP Site
 PROJECT NUMBER: 2019-022
 DEVELOPER: DT Retail Properties
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, January 12, 2023
 ONE-YEAR WARRANTY DATE: Thursday, January 11, 2024

Water Infrastructure	Quantity
6-inch in LF	32.00
6-inch Valves	1
Hydrants	1



MEMORADUM

DATE: Tuesday, November 29, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Red Hill Subdivision
 PROJECT NUMBER: 2021-024
 DEVELOPER: Niblock Homes, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 24-48, 87-90
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 12, 2023
 ONE-YEAR WARRANTY DATE: Friday, January 12, 2024

Water Infrastructure	Quantity
6-inch in LF	1808.00
6-inch Valves	5
2-inch in LF	362.00
2-inch Valves	2
Hydrants	3

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1763.00
Manholes as EA	8



MEMORADUM

DATE: Thursday, December 08, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Spring Meadow Subdivision PH 2A MP 1
 PROJECT NUMBER: 2019-032
 DEVELOPER: Pulte Home Company, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 21-32, 37-42, and 83-90
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 12, 2023
 ONE-YEAR WARRANTY DATE: Friday, January 12, 2024

Water Infrastructure	Quantity
8-inch in LF	1314.00
8-inch Valves	4
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1077.00
Manholes as EA	6

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2022, by M/I Homes of Charlotte, LLC, a Delaware limited liability company, whose principal address is 4131 Worth Avenue, Suite 500, Columbus, OH 43219 (hereinafter referred to as “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

W I T N E S S E T H:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 2850 Rock Hill Church Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-65-7205 (the “Property”). It being the land conveyed to Grantor by deed recorded in Book 15057 and Page 166 in the Office of the Register of Deeds for Cabarrus County; and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCM”), (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 Measure; 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 the full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM Maintenance and Access Easement, Piper Landing Subdivision Phase 2 Map 1 Property of M/I Homes of Charlotte LLC" (Sheet 1 of 3, Sheet 2 of 3 and Sheet 3 of 3)" and labeled on Sheet 2 of 3 "SCM Access Easement and Maintenance Easement 2.35 AC."** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM 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 SCM as shown on the attached **Exhibit "A" titled "SCM Maintenance and Access Easement, Piper Landing Subdivision Property of M/I Homes of Charlotte, LLC" (Sheet 1 of 3, Sheet 2 of 3 and Sheet 3 of 3)" and labeled on Sheet 1 of 3 and Sheet 2 of 3 "SCM Access Easement and Maintenance Easement 2.35 AC." and labeled on Sheet 1 of 3 "Variable Width SCM Access Easement 0.13 AC." to "Future R/W Kitfox Drive NW 50' Public R/W"**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, 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 Wet Detention Basin Inspection and Maintenance Plan 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 SCM and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM 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 SCM, 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 SCM and all components and structures related to the SCM 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 Plan describes the specific actions needed to maintain the SCM.

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

M/I Homes of Charlotte, LLC, a Delaware limited liability company

By: [Signature]
Name: George Schulmeyer
Title: Area President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Rebecca Monteith, a Notary Public of the aforesaid County and State, do hereby certify that George Schulmeyer personally appeared before me this day and acknowledged that he/she is the Area President of M/I Homes of Charlotte, LLC, a Delaware limited liability company, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 21st day of December, 2022



[Signature]
Notary Public
My commission expires: January 16, 2025

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 MEASURE (SCM), 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: _____

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2022, by Mini Storage Depot on Concord Pkwy, LLC, a North Carolina limited liability company whose principal address is 3900 Edison Lakes Parkway, Suite 201, Mishawaka, IN 46545 (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 MEASURE (SCM), 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: 4295 Concord Parkway South, Concord, NC, Cabarrus County Property Identification Number (PIN): 5509-20-3633. Being the land being conveyed to Grantor by deed recorded in Book and Page 15224/187 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 an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (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 Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easement 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 of: 4295 Concord Pkwy S” and labeled “SCM Easement 29.703 SQFT 0.682 Acres”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (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 Measure or SCM, which include (i) the SCM 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 SCM across that portion of the Property shown on the attached **Exhibit “A” titled “Easement Survey of: 4295 Concord Pkwy S” and labeled “SCM Access/Utility Easement 22.011 SQFT 0.505 Acres”**, 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 SCM, 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 Plan 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 SCM and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor's N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM 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 SCM, 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 SCM and all components and structures related to the SCM 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 Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property; transferee's mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor 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 SCM, 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 Easement, 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 Easement 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 Measure (SCM), 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 Measure (SCM), Access Easement and Maintenance Agreement dated _____, 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 EASEMENT AND ACCEPTED THE SCM ACCESS EASEMENT 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:

Mini Storage Depot on Concord Pkwy, LLC,
a North Carolina limited liability company

By: Lance A Swank, Manager

St Joseph
CABARRUS COUNTY
STATE OF NORTH CAROLINA Indiana

I, Breca L Nunemaker, a Notary Public of the aforesaid County and State, do hereby certify that Lance Swank personally appeared before me this day and acknowledged that he/she is the Manager/Member of Mini Storage Depot on Concord Pkwy, LLC, a North Carolina limited liability company and that he/she as manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 30 day of November, 2022.



Breca L Nunemaker
Notary Public
My commission expires: 4/21/2023

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 MEASURE (SCM), 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: _____

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2022, by EC Emery, LLC, a Delaware limited liability company as to a 48.86% tenancy in common interest, whose principal address is 32 Cross Street, Suite 204, Lakewood, New Jersey 08701 and EC Emery II, LLC, a Delaware limited liability company as to a 51.14% tenancy in common interest, whose principal address is 32 Cross Street, Suite 204, Lakewood, New Jersey 08701 (hereinafter “Grantors”), 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 MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____.

WHEREAS, Grantors are the owners in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 150 Emery Ave. NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5611-89-3995. Being the land conveyed to Grantors by deed recorded in Book and Page 16174/45 and Scrivener’s Affidavit recorded in Book and Page 16193/179, both in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantors desire 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 an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii)

Grantors' dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantors of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easement 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, Grantors have 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 Grantors may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby dedicate, bargain, grant and convey 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 "A Final Plat Showing Emery Village Apartments" and labeled "SCM Access and Maintenance Easement"**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantors shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM 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 SCM across that portion of the Property shown on the attached **Exhibit "A" titled "A Final Plat Showing Emery Village Apartments" and labeled "SCM Access and Maintenance Easement"**, 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 SCM, 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 Grantors' 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 Grantors 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 Plan attached as **Exhibit "B"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entirety below. Grantors agree 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 Grantors agree to abide by said provisions. Grantors further agree that Grantors shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantors as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantors’ N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM 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 Grantors on the written schedule provided to Grantors in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantors’ N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance required to keep the SCM and all components and structures related to the SCM 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.

Grantors and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantors represent and warrant that Grantors are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantors agree to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantors and any subsequent transferee of Grantors 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. Grantors and any subsequent transferee of Grantors 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 Grantors to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantors are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantors fail 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 Grantors are responsible for and recover the costs thereof from Grantors.

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 SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantors default in its obligations and to recover from Grantors 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. Grantors shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantors to Grantee.

7. Grantors shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, 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 Easement and this Agreement by a prior failure to act.

9. Grantors 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 Measure (SCM), 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 Grantors in any subsequent deed or other legal instrument by which Grantors 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 Measure (SCM), Access Easement and Maintenance Agreement dated _____, 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 Grantors 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 Grantors do covenant that Grantors are 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 Grantors 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 Grantors and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantors and shall continue as a servitude running in perpetuity with the above-described land.

EC Emery II, LLC, a Delaware limited liability company

By: [Signature]
Name: David Roberts
Title: Authorized Signatory

STATE OF NJ
COUNTY OF Ocean

I, Yeshaya Steinberg, a Notary Public of the aforesaid County and State, do hereby certify that David Roberts personally appeared before me this day and acknowledged that he/she is the Manager/Member of EC Emery II, LLC, a Delaware limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 14 day of Dec, 2022.

[Signature]
Notary Public
My commission expires: _____



THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENT AND ACCEPTED THE SCM ACCESS EASEMENT 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.

GRANTORS:

EC Emery, LLC, a Delaware limited liability company

By: [Signature]
Name: David Roberts
Title: Authorized Signatory

STATE OF NJ
COUNTY OF Ocean

I, Yeshaya Steinberg, a Notary Public of the aforesaid County and State, do hereby certify that David Roberts personally appeared before me this day and acknowledged that he/she is the Manager/Member of EC Emery, LLC, a Delaware limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 14 day of Dec., 2022.

YESHAYA B. STEINBERG
Notary Public, State of New Jersey
Commission # 50141163
My Commission Expires 10/20/2025

[Signature]
Notary Public
My commission expires: _____

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 MEASURE (SCM), 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: _____

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2022, by M/I Homes of Charlotte, LLC, a Delaware limited liability company, whose principal address is 4131 Worth Avenue, Suite 500, Columbus, OH 43219 (hereinafter referred to as “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: 345 Odell School Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4681-82-0317 “(the “Property”). It being the land conveyed to Grantor by deed recorded in Book 15295 and Page 1 in the Office of the Register of Deeds for Cabarrus County; and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely 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 "SCM Maintenance & Access Easement, Annsborough Park Phase 1B Subdivision Property of M/I Homes of Charlotte LLC" (Sheet 1 of 4, Sheet 2 of 4, Sheet 3 of 4 and Sheet 4 of 4) and labeled "Stormwater Pond #2" "SCM Access Easement and Maintenance Easement #2 1.296 AC. (Not Including Access Area)" (Sheet 1 of 4) and "Stormwater Pond #1" "SCM Access Easement and Maintenance Easement #1 1.492 AC. (Not Including Access Area)" (Sheet 3 of 4)**, 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 "SCM Maintenance & Access Easement, Annsborough Park Phase 1B Subdivision Property of M/I Homes of Charlotte LLC" (Sheet 1 of 4, Sheet 2 of 4, Sheet 3 of 4 and Sheet 4 of 4) and labeled "Stormwater Pond #2" "SCM Access Easement and Maintenance Easement #2 1.296 AC. (Not Including Access Area)" (Sheet 1 of 4), "Variable Width SCM Access Easement 1.785 AC. (Not Including SCM & Maintenance Area)" (Sheet 1 of 4 and Sheet 2 of 4), "Stormwater Pond #1" "SCM Access Easement and Maintenance Easement #1 1.492 AC. (Not Including Access Area)" (Sheet 3 of 4), and "Variable Width SCM Access Easement 0.948 AC. (Not Including SCM & Maintenance Area)" (Sheet 3 of 4)**, 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 Wet Detention Basin 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 Wet Detention Basin Inspection and Maintenance Plans.

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated _____, 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 _____, 2021 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR:

M/I Homes of Charlotte, LLC, a Delaware limited liability company

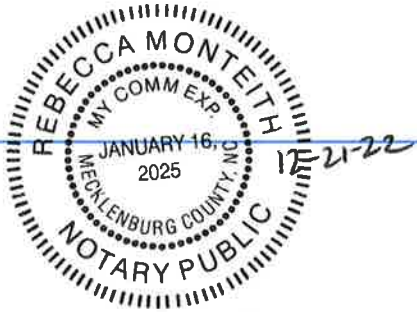
By: *George Schulmeyer*
Name: George Schulmeyer
Title: Area President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Rebecca Monteith, a Notary Public of the aforesaid County and State, do hereby certify that George Schulmeyer personally appeared before me this day and acknowledged that he/she is the Area President of M/I Homes of Charlotte, LLC, a Delaware limited liability company, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 21st day of December, 2022

Rebecca Monteith
Notary Public
My commission expires: January 16, 2025



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: _____

ORD.

CAPITAL PROJECT ORDINANCE AMENDMENT
Stormwater Projects

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

SECTION 1. The projects authorized and amended are Brookwood Ave Improvements and Mall North Culvert.

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

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
Total				0

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
7103-5811290	Brookwood Ave Imprv	480,000	0	(480,000)
7103-5811291	Mall North Culvert	652,500	1,000,000	347,500
7103-5811082	Future Projects	2,073,175	2,205,675	132,500
Total				0

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of January, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolcznski, City Attorney

RESOLUTION

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

Section 1. All pooling financial institutions (list attached), the *Financial Institutions*, are designated as a depository for the funds of the City, *the Corporation*, and to provide other financial accommodations indicated in this resolution.

Section 2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Corporation and certified to the Financial Institution as governing the operation of this Corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

Section 3. The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

Section 4. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of the resolution are hereby ratified, approved and confirmed.

Section 5. The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

Section 6. The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

Section 7. The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Section 8. Corporation Agents.

NAME
Jessica Jones
Kristin Roe
Madison Forte

TITLE
Finance Director
Deputy Finance Director
Accounting Operations Manager

Section 9. This resolution shall be effective as of adopted date.

Adopted this 12th day of January, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

BANKS UNDER THE POOLING METHOD AS OF 12/14/2022

NAME OF BANK	CORPORATE OFFICE
AMERICAN NATIONAL BANK & TRUST	DANVILLE, VA
ATLANTIC UNION BANK	RICHMOND, VA
BANK OF AMERICA, N.A.	CHARLOTTE
BANK OF TENNESSEE	KINGSPORT, TN
BANK OZK	LITTLE ROCK, AR
BENCHMARK COMMUNITY BANK	KENBRIDGE, VA
BLUEHARBOR BANK	MOORESVILLE
CARTER BANK AND TRUST	MARTINSVILLE, VA
CHASE BANK	COLUMBUS, OH
COASTAL BANK & TRUST	JACKSONVILLE
COMMUNITY FIRST BANK	WALHALLA, SC
DOGWOOD STATE BANK	RALEIGH
F & M BANK (FARMERS & MERCHANTS BANK)	SALISBURY
FIDELITY BANK	FUQUAY-VARINA
FIFTH THIRD BANK	CINCINNATI, OH
FIRST BANK	SOUTHERN PINES
FIRST BANK & TRUST OF VA	ABINGDON, VA
FIRST CAROLINA BANK	ROCKY MOUNT
FIRST CITIZENS BANK & TRUST	RALEIGH
FIRST COMMUNITY BANK	BLUEFIELD, VA
FIRST HORIZON BANK	MEMPHIS, TN
FIRST NATIONAL BANK	HERMITAGE, PA
HOMETRUST BANK	ASHEVILLE
KS BANK	SMITHFIELD
LIFESTORE BANK	WEST JEFFERSON
LUMBEE GUARANTY BANK	PEMBROKE
M & F BANK (MECHANICS & FARMERS BANK)	DURHAM
MOVEMENT BANK	DANVILLE, VA
NORTH STATE BANK	RALEIGH
PARK NATIONAL BANK	NEWARK, OH
PEOPLES BANK	NEWTON

PIEDMONT FEDERAL SAVINGS BANK	WINSTON-SALEM
PINNACLE BANK	NASHVILLE, TN
PNC BANK	PITTSBURGH, PA
PROVIDENCE BANK	ROCKY MOUNT
REGIONS BANK	BIRMINGHAM, AL
ROXBORO SAVINGS BANK	ROXBORO
SKYLINE NATIONAL BANK	INDEPENDENCE, VA
SOUTH STATE BANK	COLUMBIA, SC
SOUTHERN BANK & TRUST CO.	MOUNT OLIVE
SOUTHERN FIRST BANK	GREENVILLE, SC
SURREY BANK	MOUNT AIRY
TD BANK, NA	CHERRY HILL, NJ
TOUCHSTONE BANK	PRINCE GEORGE, VA
TOWNEBANK	SUFFOLK, VA
TRIAD BUSINESS BANK	GREENSBORO
TRUIST	CHARLOTTE
UNITED BANK	CHARLESTON, WV
UNITED COMMUNITY BANK	GREENVILLE, SC
US BANK	MINNEAPOLIS, MN
UWHARRIE BANK	ALBEMARLE
WAKE FOREST FEDERAL S&L	WAKE FOREST
WELLS FARGO BANK, N.A.	SAN FRANCISCO, CA
Last updated 12/14/2022	

**Outstanding Debt of the City of Concord
31-Dec-22**

Series	Revenue Bonds Description	12/31/2022			Use of Proceeds	Remaining	Remaining
		Principal Outstanding	Final Maturity	Avg Coupon		FYE 2023 Principal Due	FYE 2023 Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	7,690,000	12/1/2028	4.080%	Water/Electric	-	129,853
Series 2019	Utility System Revenue Bonds-Refunding	-	12/1/2022	1.670%	Water/Electric/Sewer	-	-
Series 2016	Utility System Revenue Bonds-Refunding	15,875,000	12/1/2035	4.684%	Water/Electric/Sewer	-	374,375
TOTAL		<u>23,565,000</u>		<u>4.337%</u>		<u>-</u>	<u>504,228</u>

Series	Non General Obligation Debt Description	12/31/2022			Interest Rates	Use of Proceeds	Remaining	Remaining
		Balance Outstanding	Final Maturity				FYE 2023 Principal Due	FYE 2023 Interest Due
Series 2014A	Limited Obligation	19,180,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	1,540,000	394,516	
11/10/2015	Installment Purchase	3,524,000	5/1/2030	2.420%	Parking Facility-Aviation	405,000	42,640	
10/11/2017	Installment Purchase Refunding 07 IPA	3,080,547	11/9/2027	2.040%	***Aviation/Fire Station	325,357	31,422	
3/10/2021	Installment Purchase	5,580,000	3/1/2031	1.430%	Fire Station 12	620,000	39,897	
11/15/2004	Installment Purchase	431,250	11/15/2024	5.010%	Aviation-Hendrick Hangar	112,500	9,629	
TOTAL		<u>31,795,797</u>				<u>3,002,857</u>	<u>518,104</u>	
		<u>55,360,797</u>				<u>3,002,857</u>	<u>1,022,332</u>	

** City Hall, Police HQ, Telecommunication Equip.

*** Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

Tax Report for Fiscal Year 2022-2023**FINAL REPORT****November****Property Tax Receipts- Munis**

2022 BUDGET YEAR	24,500,359.51
2021	16,597.59
2020	3,999.30
2019	764.89
2018	78.20
2017	1.27
2016	
2015	30.47
2014	20.56
2013	
Prior Years	
Interest	2,787.68
Refunds	
	<u>24,524,639.47</u>

Vehicle Tax Receipts- County

2022 BUDGET YEAR	437,329.03
2021	
2020	
2019	
2018	
2017	208.28
2016	
Prior Years	
Penalty & Interest	5,732.53
Refunds	
	<u>443,269.84</u>

Fire District Tax - County

2021 BUDGET YEAR	27,460.25
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>24,995,369.56</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	30,843.60
100:Vehicle Tag Fee	125,197.80
292:Vehicle Tag Fee-Transportation Fund	30,843.60
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>186,885.00</u>

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

Oakwood Cemetery current	1,675.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	4,083.36
Rutherford Cemetery endowment	1,966.64
West Concord Cemetery current	650.00
West Concord Cemetery endowment	600.00
Total Cemetery Collections	<u>8,975.00</u>

Total Collections	<u>\$ 25,191,229.56</u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	14,445.87
Discovery Penalty	897.39
Total Amount Invoiced - Monthly	<u>15,343.26</u>
Total Amount Invoiced - YTD	67,349,080.47

Current Year	
Less Abatements (Releases)	
Real	17,366.96
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>17,366.96</u>

Adjusted Amount Invoiced - monthly	(2,023.70)
Adjusted Amount Invoiced - YTD	67,275,212.55

Current Levy Collected	24,500,359.51
Levy Collected from previous years	21,492.28
Penalties & Interest Collected	2,787.68
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>24,524,639.47</u>
Total Collected - YTD	36,117,982.05

Total Collected - net current levy -YTD 35,832,281.21

Percentage of Collected -current levy 53.26%

Amount Uncollected - current year levy 31,442,931.34

Percentage of Uncollected - current levy 46.74%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of November 2022

RELEASES		
CITY OF CONCORD	\$	17,366.96
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	639	639	0.0048	3.07	1.84	
2018	0	8,327	8,327	0.0048	39.97	19.99	
2019	250,450	27,017	277,467	0.0048	1,331.84	51.88	
2020	388,070	89,953	478,023	0.0048	2,294.51	129.53	
2021	388,070	298,963	687,033	0.0048	3,297.76	234.07	
2022	599,581	958,486	1,558,067	0.0048	7,478.72	460.08	
Total	1,626,171	1,383,385	3,009,556		\$ 14,445.87	\$ 897.39	
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	2,075	2,075	0.0023	4.77	1.43	
2021	0	48,527	48,527	0.0023	111.61	22.32	
2022	0	47,710	47,710	0.0023	109.73	10.98	
Total	0	98,312	98,312		\$ 226.12	\$ 34.73	

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 11/30/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP ING US FUNDING LLC 0 12/22/2022	4497W1MN3	5,000,000.00	4,957,716.67	12/22/2022	3.570	1.35	N/A	99.154333	22
CP CEDAR SPRING CAP CO LLC 0 12/28/2022	15060YMU1	5,000,000.00	4,951,045.83	12/28/2022	3.827	1.35	N/A	99.020917	28
CP CROWN POINT CAPITAL CO 0 1/20/2023	2284K1NL3	5,000,000.00	4,942,998.61	1/20/2023	4.562	1.35	N/A	98.859972	51
CP MOUNTCLIFF FDG 0 1/31/2023	62455BNX9	5,000,000.00	4,915,000.00	1/31/2023	3.459	1.34	N/A	98.3	62
CP BARCLAYS BKPLC 0 2/6/2023	06744GMP4	5,000,000.00	4,936,708.33	2/6/2023	4.710	1.34	N/A	98.734167	68
CP MUFG BANK LTD 0 2/22/2023	62479MPN7	5,000,000.00	4,939,240.28	2/22/2023	4.565	1.34	N/A	98.784806	84
CP BARTON CAP SA 0 2/24/2023	06945MPQ3	5,000,000.00	4,944,577.78	2/24/2023	4.692	1.35	N/A	98.891556	86
Sub Total / Average Commercial Paper		35,000,000.00	34,587,287.50		4.198	9.42		98.821454	57
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.36	N/A	99.94	169
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.36	N/A	100	253
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.36	N/A	100	296
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.36	N/A	100	365
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.36	N/A	99.957	415
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.36	N/A	99.8	457
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.94	N/A	99.94	492
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.36	N/A	100	628
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.36	N/A	100	650
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.14	N/A	99.6	691
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.36	N/A	100	740
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.36	N/A	100	873
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.36	N/A	100	1,034
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.36	N/A	100	1,118
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.36	N/A	100	1,294
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.36	N/A	100	1,398
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.36	N/A	100	1,581
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.36	N/A	100	1,927
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.36	N/A	100	1,940
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.36	N/A	99.725	2,248
FFCB 1.55 3/15/2029-22	3133EMX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.35	N/A	99.2	2,297
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	27.92		99.914899	1,003
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.36	N/A	100	303
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.36	N/A	99.85	309
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.36	N/A	100	362
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.36	N/A	100	436
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	440
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.36	N/A	100	516
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.36	N/A	100	541
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.36	N/A	100	541
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.36	N/A	100	555
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.36	N/A	100	593
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.36	N/A	100	607
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.36	N/A	100	636
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.36	N/A	100	789
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.36	N/A	99.98	958

FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.36	N/A	99.98	1,055
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.36	N/A	100	1,126
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.36	N/A	100	1,156
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.36	N/A	99.9	1,175
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.36	N/A	100	1,196
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.36	N/A	100	1,246
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.36	N/A	99.725	1,721
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.36	N/A	100	2,528
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	28.73		100.008318	871
FHLMC Bond									
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.58	N/A	100.039854	282
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.36	N/A	100	379
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.36	N/A	100	576
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.61	N/A	100	607
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.35	N/A	99.386016	805
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.36	N/A	100	943
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.33	N/A	92.438	964
FHLMC 0.375 9/23/2025	3137EAEX3	2,580,000.00	2,299,203.63	9/23/2025	4.371	0.63	N/A	89.119447	1,028
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.36	N/A	100	1,322
Sub Total / Average FHLMC Bond		29,570,000.00	29,182,594.89		1.932	7.94		98.80338	776
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.08	N/A	99.325	253
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.36	N/A	100	260
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.34	N/A	107.99	286
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.36	N/A	100	331
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	1.01	N/A	100.076557	362
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.36	N/A	100	394
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.43	N/A	106.058	432
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.43	N/A	104.080727	580
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.36	N/A	100	636
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.67	N/A	103.119202	685
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.36	N/A	99.797	747
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.29	N/A	101.665856	769
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.35	N/A	93.265273	874
FNMA 0.5 6/17/2025	3135G04Z3	2,290,000.00	2,132,848.52	6/17/2025	2.922	0.58	N/A	93.137496	930
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.36	N/A	100	957
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.36	N/A	100	993
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.36	N/A	100	999
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.23	N/A	91.21	999
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.36	N/A	100	1,429
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.36	N/A	100	1,800
Sub Total / Average FNMA Bond		69,890,000.00	69,863,836.74		0.670	19.02		100.023219	765
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	81,660.24	81,660.24	N/A	3.720	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	25,193,753.20	25,193,753.20	N/A	3.720	6.86	N/A	100	1
NCCMT LGIP	NCCMT271	169,309.99	169,309.99	N/A	3.720	0.05	N/A	100	1
Sub Total / Average Local Government Investment Pool		25,444,723.43	25,444,723.43		3.720	6.93		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	172,358.84	172,358.84	N/A	0.210	0.05	N/A	100	1
Sub Total / Average Money Market		172,358.84	172,358.84		0.210	0.05		100	1
Total / Average		368,256,082.27	367,348,475.70		1.336	100		99.777018	743