



City Council Agenda

Thursday, February 9, 2023

6:00 PM

35 Cabarrus Ave, W, Concord, NC 28025

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

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

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

January 10 and January 12, 2023.

IV. Presentations

1. **Presentation of a Proclamation recognizing February as Black History Month.**
2. **Presentation of a retirement plaque to Mark Hartsell for over 30 years of loyal and dedicated service to the City of Concord.**

V. Unfinished Business

1. **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.

2. **Consider adopting bylaws for the newly created Public Art Commission.** With the approval of a 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.

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

E. Presentations of Petitions and Requests

1. Consider authorizing the City Manager to negotiate and execute a contract with Fitfields for full design services for the Academy Gibson Phase II Park Area project.

This project includes the athletic fields and building located at Webb Field, McAllister Field and Gibson Field. The design will be based on the adopted master plan in the amount of \$303,600. City Council adopted the new master plan for the renovation and redevelopment of Academy Gibson Area on September 8, 2022. The Academy Gibson area Phase II development includes the buildings and fields at Webb, McAllister and Gibson. The first area of design will include Webb Field located at 165 Academy Ave., McAllister Field located at 160 Crowell Dr., which includes 2 baseball diamonds, one multi-purpose field, 2 press boxes, 1 concession stand, 2 restrooms and 3 storage buildings. The second area is Gibson Field location at 323 Misenheimer Drive., which includes 1 baseball diamond, restrooms, press box/storage and concession stand. Parks and Recreation selected the firm, Fitfields – Dodd Studios of Fort Mill, SC, through an RFQ process for professional design services for the parks. 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 II for the Academy Gibson Park Area is identified as a General Obligation Bond funded project.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Fitfields in the amount of \$303,600 for full design services for Academy Gibson Phase II Park Area project.

2. Consider authorizing the City Manager to negotiate and execute a contract with Talbert Bright & Ellington, Inc (TBE).

The request is for TBE to provide scope of services relating to the acquisition of six property parcels within the Misty Wood Subdivision (parcels are highlighted in blue in Exhibit 6). This acquisition is outlined in the conditionally approved Airport Layout Plan (July 18, 2019) for the Concord-Padgett Regional Airport (JQF). In addition, JQF would like to acquire a portion (3.76 acres) of parcel 4690 05 1867 0000 located at the end of Westmoreland Drive, NW (parcel is highlighted in blue in Exhibit 6) . The cost for these professional services is not to exceed \$162,271. Funding for this project will be from Bipartisan Infrastructure Law-Airport Infrastructure Grant (AIG) and North Carolina Airport Improvement Program.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with TBE for phase one land acquisition appraisals, in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and 49 Code of Federal Regulation Part 24-Uniform Relocation Assistance and Real Property for Federal and Federally-Assisted Programs.

3. Consider awarding proposal of Surveying Services to prepare transmission line easement plats for a backup fed to Eli Lilly and a loop feed to Substation E to Lawrence Associates, P.A.

Electric Systems staff received seven Requests for Qualifications (RFQ's) on December 16, 2022, for surveying services to prepare transmission line easement plats along Rockhill Church Road (from Weddington to Substation E, near Rockhill A.M. E. Church). Electric Systems staff reviewed the submitted proposals and selected Lawrence Associates, P.A. based upon their qualifications. Staff requested a proposal from Lawrence Associates, P.A. for the surveying services and received the proposal on January 16, 2023, for the not to exceed amount of \$121,900. Funding will be derived from Sub E 100 KV Interconnect project.

Recommendation: Motion to adopt the Lawrence Associates, P.A. proposal for the not to exceed amount of \$121,900.

4. Consider awarding the bid for electric distribution materials for Delivery 3 to Delivery 4 Tie-line along Concord Parkway S to WESCO Distribution, Inc.

Electric Systems staff received bids on January 19, 2023, for electric distribution materials required for the construction of distribution lines, also called under build, on the Delivery 3 to Delivery 4 Tie-line which will run parallel to Concord Parkway South and connect the two delivery stations. Material includes wood poles, conductor, switches and miscellaneous hardware that will be used in the construction of the distribution lines. Two bids were received and evaluated for responsiveness and compliance with technical specification. Electric Staff determined that the lowest bidder, WESCO Distribution, Inc., was responsive and compliant in meeting the required specifications. Material lead time varies with the longest lead time being 39 weeks for pole-top hardware. The total bid amount from WESCO Distribution, Inc., is \$627,810.02. Funding will be derived from existing Delivery 4 & 100 KV project account.

Recommendation: Motion to award the bid for electric distribution materials for Delivery 3 to Delivery 4 Tie-line along Concord Parkway S to WESCO Distribution, Inc. in the amount of \$627,810.02.

5. Consider authorizing the City Manager to negotiate and execute a contract addendum with Cellco Partnership dba Verizon Wireless for an extended long term lease of equipment space on the Downtown Tank.

Cellco partnership currently leased space on the Downtown Tank and is seeking to secure a longer term lease. The extension includes a rent escalator and several renewable terms.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract addendum with Cellco Partnership dba Verizon Wireless.

6. Consider authorizing the City Manager to negotiate and execute contract addendum #2 with McKim & Creed, Inc. for additional design services for the Hwy 29 water pump station project in the amount of \$25,000.

Additional design work is necessary to continue to design the final exterior of the pump station as well as officially submit the 100% design plans for official review by the City and County. Addendum #1 was below the City Manager approval threshold and covered scope changes requested by staff. Addendum #2 puts the total additional request above the City Manager approval limit and requires Council approval.

Recommendation: Motion to authorize the City Manager to negotiate and execute contract addendum #2 with McKim & Creed, Inc. for additional design services for the Hwy 29 water pump station project in the amount of \$25,000.

7. Consider a Preliminary Application from Britt Caulder.

In accordance with City Code Chapter 62, Britt Caulder has submitted a preliminary application to receive sewer service outside the City limits. The property is located at 5117 Roberta Road. This parcel is zoned county LDR and is developed with a single family house. The property is within Harrisburg's service limits but Harrisburg does not have utilities located in that area to service the parcel.

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

VII. Consent Agenda

A. Consider adopting a resolution authorizing the sale a triangular-shaped lot located on the northeast corner of Duval Street NW and Academy Avenue NW.

This 0.021 acre property was created when Duval street was realigned many years ago. The City received an Offer to Purchase the Property from Habitat for Humanity ("Buyer") for \$2,7171.28. The buyer wishes to use the property in conjunction with the neighboring lot, to construct affordable housing. The proposed Resolution directs the City Manager, City Clerk and City Attorney to take all necessary steps and to execute the necessary documents to affect the conveyance of the property and easement in accordance with this resolution pursuant to North Carolina General Statutes §157-9.

Recommendation: Consider making a motion to adopt a resolution authorizing the sale the Habitat for Humanity and directing the City Manager, City Clerk and City Attorney to take all necessary steps and to execute the necessary documents in order to affect the conveyance of the property.

B. Consider authorizing the Solid Waste Services Department to apply for grant funding from the NC Department of Environmental Quality aimed at reducing contamination in residential recycling streams within the City of Concord.

The grant money requested (\$20,000) will be used to conduct outreach enforcement efforts, including auditing and tagging of contaminated carts, followed by targeted education to areas with highest rates of contamination. The grant does require a 20% local match (\$4,000), which has been requested in the FY23- 24 budget. The application is due February 16, 2023. Grants awarded will be for the FY23-24 state fiscal year, which begins July 1, 2023.

Recommendation: Motion to authorize Solid Waste Services to apply for grant funding from the NC Department of Environmental Quality aimed at reducing residential recycling contamination within the City of Concord.

C. Consider accepting the 2023 Family Self-Sufficiency (FSS) Grant Award from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$64,000.

HUD has awarded the Housing Department the Family Self-Sufficiency Grant Award (FSS) for federal year 2023 in the amount of \$64,000 to pay the salary and benefits of the program coordinator whose primary responsibility is to guide and connect participants to needed training

and resources. Participants in the program gain access to the support they need in order to achieve their self-sufficiency goals and move up the economic ladder.

Recommendation: Motion to accept the 2023 Family Self-Sufficiency (FSS) Grant from HUD and adopt a budget ordinance to appropriate the funds.

D. Consider approval for Council to purchase 2.60 acres of easement along Coddle Creek from Elizabeth P. Cook Family Ltd. Partnership etal, Coble Family Farm, LTD., and Joyce P. Needham, for future development of Coddle Creek Greenway.

The purchase price is \$43,700 including due diligence. The proposed greenway crosses 4 different parcels and easements are needed to develop the Coddle Creek Greenway. The easement area along this section of the greenway is 2.60 acres according to the survey. The purchase price is \$37,850.90. These properties are critical for connectivity from Dorton Park to Weddington Rd. and to the existing greenway along George Liles. The total cost for acquisition of the 2.60 acres is \$43,700 including due diligence expenses of \$5,849.10.

Recommendation: Motion to approve the easement acquisition of 2.60 acres for future development of Coddle Creek Greenway for \$43,700, and to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for approved property purchases including due diligence of \$5,849.10 for a total cost of \$43,700.

E. Consider reallocating \$48,785.74 in Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding to Big Brothers and Big Sisters in the amount of\$1,914.00, El Puente in the amount of \$28,000.00 and the remaining \$18,871.74 in administrative cost for community needs related to COVID-19.

In August of 2020, Council approved CARES funds to Prosperity Unlimited to respond to mortgage needs within Concord. Due to the foreclosure moratorium being extended and the North Carolina Housing Finance Agency (NCHFA) American Rescue Plan backed mortgage assistance, Prosperity requested to return the funds to ensure other community needs can be met . In September of 2022 Council approved allocations totaling \$109,582.34 for three agencies to address unmet rental assistance needs and homeless needs. To fully expend funds staff has reached out to public service agencies who received previous allocations to assess the continued COVID related needs. The attached table details the proposed funding to the agencies which totals \$29,914.00. If approved, there will be \$18,871.74 remaining which would be allocate towards staff administrative costs.

Recommendation: Motion to approve reallocating \$48,785.74 in Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding to Big Brothers and Big Sisters in the amount of\$1,914.00, El Puente in the amount of \$28,000.00 and the remaining \$18,871.74 in administrative cost for community needs related to COVID-19.

F. Consider approving a contribution of \$2,500 from the Mayor's Golf Tournament Fund to Fulltime Funkytown.

If approved, the funds will be used to assist with the youth cooking summer camp program.

Recommendation: Motion to approve a contribution of \$2,500 from the Mayor's Golf Tournament Fund to Fulltime Funkytown and to adopt a budget ordinance appropriating the contribution.

G. 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: Sycamore at Christenbury, LLC (PIN 4589-37-7469) Cox Mill 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: Sycamore at Christenbury, LLC.

H. 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: Cumberland Subdivision Phase 2. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Cumberland Subdivision Phase 2.

I. Consider accepting an offer of infrastructure at Odell Corners Residential Townhomes PH 2, Odell Corners PH 1 Commercial, Pipers Landing PH 1 MP 1, Copart Inc-Concord Speedway, City of Concord Electric Operations Center, Rooms to Go, Aviation Industrial.

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: 2,268 LF of 12-inch water line, 4,862 LF of 8-inch water line, 52 LF of 6-inch water line, 32 valves, 16 Fire Hydrants, 4,446 LF of 8-inch sanitary sewer, and 33 Manholes.

Recommendation: Motion to accept an offer of infrastructure at Odell Corners Residential Townhomes PH 2, Odell Corners PH 1 Commercial, Pipers Landing PH 1 MP 1, Copart Inc-Concord Speedway, City of Concord Electric Operations Center, Rooms to Go, Aviation Industrial.

J. Consider authorizing the City Manager to execute a contract with Martin Starnes & Associates, CPAs, P.A. for the audit of City of Concord accounts for fiscal year ending June 30, 2023.

Approval will continue the relationship between the City and Martin Starnes & Associates, CPAs, P.A. The fees are set at \$53,600 for the fiscal year ending June 30, 2023.

Recommendation: Motion to authorize the City Manager to execute a contract with Martin Starnes & Associates, CPAs, P.A. for the audit of City of Concord accounts for fiscal year ending June 30, 2023.

K. Consider adopting an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

Staff is recommending that improvements be made to the future solid waste shed to ensure ADA accommodations can be met. The shed is currently used by Electric but will be transferred to Solid Waste once Electric moves to the new operations center. Currently, the shed does not have an elevator lift to the second level. The attached budget amendment appropriates proceeds from the sale of fixed assets to cover the cost of these improvements.

Recommendation: Motion to adopt an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

L. Consider adopting an ordinance to amend the FY2022/2023 Budget Ordinance for the General Fund to appropriate insurance reimbursements received.

The City of Concord received insurance reimbursements to cover repairs of damaged vehicles and buildings. The attached budget amendment will appropriate these funds to the respective impacted departments.

Recommendation: Motion to adopt an ordinance to amend the FY2022/2023 Budget Ordinance for the General Fund to appropriate insurance reimbursements received.

M. Consider adopting a Parks and Recreation Capital Project Fund project budget amendment.

The attached budget amendment moves \$160,000 from the Hector Henry-Cannon Crossing project to the new Poplar Tent Trailhead Park project account. This \$160,000 was adopted as part of the FY23 CIP, but was not established in a new account pending the result of the GO Bond referendum. With the passing of the bond referendum, the project will move forward and an account needs to be established. The attached budget amendment establishes a project account for the Poplar Tent Trailhead Park with an initial budget of \$160,000.

Recommendation: Motion to adopt a Parks and Recreation Capital Project Fund project budget amendment.

N. Consider approving a change to the classification/compensation system to include the following classifications: Support/Procurement Specialist, Computer Support Specialist, Senior Support Procurement Specialist, Technical Specialist, Senior Technical Specialist, Client Services Manager, Business Systems Administrator-Applications, Business Systems Administrator-GIS, Network Engineer, Senior Network Engineer, Senior Business Systems Administrator-Applications, Infrastructure & Network Manager, IT Network & Cybersecurity Engineer, Software Developer, Senior Software Developer, Software Development & GIS Manager, IT Director.

The addition of an Information Technology compensation plan along with the associated salary ranges and job classifications will improve the City's ability to provide adequate IT support for City departments, decrease IT cost and improve efficiencies across the organization.

Recommendation: Motion to approve the addition of the Information Technology compensation plan along with the associated salary ranges and job classifications to the classification/compensation system.

O. Consider adopting the proposed 2024 and 2025 Holiday Schedules.

Staff recommends approving the 2024 and 2025 holiday schedules in accordance with Article 6.4 Holiday Leave of the City's *Personnel Policies and Procedures*.

Recommendation: Motion to approve the 2024 and 2025 Holiday Schedules.

P. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the fourth quarter of 2022.

In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between October 1, 2022 and December 31, 2022.

Recommendation: Motion to receive the fourth quarter water and wastewater extension report for 2022.

Q. Consider acceptance of the Tax Office reports for the month of December 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 December 2022.

R. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of December 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 over payments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of December 2022.

S. Receive monthly report on status of investments as of December 31, 2022.

A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments.

VIII. Matters not on the Agenda

- Transportation Advisory Committee (TAC)
- Metropolitan Transit Committee (MTC)
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- Water Sewer Authority of Cabarrus County (WSACC)
- WeBuild Concord
- 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.



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!



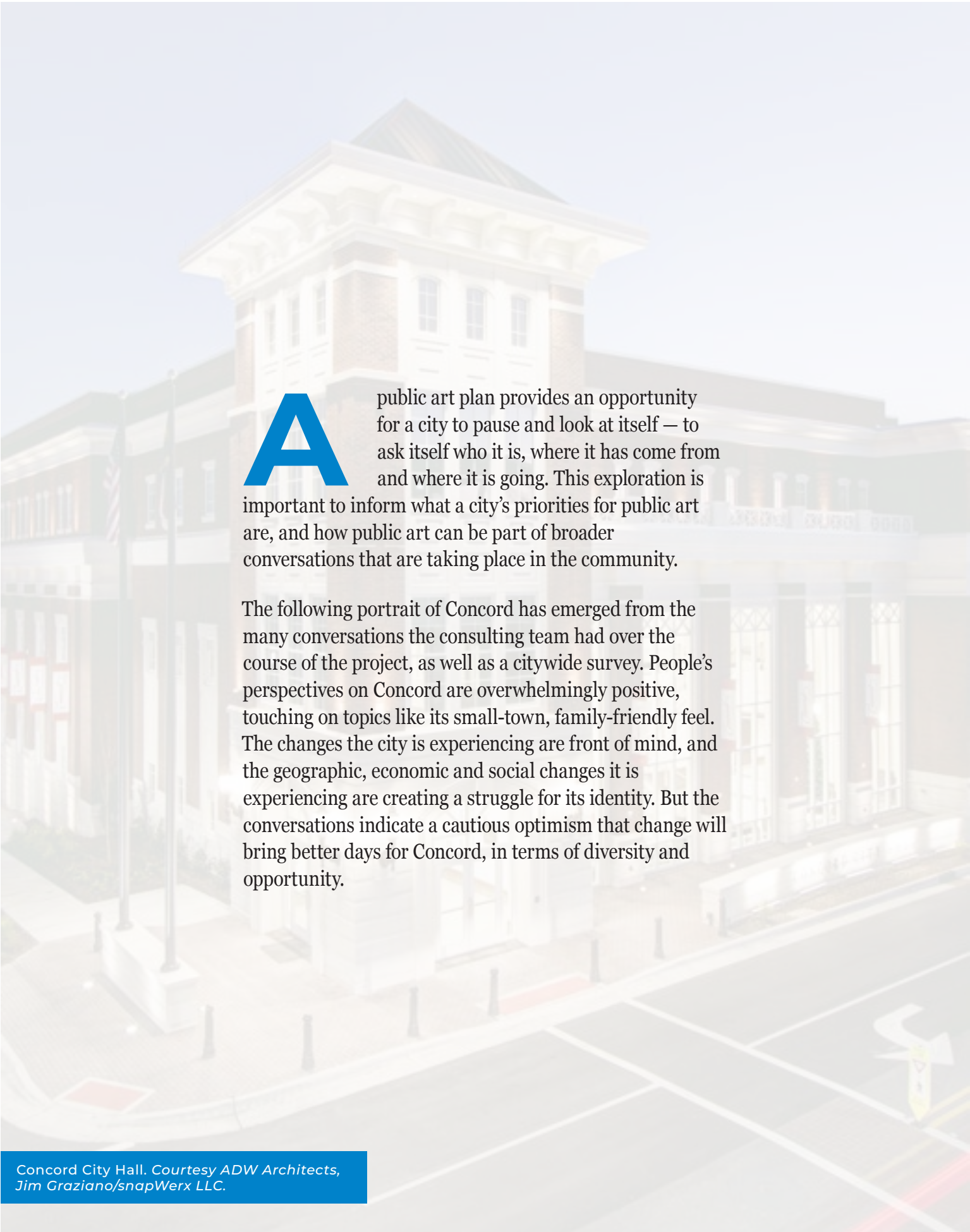
Barred Owl, Walter Stanford, Hector Henry Greenway.
Courtesy Sarah Gay/City of Concord.



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.

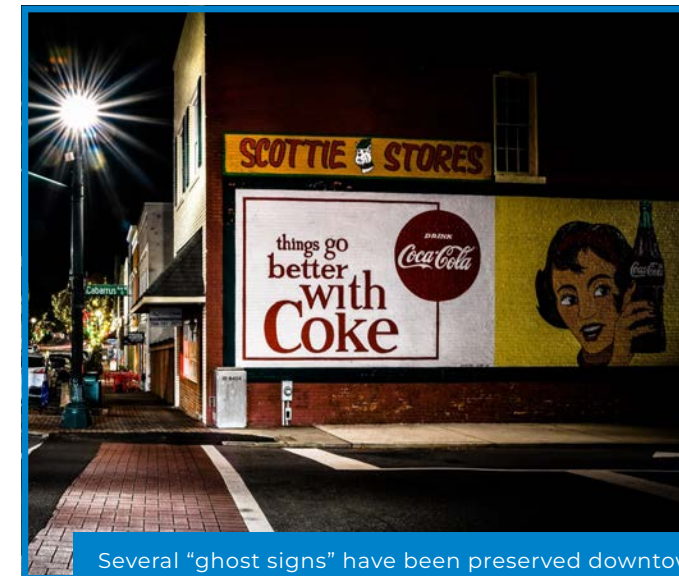


One of eight mural panels, lining the Union St.–Market Street passageway, that explore themes in Concord's history. Sharon Dowell. *Courtesy L.J. Weslowski/City of Concord.*

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.

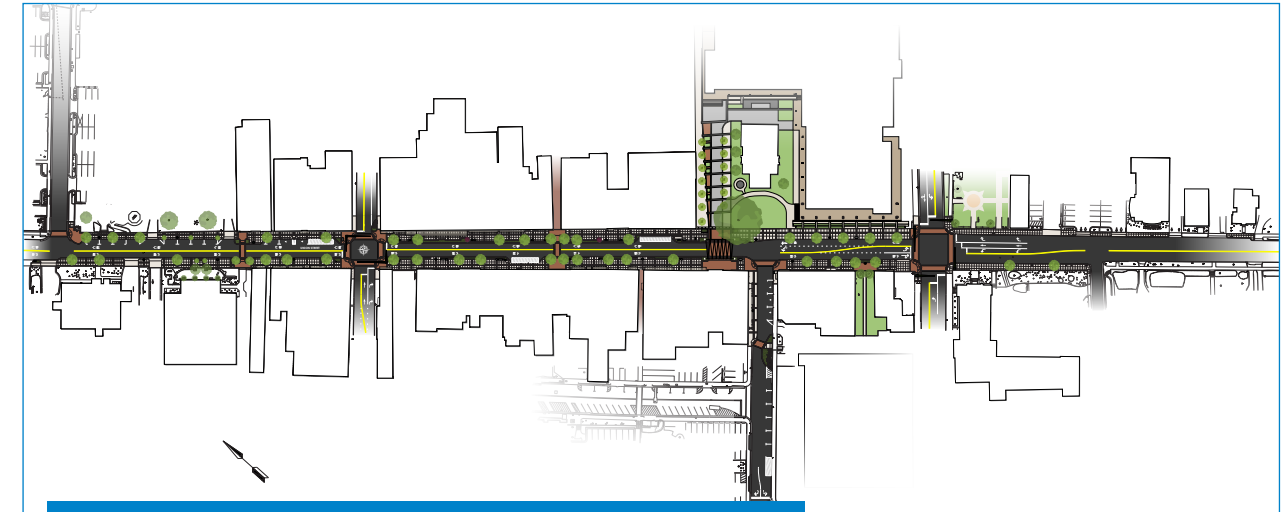
FUTURE PROJECTS

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

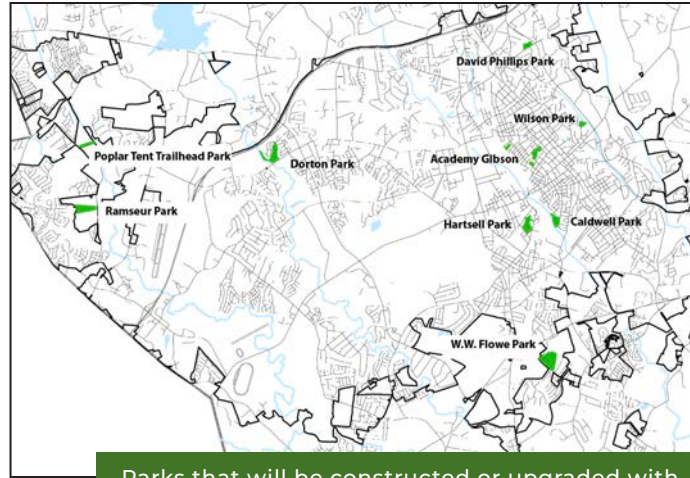
The Church and Cabarrus Street corridors are envisioned as major growth areas for downtown. To accommodate that growth, a parking garage is proposed for Bicentennial Plaza surface parking lot. If this project advances into further planning and design, public art should be considered as a component.



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.



Ramsour Park master plan. Courtesy City of Concord.

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

J.E. “Jim” Ramsour 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

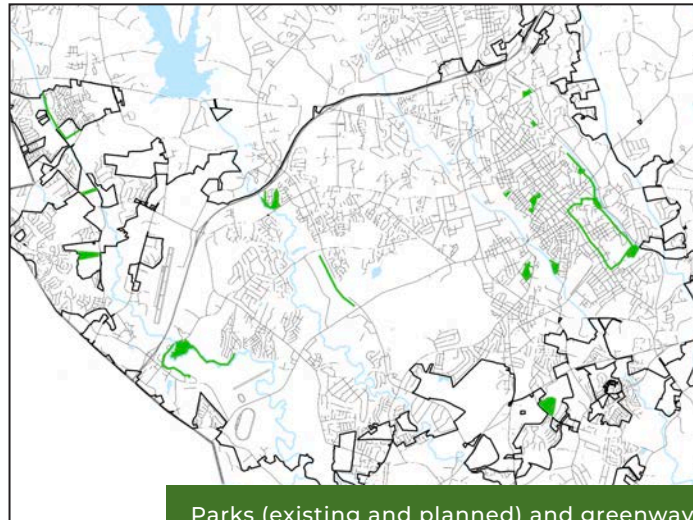
- ◆ Incorporate features that reflect community identity
- ◆ Create features that support community gathering
- ◆ Create artworks that support the experience of play
- ◆ Enhance functional park elements
- ◆ Create a sense of arrival

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

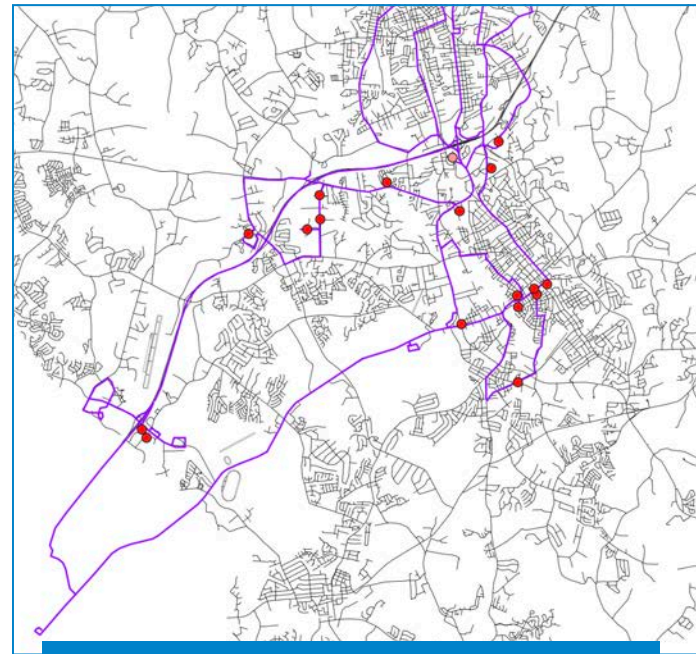
This project could occur at any time.

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.

WE ARE HERE! Telling the Stories of Concord's People and Places

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.

ROUNDABOUNTS

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:

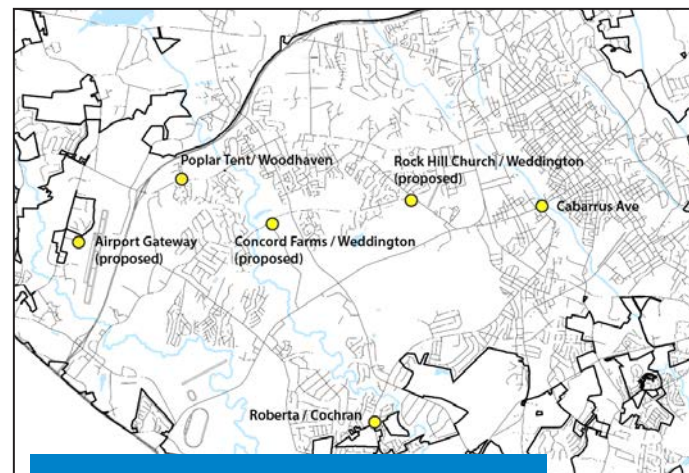
- ◆ Poplar Tent Road and Woodhaven Place NW
- ◆ Roberta Road and Cochran Road

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

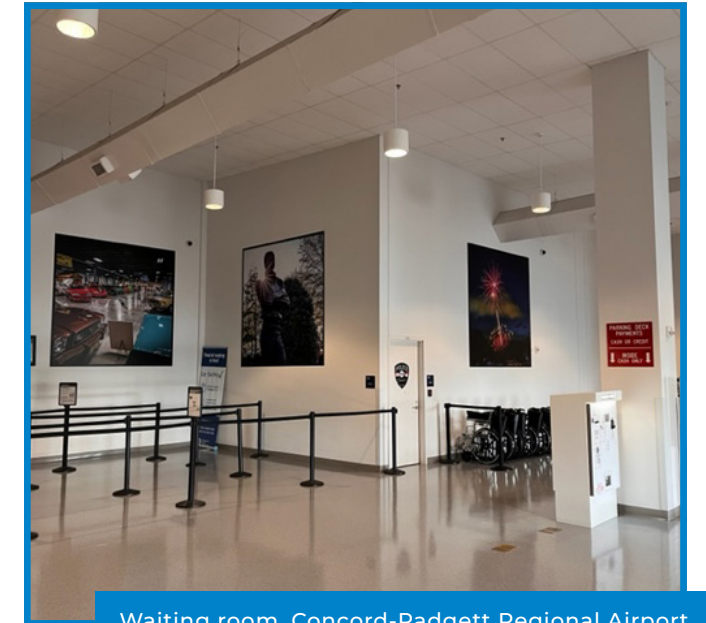
- ◆ Integrate public art into Concord’s public realm, both newly constructed and existing facilities
- ◆ Make public art part of the way that Concord tells its story to visitors

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

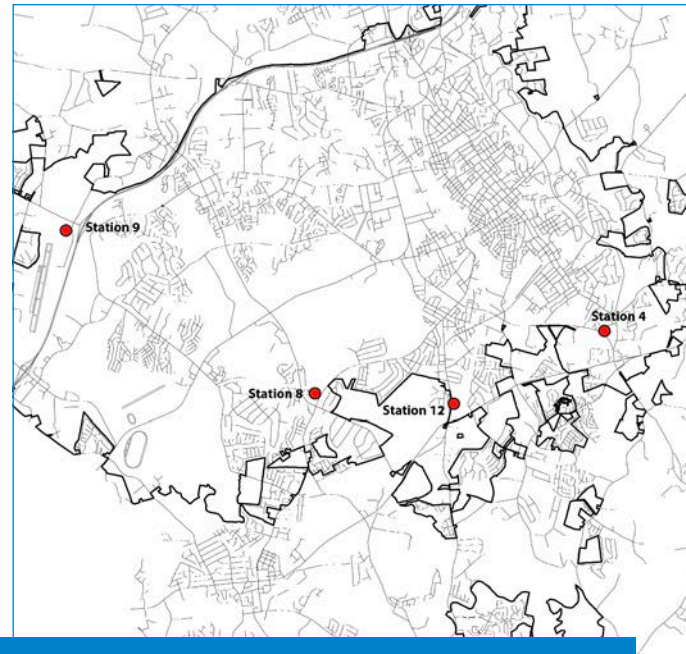
Timing

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.

- ◆ 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.



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

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:

- ◆ The area between the historic courthouse (location of the Cabarrus Arts Council and Concord History Museum) and the courthouse expansion.
- ◆ Rotary Square
- ◆ 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

MODELS AND METRICS FOR FUNDING PUBLIC ART

Successful public art programs adopt a funding model that can be sustained from year to year. Sustained and predictable funding enables a public art program to plan several years in advance, which helps staff ensure that project flow aligns with their capacity and that the future obligations of multi-year projects can be anticipated. Predictable funding also provides leverage for additional funding through 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 and the budgets that Council approves.

Funding levels will likely fluctuate from year to year. In the long term, Concord should consider funding levels that are commensurate with each year’s capital construction activity, as well as the City’s growing population.

- ◆ City departments should consider incorporating funds for public art into the budget proposals for major new capital projects, those with high visibility and a cost of \$1,000,000 or more. As a guideline, departments should consider minimum of one percent of the project cost, less land acquisition and soft costs, with a maximum public art cost of \$250,000 per project in most circumstances.

- ◆ The City should also consider incorporating 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 \$1,000,000. These funds should be held in a reserve fund for public art anywhere along the greenways.
- ◆ 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 consider making 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.

City funding can also serve as a model and incentive for other entities to support public art.

- ◆ The City should consider asking 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 consider asking 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 ADMINISTRATION

Concord's public art activities should be led by a professional public art administrator who has 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 a public art administrator include planning, project development, project management, community programming, collection management, and liaison with artists, arts organizations and developers.

PROVIDING NEAR-TERM CAPACITY

Because of the potential for front-loading public art projects related to the recently-approved parks bond, the City should consider the following strategies for accommodating its near-term public art workload:

- ◆ Retain one or more contract public art project managers to handle public art project management workload.
- ◆ Retain a contract public art administrator to develop grant applications.
- ◆ Contract with a local artist as a “public art fellow” who could handle administrative tasks such as managing an artist pool and artist selections.
- ◆ Develop a roster from which to select artists for all of the projects. This will reduce the administrative workload of multiple artist selection processes.
- ◆ Determine which projects can be installed after park construction is complete, so that the commissioning and installation process (and related administrative work) can be staggered across several years.



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.

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.

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

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.

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.

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.

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.

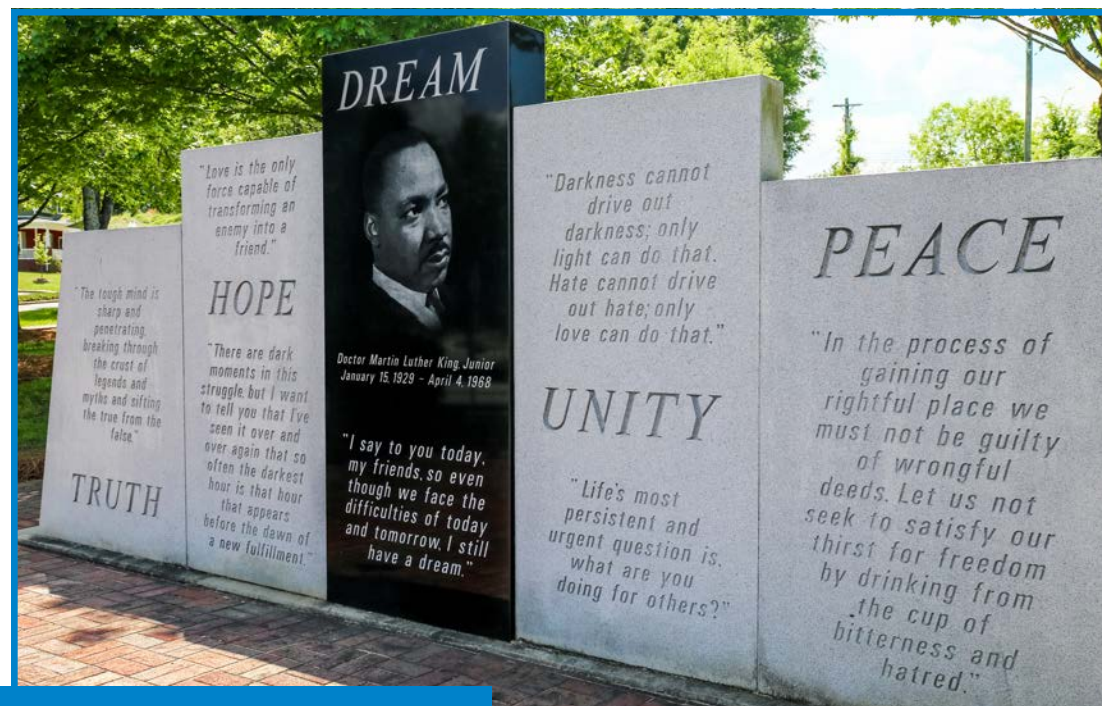
- ◆ Begin the engagement and design phase before any concepts are finalized, potentially even before an artist is selected. Include all stakeholders and concerned individuals. Consider holding one or more community meetings, especially if a large number of people are involved, and make sure to include 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)

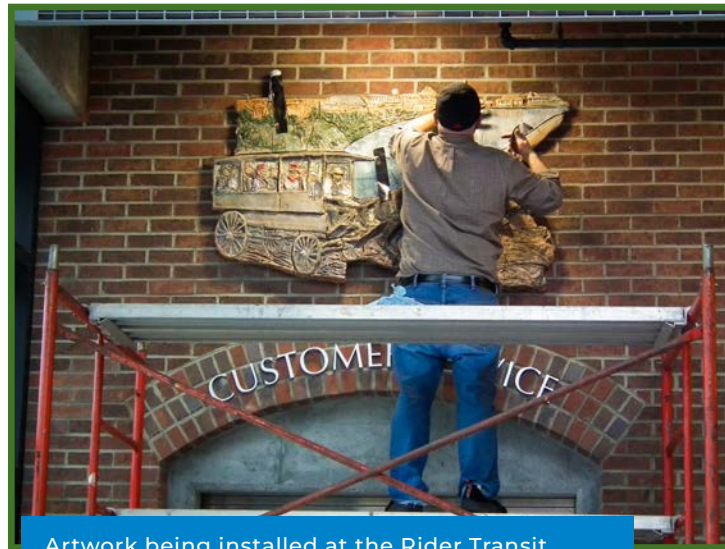
All relocations and de-accessions must be undertaken in conformance with the Visual Artists Rights Act (VARA), which offers the artist a protection of his or her right of integrity and right of attribution.

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
Jo Davis Art and Design, Graphic Design
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. In order to provide city wide representation, it is preferred, but not required, that at least one member 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.

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2203
MISTY WOOD SUBDIVISION
LAND ACQUISITION APPRAISALS
DATED: May 20, 2022
TBE PROJECT NO.: 2203-2203**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work: This scope of services presents Talbert, Bright & Ellington, Inc. (TBE) scope of services relating to the acquisition of six property parcels within the Misty Woods Subdivision (parcels are highlighted in blue in the Exhibit, page 6). This acquisition is outlined in the conditionally approved Airport Layout Plan (July 18, 2019) for the Concord-Padgett Regional Airport (JQF). In addition, JQF would like to acquire a portion (3.76 acres) of Parcel 4690 05 1867 0000 located at the end of Westmoreland Drive NW (parcel is highlighted in blue in the Exhibit, page 6).

Task 1: Land Acquisition – Total acquisition of parcels outlined in Table 1 (page 2) for the expansion of the Concord-Padgett Regional Airport, in accordance with the Master Contract.

The land acquisition shall include coordination with the client, appraisal, review appraisal, and property plat survey (the property survey will be a standard boundary survey and not an ALTA Land Title Survey). Individual parcel owners with deed, tax address and unit number information will be put on the face of plat. Most of this work will be completed by subconsultants under TBE's direction. TBE shall assist the City of Concord but all offers to the property owner will be made by a representative from the City.

Task 2: Relocation Assistance – Upon notice to proceed and after contact has been made with the owner, an initial contact meeting will be arranged with the displacee. The relocation agent will coordinate this meeting with the appraiser so that both inspections can be done at the same time. This will allow the relocation agent and appraiser to confirm what items are personal property and will be eligible for moving costs. In the initial contact the following will be discussed:

- Relocation assistance program in general
- Rights under the program
- Moving expense eligibility
- Search expense eligibility
- Re-establishment expense eligibility
- Written Notice (eligibility letter, 90-day notice, 30-day notice)

**Table 1
Parcel Information
Concord-Padgett Regional Airport**

Parcel Number	Property Owner	Acreage		Use
		Current	Proposed Taking	
02-030A-0012.00 Billing Address: Location:	Tamara L. and Erik Baker 1019 Mistywood Lane Concord, NC 28027 1019 Mistywood Lane	2.94	2.94	Residential (Cabarrus County)
02-030A-0011.00 Billing Address: Location:	Thomas Brian and Julia S. Dwiggins 1007 Mistywood Lane Concord, NC 28027 1007 Mistywood Lane	4.52	4.52	Residential (Cabarrus County)
02-030A-0005.00 Billing Address: Location:	Barry W. Fisher 1014 Mistywood Lane Concord, NC 28027 1014 Mistywood Lane	2.02	2.02	Residential (Cabarrus County)
02-030A-0006.00 Billing Address: Location:	Lizette and Joshua C. Abrego 1006 Mistywood Lane Concord, NC 28027 1006 Mistywood Lane	2.12	2.12	Residential (Cabarrus County)
02-030A-0013.00 Billing Address: Location:	Ryan and Renee E. Bennett 1105 Mistywood Lane Concord, NC 28027 1105 Mistywood Lane	3.675	3.675	Residential (Cabarrus County)
02-030A-0004.00 Billing Address: Location:	Michael S. and Vickie O. Buchanan 1100 Mistywood Lane Concord, NC 28027 1100 Mistywood Lane	2.28	2.28	Residential (Cabarrus County)
4690 05 1867 0000 Billing Address: Location:	HAG RE CDT LLC 6000 Monroe Road, Suite 100 Charlotte, NC 28212 8500 Westmoreland Drive NW	22.2	3.76	Industrial

- Project schedule
- Other pertinent issues

While the appraisal is in process, the relocation agent will perform the necessary work to compute the displacee's moving cost eligibility, either by a moving cost finding or by securing bids. Also, the relocation agent will perform a study of the area to determine possible replacement properties for the displacees and identify agencies that can provide assistance in locating new locations. Once the appraisal has been completed, the relocation agent will review the report, to make sure no items being considered as personal property by the relocation agent, are paid for as real property in the appraisal.

Once an acquisition offer has been tendered to the owner of the property, the relocation agent will tender a relocation eligibility offer to the displacee, along with a 90 day vacate letter. The

relocation agent will discuss the eligibility offer and the process for moving forward with relocation. Tentative vacate dates will be established in these meetings.

Once a settlement has been reached on the acquisition, and the owner has been paid, the relocation agent will issue a 30 day vacate notice, which will establish a vacate date and amount of rent to be paid, until the property is vacated.

As the properties are vacated, the relocation agent will work with the displacee to process relocation claims. The relocation agent will inspect the subject properties to confirm they have been vacated and to secure the building. Once the property is vacated and secured the relocation agent will turn a complete file and the keys over to the client.

NOTE: Parcel 4690 05 1867 0000 would not require relocation services, as the portion of the property parcel slated for partial acquisition is undeveloped.

Task 3: Phase I Environmental Site Assessment – Using the American Society for Testing and Materials (ASTM) standard entitled E1527, a Phase I Environmental Site Assessment (ESA) would be performed. The assessment performed in accordance with this standard meets requirements for All Appropriate Inquiries (AAI) per 40 CFR Part 312 and may permit the User to qualify for certain Landowner Liability Protections (LLPs). The purpose of the assessment is to identify recognized environmental conditions (as defined in ASTM E1527-13) in connection with the properties identified in Table 1.

This scope of services does not include attendance at public meetings. If this service is required, it will be performed as an amendment to this work authorization.

Special Services

Task 1 – Appraisals

Provide appraisals of the parcels identified in Table 1.

Task 2 – Review Appraisals

Provide reviews appraisals of the parcels identified in Table 1.

Task 3 – Relocation Assistance

All relocation activities would be in accordance to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and 49 Code of Federal Regulations Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

Task 4 – Survey Plat

Provide individual as-built surveys of the parcels identified in Table 1. The survey will include all structures, drainage features, and above ground utilities.

Task 5 – Phase I ESA

The Phase I ESA would be performed in accordance with the American Society for Testing and Materials (ASTM) standard entitled E1527.

Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Deliverables for the services will be as follows:

The Consultant shall provide the following:

- Seven (7) property appraisals
- Seven (7) property review appraisals
- Seven (7) property plats for recording with Cabarrus County Registrar of Deeds
- One (1) Phase I ESA, which will include the six properties identified for land acquisition

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract, Paragraphs A, and B of Section V will apply. The updated hangar development analysis work shall be performed in accordance with the Master Contract as a lump sum contract with a not to exceed of **\$63,440.00** including **\$3,050.00** for expenses. Special services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$98,831.00**. The total value of this Work Authorization shall not exceed **\$162,271.00** without additional authorization.

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:

BY: _____
Lloyd Wm. Payne, Jr., ICMA-CM, City Mgr.

BY: _____
Carl M. Ellington, Jr., P.E., Vice President

ATTEST BY:

ATTEST BY:

City Clerk

Charles Brian Salyers, P.E.

SEAL

SEAL

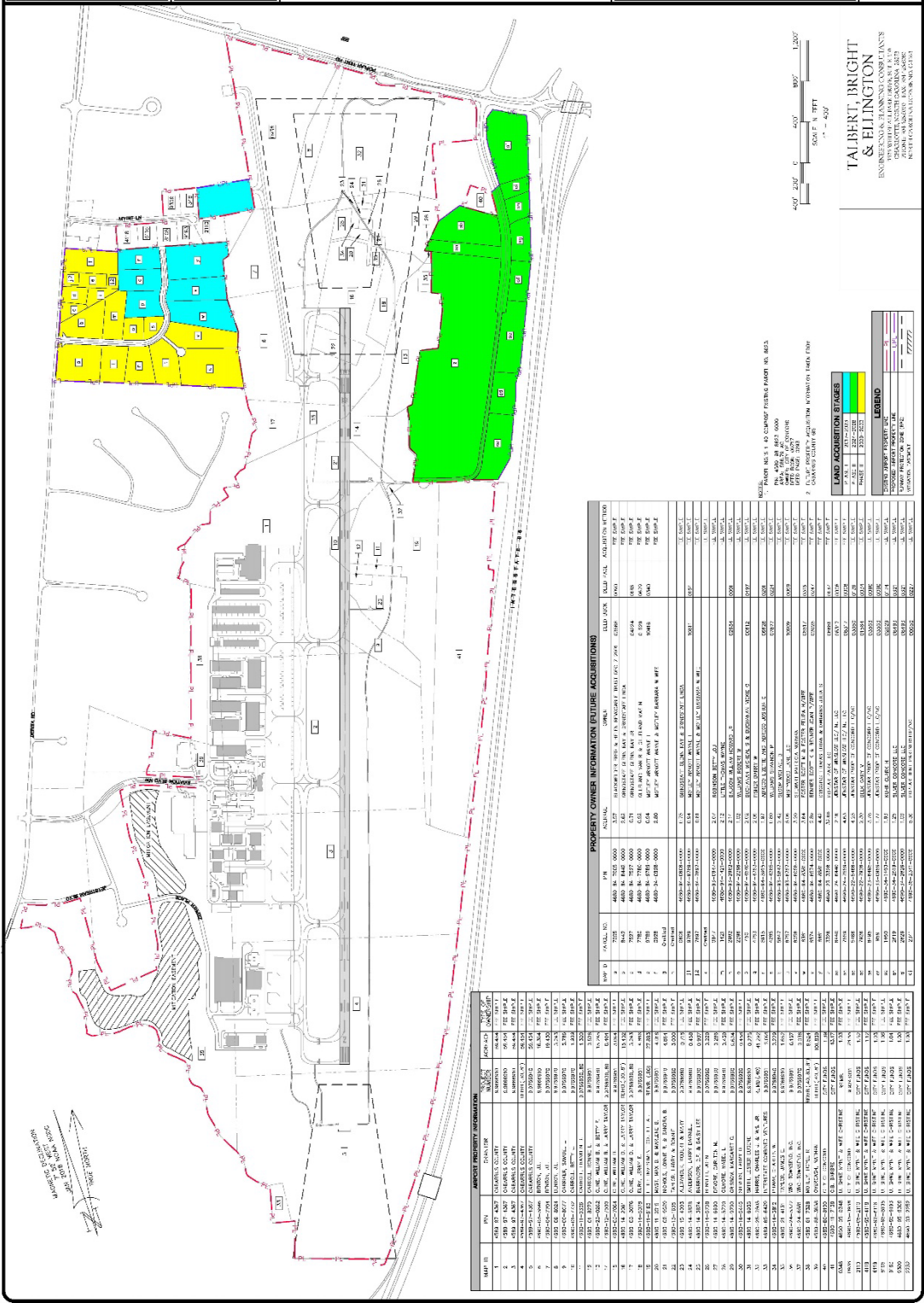
APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance



MAP NO.	PARCEL NO.	OWNER	ACQUISITION METHOD	STATUS
1	1000	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
2	1001	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
3	1002	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
4	1003	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
5	1004	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
6	1005	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
7	1006	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
8	1007	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
9	1008	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
10	1009	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
11	1010	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
12	1011	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
13	1012	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
14	1013	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
15	1014	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
16	1015	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
17	1016	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
18	1017	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
19	1018	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
20	1019	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
21	1020	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
22	1021	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
23	1022	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
24	1023	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
25	1024	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
26	1025	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
27	1026	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
28	1027	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
29	1028	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
30	1029	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
31	1030	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
32	1031	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
33	1032	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
34	1033	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
35	1034	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
36	1035	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
37	1036	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
38	1037	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
39	1038	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
40	1039	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
41	1040	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
42	1041	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
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63	1062	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
64	1063	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
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70	1069	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
71	1070	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
72	1071	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
73	1072	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
74	1073	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
75	1074	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
76	1075	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
77	1076	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
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79	1078	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
80	1079	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
81	1080	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
82	1081	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
83	1082	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
84	1083	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
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97	1096	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
98	1097	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
99	1098	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED
100	1099	CONCORD REGIONAL AIRPORT	EXISTING	ACQUIRED

MANHOUR ESTIMATE

MISTY WOOD SUBDIVISION LAND ACQUISITION
 CONCORD-PADGETT REGIONAL AIRPORT
 CONCORD, NORTH CAROLINA
 AIP PROJECT NO:
 TBE PROJECT NO: 2203-2203

May 20, 2022

DESCRIPTION	PRIN \$ 250	PM \$ 205	SP \$ 151	E5 \$ 172	E3 \$ 118	E2 \$ 105	E1 \$ 80	T5 \$ 127	T3 \$ 87	AD4 \$ 72	AD3 \$ 66
<i>Project Formulation</i>											
Coordination of Land Acquisition Requirements	0	5	5	0	0	0	0	0	0	0	0
Develop Project Scope and Project Budget	5	5	5	0	0	0	0	0	0	0	0
<i>Project Administration</i>											
Coordinate with Surveyor	0	5	5	0	0	0	0	0	0	0	0
Develop Maps	0	5	5	0	0	0	0	0	0	0	0
Coordinate Appraisal	0	10	10	0	0	0	0	0	0	0	0
Coordinate Review Appraisal	0	10	10	0	0	0	0	0	0	0	0
Coordinate Phase I ESA	0	10	10	0	0	0	0	0	0	0	0
Prepare Just Compensation Summary Sheet	0	10	10	0	0	0	0	0	0	0	0
Assist in Issuing Offer of Purchase	20	40	40	0	0	0	0	0	0	0	0
General Assistance	20	40	0	0	0	0	0	0	0	0	0
Complete Project Application	0	5	5	0	0	0	0	0	0	0	0
Project Budget/Schedule Updates	0	5	5	0	0	0	0	0	0	0	0
Assist in Project Close-Out	0	5	5	0	0	0	0	0	0	0	0
MANHOUR TOTAL	45	155	115	0	0	0	0	0	0	0	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRs	EST. COST
Principal	PRIN	\$ 250	45	\$ 11,250
Project Manager	PM	\$ 205	155	\$ 31,775
Senior Planner	SP	\$ 151	115	\$ 17,365
Engineer V	E5	\$ 172	-	\$ -
Engineer III	E3	\$ 118	-	\$ -
Engineer II	E2	\$ 105	-	\$ -
Engineer I	E1	\$ 80	-	\$ -
Technician V	T5	\$ 127	-	\$ -
Technician III	T3	\$ 87	-	\$ -
Admin. Assistant IV	AD4	\$ 72	-	\$ -
Admin. Assistant III	AD3	\$ 66	-	\$ -
				\$ -
		Total	315	
<i>SUBTOTAL</i>				\$ 60,390.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200.00	0.5	\$ 100.00
Postage	LS	\$ 300.00	0.5	\$ 150.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300.00	1	\$ 300.00
Travel	LS	\$ 500.00	5	\$ 2,500.00
<i>SUBTOTAL</i>				\$ 3,050.00

MANHOUR ESTIMATE

MISTY WOOD SUBDIVISION LAND ACQUISITION
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2203-2203

May 20, 2022

<u>SUBCONTRACTED SERVICES:</u>	UNIT	UNIT	EST.	EST.
		RATE	UNITS	COST
Appraisal (A.R. Martin Company)	LS	\$ 12,535	1	\$ 12,535.00
Review Appraisal (Batson Company)	LS	\$ 6,440	1	\$ 6,440.00
Survey Plat (King Engineering of Concord, RLLP)	LS	\$ 19,826	1	\$ 19,826.00
Relocation Assistance (PAN, Inc.)	LS	\$ 55,200	1	\$ 55,200.00
Phase I ESA (S&ME, Inc.)	LS	\$ 4,830	1	\$ 4,830.00
<i>SUBTOTAL</i>				\$ 98,831.00
TOTAL COST:				\$ 162,271.00

January 16, 2023

Fred Porter | Manager of Engineering
City of Concord | Electric Systems Department
635 Alfred Brown Jr. Court SW
Concord, NC 28025

Reference: Cabarrus County
Lawrence Associates Job No. 6792

Dear Fred,

Lawrence Associates, P.A. is pleased to submit to you a proposal for professional surveying for the requested City of Concord Electrical Systems Concord, North Carolina. Shown below are the services to be provided by Lawrence Associates.

Scope of Services

Task 1-Initial Survey Work

- Establish site control.
- Field locates property line data for an estimated forty-six parcels to establish property lines for easement generation.
- Location of all physical improvements in the easement areas and to the front of dwelling
- Non-surveyed parcels to be shown per Cabarrus County GIS parcel data.

Not to Exceed: \$57,500

Task 2 Easement Mapping

- Review design team alignment defining all easements.
- Mapping of proposed exhibits. Assuming forty-six parcels (46) easement exhibits.
 - Easement exhibit mapping was budgeted at \$750 per exhibit.

Not to Exceed: \$34,500

Task 3 Metes and Bounds Description

- Metes and Bounds Description of the forty-six parcels (46) easement exhibits.
 - Budgeted at \$250 per exhibit.

Not to Exceed: \$11,500

Task 4 Easement Staking

- Easement staking of forty-six parcels (46) exhibits for owner coordination.
 - Budgeted at \$400 per exhibit.
 - Assuming a minimum of three (3) per site visit.

Not to Exceed: \$18,400

Fee Schedule

Lawrence Associates proposes to provide the above services for the following fee:

Not to Exceed \$121,900

Elements and Assumptions

- Subdivision, Tree Conservation or Recombination Platting Services
- Subsurface Utility Engineering (SUE)
- ALTA/NSPS Land Title Survey
- Tree or Topographic Surveys
- Construction Surveying
- Wetland/Stream Delineation Services
- Tree Identification/Tagging and Associated Surveys
- Any Environmental Phase I or II investigations
- Review and Recordation Fees.

Additional Services

Any item not contained in the Scope of Services and/or listed, as an exclusion will be deemed as an Additional Service. Lawrence Associates will provide Additional Services beyond the scope of this proposal where authorized in writing by the client on an hourly basis. Additional Services can also be provided on a negotiated fee basis.

Conditions

If acceptable, please execute and return one original copy of this proposal. Please contact Lawrence Associates if you have any questions about the scope of services. We look forward to working with you on this project.

Respectfully submitted,



William M. Lawrence, PE, PLS

Principal

The scope of services, terms and conditions of this Letter Agreement are accepted:

Print (Type) Individual, Firm, or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title



Southeastern Consulting Engineers, Inc.

January 23, 2023

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

Ref.: Wood Poles, Switches, and Miscellaneous Material for Del. 4 to Sub T

Dear Alex:

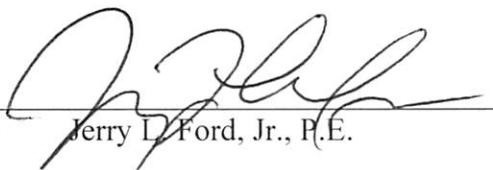
The City received sealed proposals on Thursday, January 19, from two suppliers solicited for providing wood poles, switches, and miscellaneous hardware that will be used on the City's upcoming transmission line project. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors WESCO Distribution, Inc. submitted the lowest responsive and compliant bid in the amount of \$627,810.02. We recommend that the City accept WESCO's proposal and issue a purchase order using the information provided below:

WESCO Distribution, Inc.
334 Atkinson Street
Clayton, North Carolina 27520

If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Jerry L. Ford, Jr., P.E.

JLF/lc

cc: Scott Chunn
Andrea Cline
Ty Barbee

BID TABULATION
Wood Poles, Conductors, and Hardware

City of Concord
Concord, North Carolina

Date: 2:00 PM, January 19, 2023
Bid No. 2566

<u>Bidder</u>	<u>Peak Substations</u>	<u>WESCO</u>
Wood Poles	\$ <u>91,500.00</u>	\$ <u>93,846.06</u>
Delivery	<u>4 Weeks</u>	<u>4 - 6 Weeks</u>
Manufacturer	<u>Matagorda Island</u>	<u>Bridgewell</u>
3-Way GOAB Switch	\$ <u>76,500.00</u>	\$ <u>55,210.93</u>
Delivery	<u>SEECO</u>	<u>5 - 7 Weeks</u>
Manufacturer	<u>SEECO</u>	<u>SEECO</u>
Wire/Conductor	\$ <u>248,750.00</u>	\$ <u>235,965.00</u>
Delivery	<u>2 Days</u>	<u>14 - 16 Weeks</u>
Manufacturer	<u>Southwire</u>	<u></u>
Assembly Hardware	\$ <u>35,239.50</u>	\$ <u>48,115.05</u>
Delivery	<u>2 Weeks</u>	<u>18 Weeks</u>
Manufacturer	<u>Threaded Fastners</u>	<u></u>
Conductor Hardware	\$ <u>35,536.25</u>	\$ <u>27,898.25</u>
Delivery	<u>2 Weeks</u>	<u>13 Weeks</u>
Manufacturer	<u></u>	<u></u>
Pole-Top Hardware	\$ <u>290,252.50</u>	\$ <u>156,411.83</u>
Delivery	<u>18 Weeks</u>	<u>4 - 39 Weeks</u>
Manufacturer	<u>Pupi</u>	<u></u>
Grounding Hardware	\$ <u>20,251.00</u>	\$ <u>10,362.90</u>
Delivery	<u>Chance</u>	<u>2 - 33 Weeks</u>
Manufacturer	<u></u>	<u></u>
TOTAL	\$ <u><u>798,029.25</u></u>	\$ <u><u>627,810.02</u></u>

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

DATE: January 24, 2023

FORMAL BID: Yes- Del 3-Del 4 Tie Underbuild

BID DATE: January 19, 2023

DEPARTMENT: Electric Systems

BIDDERS	AMOUNT	DELIVERY
WESCO	\$627,810.02	39 Weeks
Peak Substations	\$798,029.25	18 Weeks
		n/a
		n/a
		n/a

RECOMMENDATION: WESCO

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris Digitally signed by Alex Burris
Date: 2023.01.25 08:01:21 05'00" DATE: _____

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2023.01.27 09:01:34 -05'00" DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2023.01.27 09:01:34 -05'00" DATE: _____

COMMENTS: _____

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2023.01.27 09:01:34 -05'00" DATE: _____

COMMENTS: _____



November 8, 2022,

Site Name: Dt Concord

Site ID: 69038

Dear Rusty,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

Criteria for Cell Site Retention

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** \$2,813.00 per month, commencing on (December 1, 2022)
- **New Rent Escalator:** Ten Percent (10%) every 5 years (next increase on December 1, 2027)
- **Additional Renewal Terms:** Seven (7) additional five (5) year renewal terms (November 30th, 2062)

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to **November 15, 2022**.

Sincerely,

Xiomara Salazar
Lease Consultant
Lease Optimization - CENREV

0 469.854.0100

180 Washington Valley Road, Bedminster, NJ 07921

January 4, 2023

01222-0007

Crystal Scheip, EI
Project Manager
City of Concord
635 Alfred Brown Jr. Court SW
Concord, NC 28026

RE: US HWY 29 Water Booster Pump Station
Contract Amendment No. 2– Additional Design Services

Dear Mrs. Scheip:

The City has requested design changes to the building exterior and an additional 100% design submittal for Accela review. The original scope included a split face CMU building. The requested exterior building features include siding, fake windows, and an awning. The City also requested exterior renderings for various options and an additional plans sheet for building elevations. Design changes noted in 90% redesign review meeting with the City on November 30, 2022, will require additional design efforts. The effort for these additional changes such as, change from monorail hoist to bridge crane, addition of pressure sustaining above grade valve assembly, revisions to discharge 16-inch watermain connection. The additional effort for these is included in the Additional 100% Submittal requested fee below. These changes require additional design efforts and 3D modeling efforts.

We propose to perform these additional services for the fee of \$25,000.00, as summarized below. This additional fee is inclusive of efforts related to the building exterior revisions and additional 100% design submittal only related to changes described above. The fee below has been summarized by task.

8020 Tower Point Drive

Charlotte, NC 28227

704.841.2588

Fax 704.841.2567

www.mckimcreed.com

- Building exterior revisions: \$13,000.00
- Additional 100% submittal: \$12,000.00

Please feel free to contact me with any questions.

Respectfully submitted,

McKim & Creed, Inc.



Mike Nixon, PE

Project Manager

SECOND CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into this the 5th day of January, 2023, by and between the City of Concord (hereinafter "City"), and McKim & Creed, Inc., a North Carolina corporation (hereinafter "Contractor"):

WHEREAS, the City and Contractor entered into a Standard Form of Agreement for Professional Services (hereinafter "Contract") dated November 4, 2021 and a Contract Addendum (hereinafter "First Addendum") dated August 18, 2022; and

WHEREAS, the purpose of this Second Contract Addendum is to amend Exhibit A. There has been a change in the fees to be charged to the City by Contractor and an addition to Exhibit A has been prepared to establish the additional fees charged to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Agreement dated November 4, 2021 and the First Addendum dated August 18, 2022 between the parties are hereby amended to add the attached letter dated January 4, 2023 to Exhibit A.

2. All other terms and conditions of the Agreement dated November 4, 2021 and First Addendum dated August 18, 2022 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Contract Addendum as of the day and year first above written.

McKim & Creed, Inc.

By: [Signature]
Printed Name: Michael Nixon, Project Manager
Title

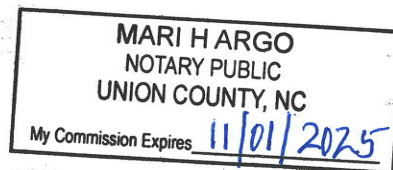
Union COUNTY
STATE OF North Carolina

I, Mari H. Argo, a Notary Public in and for Union County and State of North Carolina, do hereby certify that Michael Nixon, as employee of McKim & Creed, Inc., personally appeared before me this day and acknowledged to me that he/she is the Project Manager and that he/she has authority to sign on behalf of the company and that he/she voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the Jan. 5th, 2023.

My Commission Expires: 11/05/2025

[Signature]
Notary Public



CITY OF CONCORD

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

ATTEST BY:

Kim J. Deason, City Clerk

APPROVED AS TO FORM


VaLerie Kolczynski, City Attorney

Preliminary Application – Extension of Concord Utilities outside Concord City Limits

(Please type or print in black ink)

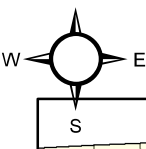
1. Name of development: N/A
2. Name and address of owner(s)/developer(s): Britt N. Caulder
5117 Roberta Rd. Concord, NC 28027
0926 (H)
3. Owner(s)/developer(s) telephone: 704 652-8473(e) Fax: _____
4. Name and address of surveyor/engineer: _____
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____
7. Name and address of person to whom comments should be sent: Britt N. Caulder
5117 Roberta Rd. Concord NC 28027
0926 (H)
8. Telephone number of person to whom comments should be sent: 704 652 8473 (e)
Fax: _____
9. Location of property: 5117 Roberta Rd. Concord NC 28027
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: Residential
12. Total acres: 1.5 Total lots proposed: 1
13. Brief Description of development: Existing Single family Home
Currently on old septic system. Desire to have city sewer.
14. Proposed Construction Schedule _____
15. Type of Service requested Sewer Service

1/23/23
Date

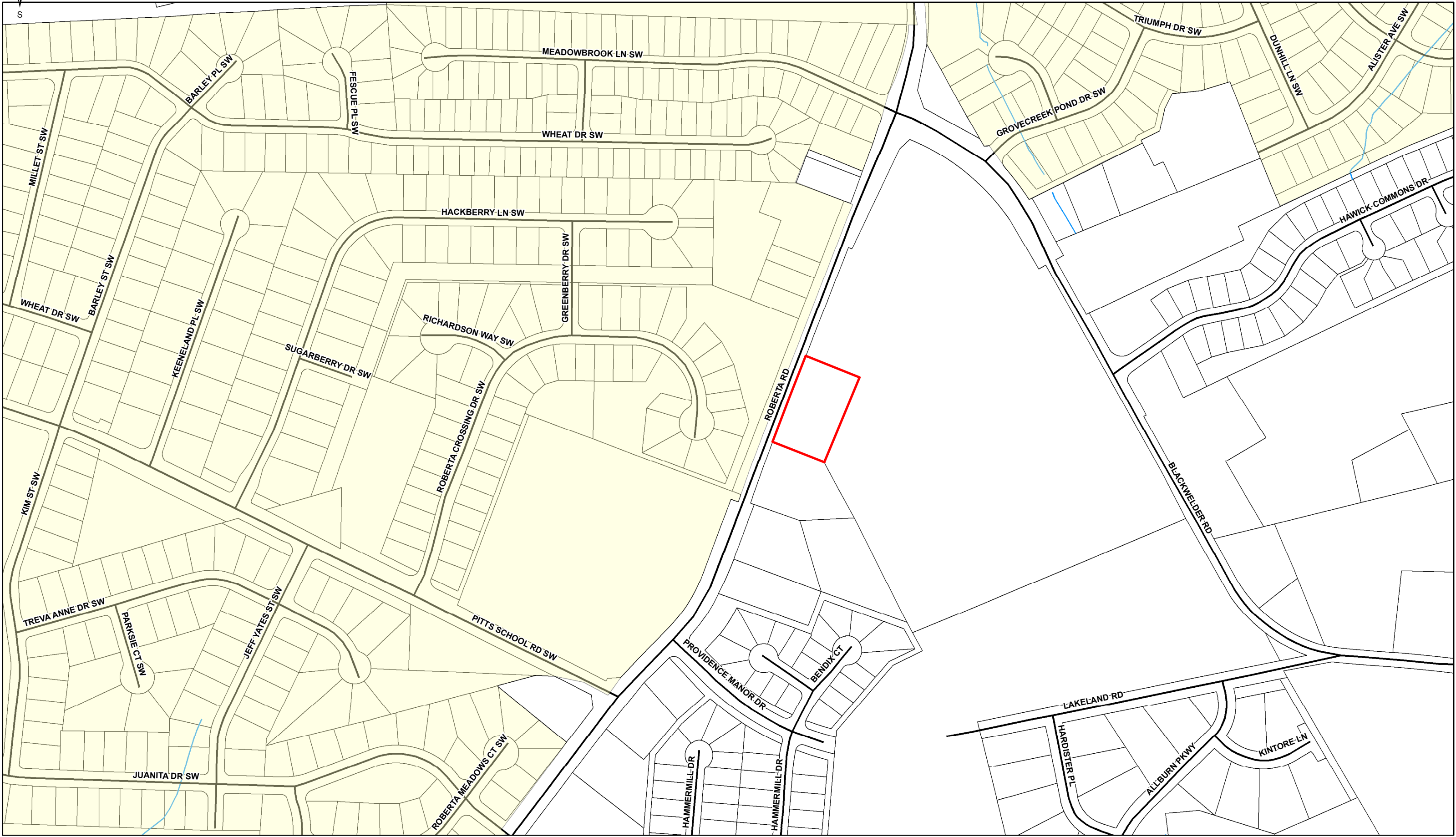

Signature of Owner/Agent
Britt N. Caulder
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____



Preliminary Application



RESOLUTION AUTHORIZING THE SALE OF GOVERNMENTAL PROPERTY

WHEREAS, North Carolina General Statute §157-9 authorizes the City Council in its capacity as Housing Authority (“City”) to convey real or personal property by private sale to a nonprofit corporation if the city or county is authorized by law to appropriate money to the nonprofit corporation; and

WHEREAS, the City owns the following property:

LYING AND BEING in Township Number Twelve (12) of the City of Concord, North Carolina, being a triangular-shaped lot located on the northeast corner of Duval Street NW and Academy Avenue NW and being more particularly described as follows:

Beginning at a set ½” rebar, said rebar being located at the intersection of the right-of-way of Academy Avenue NW (40’ Public R/W) and the right-of-way of Duval Street NW (Variable Public R/W), thence with the right-of-way of Academy Avenue NW (40’ Public R/W), N 47°53’50” E 27.12 feet to a found ½” rebar, said rebar being a common corner with now or formerly Habitat for Humanity Cabarrus County (Deed Bk. 11995, Pg. 269); thence with the property of now or formerly Habitat for Humanity Cabarrus County (Deed Bk. 11995, Pg. 269), S 37°47’44” E 66.71 feet to a set ½” rebar, said rebar being located on the right-of-way of Duval Street NW (Variable Public R/W); thence with the right-of-way of Duval Street NW (Variable Public R/W), N 60°29’16” W 70.10 feet to the POINT AND PLACE OF BEGINNING and containing 0.021 Acres and is shown on a map titled, “0.458 Acres – Academy Avenue NW” dated January 5, 2021 by NorStar Land Surveying, Inc. and is attached as Exhibit A for further reference.

WHEREAS, North Carolina General Statutes §157-9 authorizes the City Council, in its capacity as the Housing Authority, to sell real property or any interest therein to any person, firm, corporation, municipality, city, or government for a public use and are subject to such covenants, conditions, and restrictions as may be deemed to be in the public interest or to carry out a public purpose; and

WHEREAS, North Carolina General Statutes §157-9, the Housing Authorities Law, authorizes municipalities to make appropriations for affordable housing; and

WHEREAS, the City has negotiated with Habitat for Humanity Cabarrus County (“Buyer”) to convey the Properties to the North Carolina non-profit corporation for the purpose of constructing affordable housing; and

WHEREAS, the construction of affordable housing will assist the City in meeting the needs of low- and moderate-income households; and

WHEREAS, on December 21, 2022, the City received an Offer to Purchase the Properties from the Buyer for \$2,717.28; and

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

1. The City Council accepts the offer described above pursuant to North Carolina General Statute § 157-9.
2. The final sale shall include the following terms:
 - a. The City will convey, in fee simple determinable title, 0.021 Acres and is shown on a map titled, “0.458 Acres – Academy Avenue NW” dated January 5, 2021 by NorStar Land Surveying, Inc. as stated in the Agreement for Purchase and Sale of Real Property.
 - b. The City will convey 0.021 Acres and is shown on a map titled, “0.458 Acres – Academy Avenue NW” dated January 5, 2021 by NorStar Land Surveying, Inc. subject to all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record, along with the contingency of the affordability restrictions and all related conditions to the sale.
 - c. The closing shall take place on or before February 28, 2023, unless otherwise agreed by the parties.

3. The consideration for the conveyance is \$2,717.28 and the following set of conditions, covenants, and restrictions, which shall be incorporated in the deed given by the City of Concord to the Habitat for Humanity Cabarrus County, Inc.:
 - a. Subject to the existing rights of way for Duval Street NW and Academy Avenue NW
4. The City Attorney is directed to take all necessary steps to complete the transfer of the property. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 0.021 Acres and is shown on a map titled, "0.458 Acres – Academy Avenue NW" dated January 5, 2021 by NorStar Land Surveying, Inc. in accordance with this resolution.

Adopted this 9th day of February 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

2023 Community Waste Reduction and Recycling Grant Program

REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling (CWRAR) grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. Applicants should carefully read this entire RFP prior to submitting a proposal.

Contact: Sandy Skolochenko
919-707-8147
sandy.skolochenko@ncdenr.gov

Grant Funding: Up to \$30,000 for Standard Projects
Up to \$40,000 for Priority Projects

Proposals Due: February 16, 2023 by 5:00pm

Cash Match: 20% of grant award

Project Period: July 1, 2023 – June 30, 2024

What Types of Projects are Eligible?

DEACS seeks viable, well-planned proposals from local governments in North Carolina for projects that will initiate, expand, or improve waste reduction and recycling programs. Grant money may be used to help purchase physical infrastructure or equipment to divert materials from the waste stream, or to purchase, print and distribute educational materials to inform the public about waste reduction and/or recycling programs.

Priority Project Grants – *Eligible for up to \$40,000 in grant funding*

Priority Project Grants support investments in public recycling program areas that have been determined by DEACS to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

2023 CWRAR Priority Projects include:

- Implement new or expand existing curbside recycling programs or help transition a curbside recycling program from collection using bins or blue bags to a cart-based collection system.
- Conduct outreach enforcement efforts (e.g., tagging program) to reduce contamination in the recycling stream and improve material quality. If seeking funding for educational enforcement efforts, please see additional provisions in the Special Requirements section.
- Establish or expand glass recycling collection. To qualify as a Priority Project, the community must collect glass to be recycled by a downstream glass recycling processor, not to be sent for end-use applications such as aggregate or daily cover.
- Implement new permanent Household Hazardous Waste (HHW) programs. To qualify as a Priority Project, the permanent HHW program must be open to the public at least four (4) separate days during any given fiscal year.

Standard Project Grants – Eligible for up to \$30,000 of grant funding

Standard Project Grants include any projects that increase or enhance public waste reduction and recycling but fall outside of the 2023 priorities. Standard Projects may include but are not limited to drop-off recycling infrastructure, vehicles and infrastructure for recycling collection or consolidation, education and outreach initiatives, construction and demolition recycling, electronics recycling, or recycling of specialty wastes such as fluorescent bulbs, motor oil, cooking oil, batteries, or latex paint.

Food Waste Projects

All projects related to food waste collection, donation or recycling are encouraged to apply for the special [Food Waste Reduction grant](#) that will be announced in October of 2022.

Eligible and Ineligible Expenses

Examples of *approved uses* of CWRAR grant funds include site development costs, construction of facilities to handle recyclable materials, equipment or vehicle purchases, equipment installation costs, and educational materials such as signs, mailers, handouts or brochures.

Grant funds *may not be used* for employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

How Grant Funds Work

All CWRAR grant funds are distributed on a reimbursement basis. Purchases must be made during the grant contract period and requests for reimbursement can be made after the grantee has completed and paid for grant purchases. State and local sales taxes are not reimbursable and should be excluded from grant expenditure totals. DEACS will continue to reimburse grantees until 90% of the award amount has been expended, withholding 10% of funds until receipt of an approved final report.

Available Funding

Standard Project: Applicants may request any amount of grant funding up to a maximum of **\$30,000**.

Priority Project: Applicants may request any amount of grant funding up to a maximum of **\$40,000**.

Cash Match

CWRAR grants require a cash match of at least 20 percent of the requested grant funding. For example, a grantee requesting a \$20,000 grant must match at least \$4,000 with local funds for a total project cost of \$24,000. Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

To calculate the necessary cash match for any grant project, determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match.

Contract Period:

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (NCDEQ). The resultant grant contract period is generally one year and intended to align with the local government fiscal year beginning July 1, 2023 and ending June 30, 2024. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and NCDEQ. Extensions are possible but not guaranteed. All purchases must be made within the grant contract period. Any purchases made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.

Who is Eligible?

Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR grant program.

Former CWRAR grantees are eligible to apply. Applicants with an open 2022 CWRAR grant contract must have invoiced for 90% of eligible grant funds by the proposal due date (February 16, 2023). Proposals will not be accepted from applicants with an open CWRAR grant from cycles prior to 2022. Applicants with open grants from other programs (e.g., Abandoned Manufactured Home Grants, Glass Equipment Infrastructure) are eligible to apply if open grants are in good standing and expected to be completed on time.

Federal and state agencies, universities and colleges, and non-profit organizations *are not eligible for funding* through this grant program. Public schools are not eligible for funding through this grant program; however, local governments may apply for funding to support public school recycling projects - see Special Requirements section below.

Conditions on Submittals

- *Only one proposal per eligible entity will be accepted.* Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply.
- Joint projects are encouraged in which two or more local governments partner on a project and contribute funding. Any local government participating in a joint project proposal may not submit additional proposals.
- Proposals will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

How to Submit Proposals:

One electronic copy of the proposal must be submitted by email to sandy.skolochenko@ncdenr.gov. Receipt of all acceptable proposals will be acknowledged by email. *If you do not receive a confirmation, contact Sandy Skolochenko at 919-707-8147 as soon as possible.* It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost proposals after the due date.

Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

Proposal Due Date:

Proposals must be received by DEACS by 5:00 p.m. on Thursday, February 16, 2023. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

Word of Advice for Grant Writing:

Available funding is limited, and it is anticipated that the 2023 CWRAR grant round will be highly competitive. For this reason, it is important that projects seeking grant funding be well thought out and well planned, and that applicants provide all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Applicants are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@ncdenr.gov to discuss potential grant projects prior to submitting a proposal.

Required Proposal Format:

The following outline indicates what applicants *must* include in their proposal for it to be considered complete. Proposals that fail to provide all the required information or that fail to follow this format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Email address
- Date of Proposal Submittal
- General Requirements: see General Requirements section below for more information
 - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.
 1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds. If the project will implement a new recycling program or improve an existing recycling program, provide a list of the recyclable materials that will be accepted and indicate where will they be taken for processing or marketing.
(Planning: 0-20 points; Priority Project: 0-10 points)
 2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will financially and operationally sustain the project after the grant ends.
(Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
 3. How does the proposed project address a specific recycling need for the community? Will the grant project create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?
(Demonstration of Need: 0-20 points)
 4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?
(Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
 5. Estimate the number of tons of waste expected to be reduced annually as a result of the proposed project. Explain how you came up with the estimate.
(Waste Reduction Impact: 0-25 points)
 6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.
(Joint Effort: 0-5 points)

- **Special Requirements:** Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section below.
- **Project Timeline:** Simple bulleted list showing approximate dates for major project milestones. Timeline must begin on or after July 1, 2023 and project must be complete by June 30, 2024. Please follow the example below:
 - ✓ November 1, 2023: Carts and educational materials purchased and commercial recycling program launched (*adjust based on proposed project*)
 - ✓ May 31, 2024: Submit all invoices and draft Final Report to DEACS (*required*)
 - ✓ June 30, 2024: Submit Final Report to DEACS (*required*)
- **Project Budget:** Please submit a table following the example below. Table should include an itemized list of intended expenditures and estimated costs. Total row should reflect the total project cost with breakdown of grant funds requested from the state and amount of matching funds to be provided by the applicant. Applicant Cash Match must be at least 20% of State Grant Award.

Project Elements	Estimated Cost		
Recycling Carts for Commercial Recycling Program	\$ 10,500		
Labels for Carts and Signs for Recycling Sites	\$ 900		
Program Brochures (Printing)	\$ 600		
	Total Project Cost	State Grant Award	Applicant Cash Match
Total Project Budget	\$ 12,000	\$ 10,000	\$ 2,000

* *State and local sales taxes are not reimbursable expenditures and should not be included as part of grant budgets.*

General Requirements – for all applicants

- Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR grants will not be awarded to applicants that do not have recycling services for cans, bottles, and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services.

Special Requirements – only for applicants seeking funding for recycling education, school recycling, electronics recycling, or away-from-home recycling projects

Special Requirements for Recycling Education/Enforcement Projects

1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant proposal is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant proposal.
2. If the grant proposal is for regional outreach materials, a letter of agreement and support must be provided by each participating local government or entity. Each participating entity should establish and provide a designated recycling contact for project coordination.
3. Identify the primary message of the outreach effort.
4. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. <https://deq.nc.gov/conservation/recycling/general-recycling-information/customized-outreach-materials>
5. Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads. Are your materials dependent on words or images?
6. Acknowledge that you will adhere to the following if the grant is awarded:
 - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.
 - Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing. It is often helpful to submit an initial draft for early feedback.
 - Post your community's accepted recyclables list online.
 - Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.

Special Requirements for Public School Recycling Projects

1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project.
2. List all the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity.
3. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the name and title of a designated recycling contact for each.
4. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g., classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
5. Indicate who will be responsible for emptying the recycling containers (e.g., custodian / cleaning staff, teachers, students, student groups, etc.).
6. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

Special Requirements for Electronics Recycling Projects

Any community seeking grant funds to support an electronics recycling program must make themselves eligible to receive funds distributed from the state's Electronics Management Program. More information available at: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>.

Applicants should indicate if they are already eligible and have received Electronics Management Fund distributions in the past.

- If so, explain how those funds have been used and how the community intends to use the funds that will be distributed in February 2023 and February 2024.
- If not, explain how the community will make themselves eligible to receive funds and how they intend to use funds that will be distributed in February 2023 (if applicable) and February 2024.

Note: municipal applicants may decide whether or not to request Electronics Management Funds directly or allow the county to receive funds. If the county will be receiving funds, please explain the electronics recycling partnership with the county government.

Special Requirements for Away-From-Home Recycling Projects:

Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, grant funding may be applied only to the recycling portion and the grantee will be responsible for covering the full cost of the waste portion. For example, if a community purchases a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,200, only the recycling portion (\$600) may be included as an eligible grant expenditure. Grant funds would cover \$500 and the grantee would cover \$100 to meet the 20% match. If seeking funding for an away-from-home recycling project, please indicate whether any of the containers will be used to collect waste (garbage) that will be disposed in a landfill.

Applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal.

How are Proposals Evaluated?

A selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2023.

Award Criteria:

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals.

1. **Demonstration of Need (0-20 points):** Does the proposed project address a specific equipment, educational, or infrastructure need for the community?
2. **Planning (0-20 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry best management practices?
3. **Waste Reduction Impact (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream, or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service, or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points):** One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. **Priority Project (0-10 points):** Is the project seeking funding for a Priority Project Grant? To what extent does the project support investments in one of the Priority Project Grant categories?

If a Proposal is Selected for Funding

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2023. Upon consideration of the proposals received, DEACS reserves the right to award grant amounts that are lower than the amount requested by an applicant.

DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- Successful applicants will be required to:
 - Provide their federal tax ID number.
 - Register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system or confirm/update your existing registration, please visit the following link: <http://eprocurement.nc.gov/>.
 - Submit a Conflict of Interest Policy using the following template or submitting a copy of your organization's existing policy: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments#Forms>.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.

- DEACS will submit a request through the NCDEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. Final report guidelines are available at: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests. The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget. *Successful applicants that make purchases before a grant contract is signed by both NCDEQ and the grant recipient will not be reimbursed.*
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended, withholding 10 percent of grant funds until receipt of an approved final report. The final report must be received and approved prior to the end date of the contract.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.

ORD.

GRANT PROJECT ORDINANCE
2023 FAMILY SELF SUFFICIENCY PROGRAM GRANT

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

SECTION 1. The project authorized is the Family Self Sufficiency Program grant, which is a program to provide supportive services to Public Housing and Housing Choice Voucher Family Self-Sufficiency participants in an effort to achieve economic self-sufficiency.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the U.S. Department of Housing and Urban Development.

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

		<u>Current</u>	<u>Amended</u>	<u>Increase</u>
2023 FSS REVENUE	697-4703407	\$0	\$64,000	\$64,000
	697-4703407			
	Total Revenue			\$64,000

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

		<u>Current</u>	<u>Amended</u>	<u>Increase</u>
FICA	9109-5181000	\$0	\$3,000	\$3,000
	9109-5181000			
Retirement-General	9109-5182000	\$0	\$5,000	\$5,000
	9109-5182000			
Group Insurance	9109-5183000	\$0	\$17,800	\$17,800
	9109-5183000			
401K Contribution	9109-5187000	\$0	\$1,000	\$1,000
	9109-5187000			
Administrative Salaries	9109-5411000	\$0	\$37,200	\$37,200
	9109-5411000			
	Total Expenditures			\$64,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of February 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

<u>Agency</u>	<u>Proposed Usage Based on increased Need.</u>	<u>CARES Act Request</u>
Big Brothers /Big Sisters	Create training and documents for five (5) distribution events to help educate families on COVID and COVID resources. Staff will also distribute COVID tests kits at events.	\$1,914.00
El Puente	Connect the Latino community with local resources to bridge the service gap related to linguistically and culturally appropriate COVID related information and resources. This will be done through a Community Health Worker to assist with bringing COVID related needs and education to marginalized neighborhoods along with Resource and Health Fair events.	\$28,000.00

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Approp	6,637,533	6,640,033	2,500
Total				2,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	4,160	6,660	2,500
Total				2,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Fulltime Funkytown to assist with the youth cooking summer camp program.

Adopted this 9th day of February, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2023, by Sycamore at Christenbury, LLC, a Delaware limited liability company, whose principal address is Rodney Sq. 1000 N. Kings Street, Wilmington, NC 19801 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

W I T N E S S E T H:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 2435-2475 Atlantic Cedar Rd., 9425-9505 Bradford Pear Ln, 2510-2524 Silverbell Ln., and 2508-2525 Sycamore Farms Dr., Concord, NC, Cabarrus County Property Identification Number (PIN): 4589-37-7469. Being the land conveyed to Grantor by deed recorded in Book and Page 14787/56 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely 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 Access Easement and Maintenance Easement Dedication Plat Sycamore at Christenbury" and labeled "SCM Access Easement and Maintenance Easement #1 41,617 SF / 0.9554 AC (Not including Access Area) (1/6, 3/6, 4/6 and 6/6)" and "SCM Access and Maintenance #2 45,684 SF / 1.049 AC (1/6 and 5/6)"**, 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 Access Easement and Maintenance Easement Dedication Plat Sycamore at Christenbury" and labeled "SCM Easement #1 38,566 SF / 0.8854 AC (Not Including SCM & Maintenance Area) (1/6, 2/6, 3/6 and 4/6)" and SCM Access Easement #2 67,754 SF / 1.555 AC (1/6, 2/6 and 5/6)" to Cox Mill Road 90' Public RW MB 49 PG 66**, 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 I 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 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 Plans and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor 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 _____, 2023 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 _____, 2023 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:

Sycamore at Christenbury, LLC,
a Delaware limited liability company

By: *Samuel Switzenbaum*
Name: Samuel Switzenbaum

Title Manager, President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Kelsey Harris, a Notary Public of the aforesaid County and State, do hereby certify that SAM SWITZENBAUM personally appeared before me this day and acknowledged that he/she is the Manager/President of Sycamore at Christenbury, LLC, a Delaware limited liability company and that he/she as _____ being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 24 day of January, 2023.

Kelsey A. Harris
Notary Public
My commission expires: 2/13/2027



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 _____, 2023.

Notary Public _____
My commission expires: _____



MEMORADUM

DATE: Tuesday, December 20, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Odell Corners Residential Townhomes PH 2 MP 1
 PROJECT NUMBER: 2018-013B
 DEVELOPER: Odell 73 Investments, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-110
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
8-inch in LF	15.00
8-inch Valves	1



MEMORADUM

DATE: Tuesday, January 03, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Rooms to Go
 PROJECT NUMBER: 2019-023
 DEVELOPER: Concord-Oriole Properties, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
8-inch in LF	884.00
8-inch Valves	3
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	771.00
Manholes as EA	5



MEMORADUM

DATE: Friday, January 20, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Aviation Industrial
 PROJECT NUMBER: 2021-049
 DEVELOPER: SL Aviation BLVD LLC, C/O The Silverman Group
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
8-inch in LF	44.00
8-inch Valves	1



MEMORADUM

DATE: Wednesday, December 21, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Copart, Inc-Concord Speedway
 PROJECT NUMBER: 2020-081
 DEVELOPER: Copart, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
12-inch in LF	425.00
12-inch Valves	3
8-inch in LF	5.00
8-inch Valves	1
Hydrants	1



MEMORADUM

DATE: Tuesday, January 03, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Concord Electrical Operations Center
 PROJECT NUMBER: 2020-090
 DEVELOPER: City of Concord - Electric
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
8-inch in LF	25.00
8-inch Valves	1
Hydrants	3



MEMORADUM

DATE: Wednesday, January 04, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Odell Corners Phase 1-Commercial
 PROJECT NUMBER: 2018-013A
 DEVELOPER: Odell 73 Investments, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
12-inch in LF	1843.00
12-inch Valves	5
8-inch in LF	334.00
8-inch Valves	3
6-inch in LF	52.00
6-inch Valves	2
Hydrants	5

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1117.00
Manholes as EA	9



MEMORADUM

DATE: Tuesday, January 17, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Piper Landing Subdivision PH 1 MP 1
 PROJECT NUMBER: 2020-017
 DEVELOPER: M/I Homes of Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 189-208, 222-224, 226-229, 242-244
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, February 09, 2023
 ONE-YEAR WARRANTY DATE: Friday, February 09, 2024

Water Infrastructure	Quantity
8-inch in LF	3555.00
8-inch Valves	12
Hydrants	5

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2558.00
Manholes as EA	19

BK 45 17 15

LEGEND

- ⊙ IPF - IRON PIPE FOUND
- IRF - IRON ROD FOUND
- IRS - IRON ROD SET
- CMF - CONCRETE MONUMENT
- ⊠ MNF - MAG NAIL FOUND
- ⊙ CP - COMPUTED POINT
- TYP - TELEVISION PEDESTAL
- DB - DEED BOOK
- PB - PLAT BOOK
- PG - PAGE
- SF - SQUARE FEET
- PSDE - PRIVATE STORM DRAINAGE EASEMENT
- COS - COMMON OPEN SPACE
- GPUE - GENERAL PUBLIC UTILITY EASEMENT
- DEED LINE
- PROPERTY SETBACK
- UTILITY EASEMENT
- ADJOINER LINE
- OHP — OVERHEAD POWER LINE
- G — PAINTED GAS LINE
- ⊙ MH WATER STORM INLET
- POWER POLE
- ⊠ ELECTRIC BOX
- ⊠ TELEPHONE PEDESTAL
- < GUY

THE FOLLOWING INFORMATION WAS USED TO PERFORM GPS SURVEY:

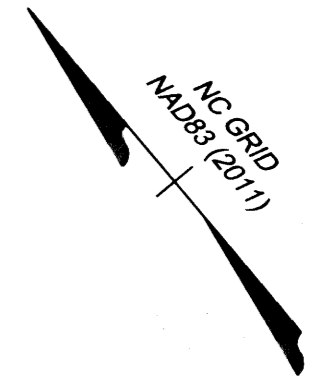
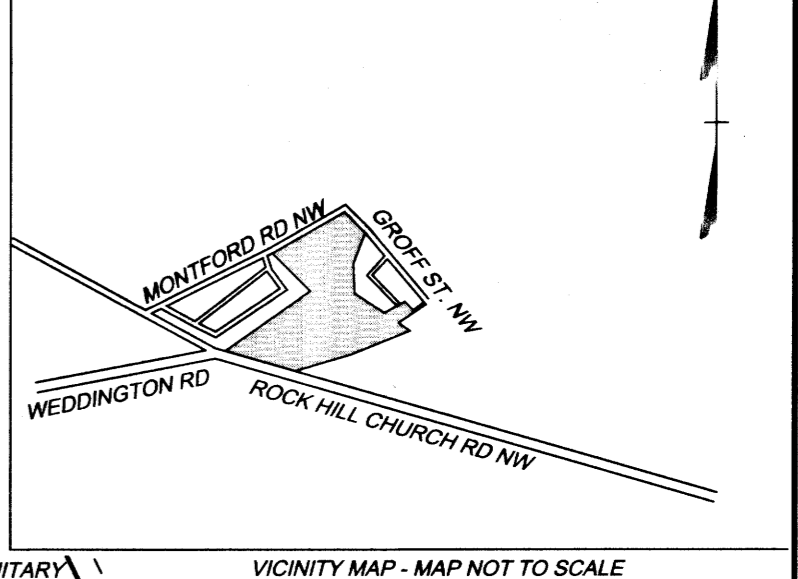
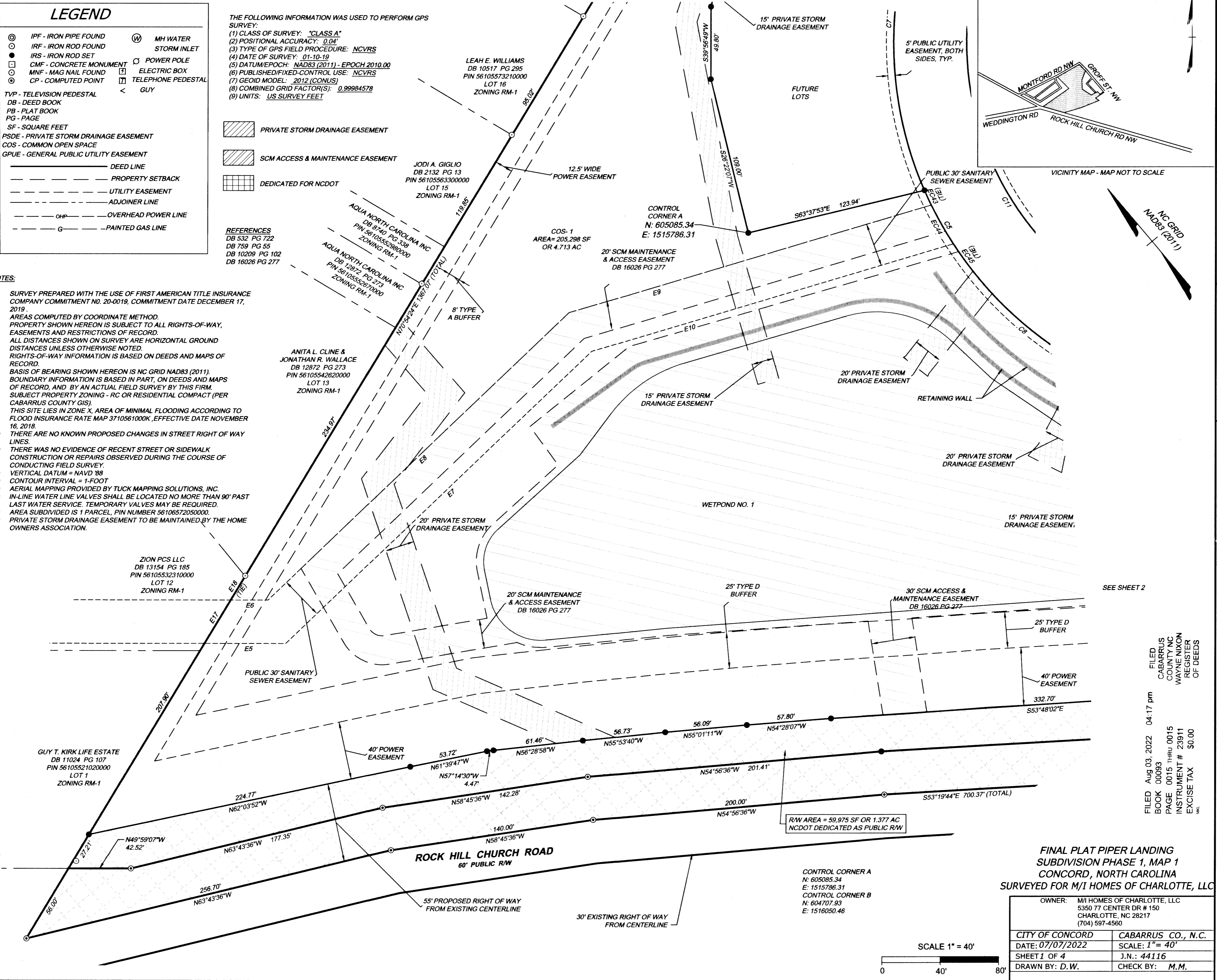
- (1) CLASS OF SURVEY: "CLASS A"
- (2) POSITIONAL ACCURACY: 0.04'
- (3) TYPE OF GPS FIELD PROCEDURE: NCVRS
- (4) DATE OF SURVEY: 01-10-19
- (5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00
- (6) PUBLISHED/FIXED CONTROL USE: NCVRS
- (7) GEOID MODEL: 2012 (CONUS)
- (8) COMBINED GRID FACTOR(S): 0.99984578
- (9) UNITS: US SURVEY FEET

- PRIVATE STORM DRAINAGE EASEMENT
- SCM ACCESS & MAINTENANCE EASEMENT
- DEDICATED FOR NCDOT

REFERENCES
 DB 532 PG 722
 DB 759 PG 55
 DB 10209 PG 102
 DB 16026 PG 277

- NOTES:
- 1) SURVEY PREPARED WITH THE USE OF FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 20-0019, COMMITMENT DATE DECEMBER 17, 2019.
 - 2) AREAS COMPUTED BY COORDINATE METHOD.
 - 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
 - 4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
 - 6) BASIS OF BEARING SHOWN HEREON IS NC GRID NAD83 (2011).
 - 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL FIELD SURVEY BY THIS FIRM.
 - 8) SUBJECT PROPERTY ZONING - RC OR RESIDENTIAL COMPACT (PER CABARRUS COUNTY GIS).
 - 9) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAP 3710561000K, EFFECTIVE DATE NOVEMBER 16, 2018.
 - 10) THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.
 - 11) THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED DURING THE COURSE OF CONDUCTING FIELD SURVEY.
 - 12) VERTICAL DATUM = NAVD 88
 - 13) CONTOUR INTERVAL = 1-FOOT
 - 14) AERIAL MAPPING PROVIDED BY TUCK MAPPING SOLUTIONS, INC.
 - 15) IN-LINE WATER LINE VALVES SHALL BE LOCATED NO MORE THAN 90' PAST LAST WATER SERVICE. TEMPORARY VALVES MAY BE REQUIRED.
 - 16) AREA SUBDIVIDED IS 1 PARCEL, PIN NUMBER 56106572050000.
 - 17) PRIVATE STORM DRAINAGE EASEMENT TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

Y:\90744116-GradyResidential\DWG\PHASE 1A\44116-907V-PIPER-LANDING-PH1A.dwg | Plotted on 7/7/2022 10:12 AM | by David Wilson

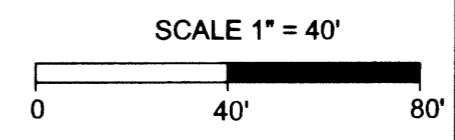


SEE SHEET 2

FILED
 CABARRUS COUNTY NC
 WAYNE NIXON REGISTER OF DEEDS
 FILED Aug 03, 2022 04:17 pm
 BOOK 00093
 PAGE 0015 THRU 0015
 INSTRUMENT # 23911
 EXCISE TAX \$0.00

FINAL PLAT PIPER LANDING SUBDIVISION PHASE 1, MAP 1 CONCORD, NORTH CAROLINA SURVEYED FOR M/I HOMES OF CHARLOTTE, LLC

OWNER:	M/I HOMES OF CHARLOTTE, LLC 5350 77 CENTER DR # 150 CHARLOTTE, NC 28217 (704) 597-4560
CITY OF CONCORD	CABARRUS CO., N.C.
DATE: 07/07/2022	SCALE: 1" = 40'
SHEET 1 OF 4	J.N.: 44116
DRAWN BY: D.W.	CHECK BY: M.M.



THIS DRAWING PREPARED AT THE
CHARLOTTE OFFICE
 610 E. Northside St., Suite 250 | Charlotte, NC 28202
 TEL 704.376.1111 | FAX 704.376.1115
 www.timmons.com
 NORTH CAROLINA LICENSE NUMBER C-1652

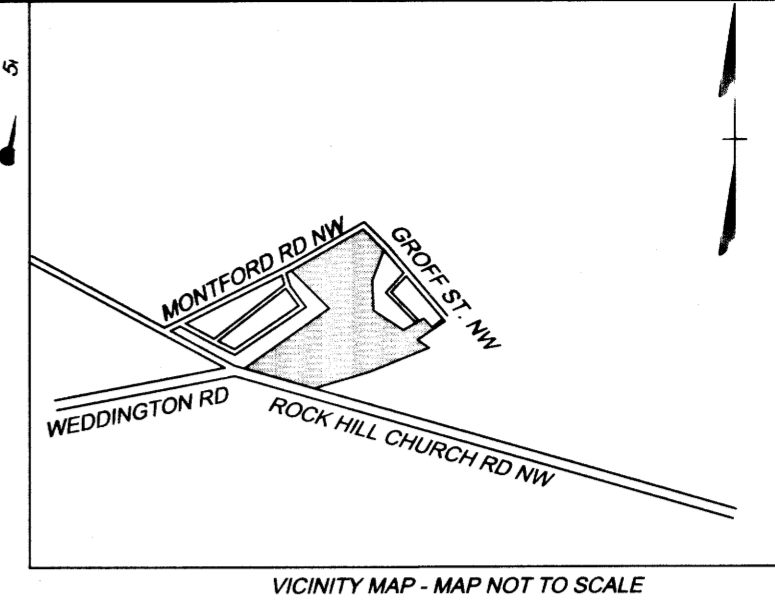
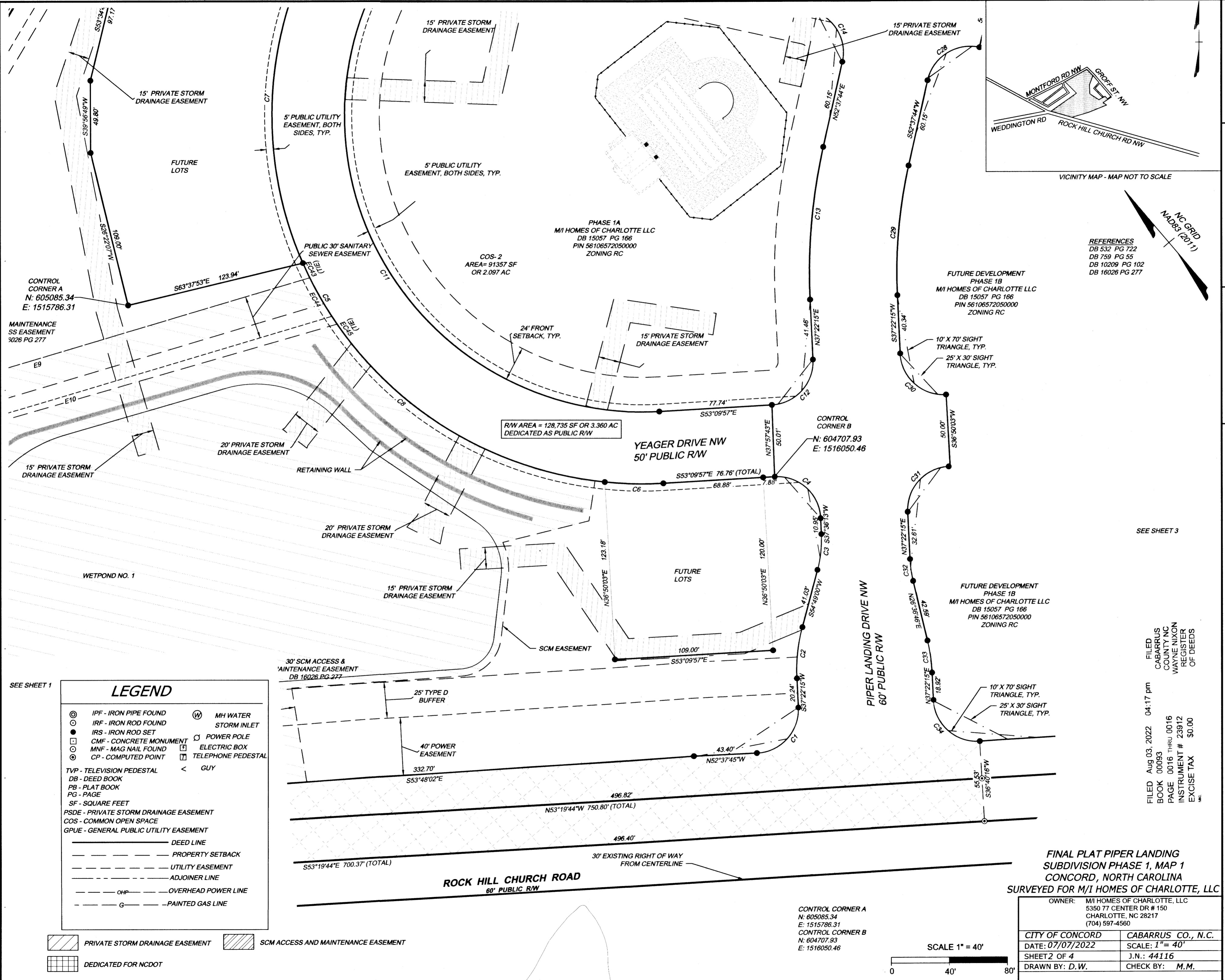
TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

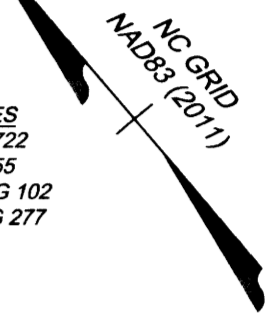
Site Development Residential Infrastructure Technology

BK 401714

Y:\90744116-Grady\Residential\DWG\PHASE 1A\44116-907V-PIPER-LANDING-PH1A.dwg | Plotted on 7/7/2022 10:12 AM | by David Wilson



REFERENCES
 DB 532 PG 722
 DB 759 PG 55
 DB 10209 PG 102
 DB 16026 PG 277



SEE SHEET 1

LEGEND

⊙	IPF - IRON PIPE FOUND	⊙	MH WATER STORM INLET
●	IRF - IRON ROD FOUND	⊙	POWER POLE
—	IRS - IRON ROD SET	⊙	ELECTRIC BOX
⊠	CMF - CONCRETE MONUMENT	⊠	TELEPHONE PEDESTAL
⊙	MNF - MAG NAIL FOUND	⊠	GUY
⊙	CP - COMPUTED POINT		

TVP - TELEVISION PEDESTAL
 DB - DEED BOOK
 PB - PLAT BOOK
 PG - PAGE
 SF - SQUARE FEET
 PSDE - PRIVATE STORM DRAINAGE EASEMENT
 COS - COMMON OPEN SPACE
 GPUE - GENERAL PUBLIC UTILITY EASEMENT

---	DEED LINE
---	PROPERTY SETBACK
---	UTILITY EASEMENT
---	ADJOINER LINE
---	OHP - OVERHEAD POWER LINE
---	G - PAINTED GAS LINE

	PRIVATE STORM DRAINAGE EASEMENT		SCM ACCESS AND MAINTENANCE EASEMENT
	DEDICATED FOR NCDOT		

SEE SHEET 3

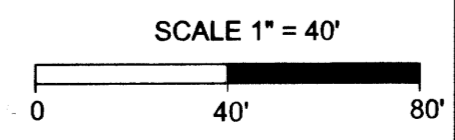
FILED
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS

FILED Aug 03, 2022 04:17 pm
 BOOK 00093
 PAGE 0016 THRU 0016
 INSTRUMENT # 23912
 EXCISE TAX \$0.00

FINAL PLAT PIPER LANDING SUBDIVISION PHASE 1, MAP 1 CONCORD, NORTH CAROLINA SURVEYED FOR M/I HOMES OF CHARLOTTE, LLC

OWNER: M/I HOMES OF CHARLOTTE, LLC 5350 77 CENTER DR # 150 CHARLOTTE, NC 28217 (704) 597-4560	
CITY OF CONCORD	CABARRUS CO., N.C.
DATE: 07/07/2022	SCALE: 1" = 40'
SHEET 2 OF 4	J.N.: 44116
DRAWN BY: D.W.	CHECK BY: M.M.

CONTROL CORNER A
 N: 605085.34
 E: 1515786.31
 CONTROL CORNER B
 N: 604707.93
 E: 1516050.46



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CHARLOTTE OFFICE
 610 E. Morehead St., Suite 250, Charlotte, NC 28202
 TEL: 704.376.1073 FAX: 704.376.1076 www.timmons.com
 NORTH CAROLINA LICENSE NUMBER C-1652

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Technology
 Infrastructure
 Residential
 Site Development

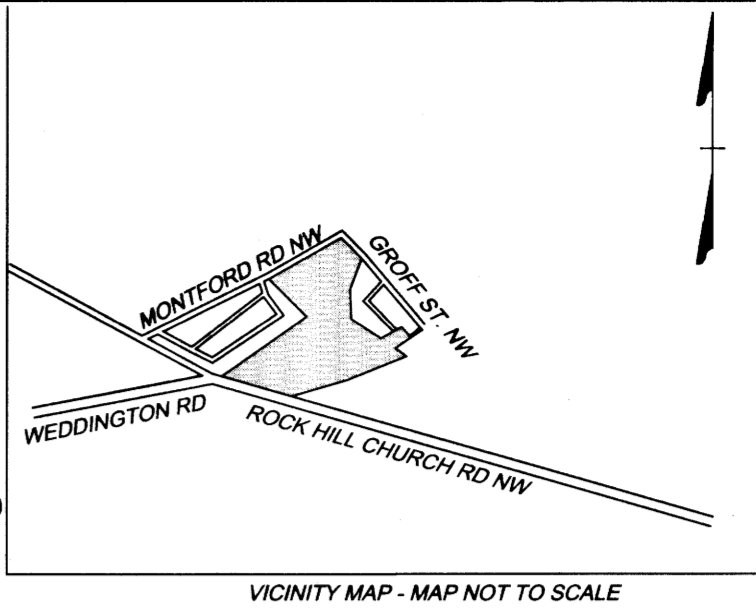
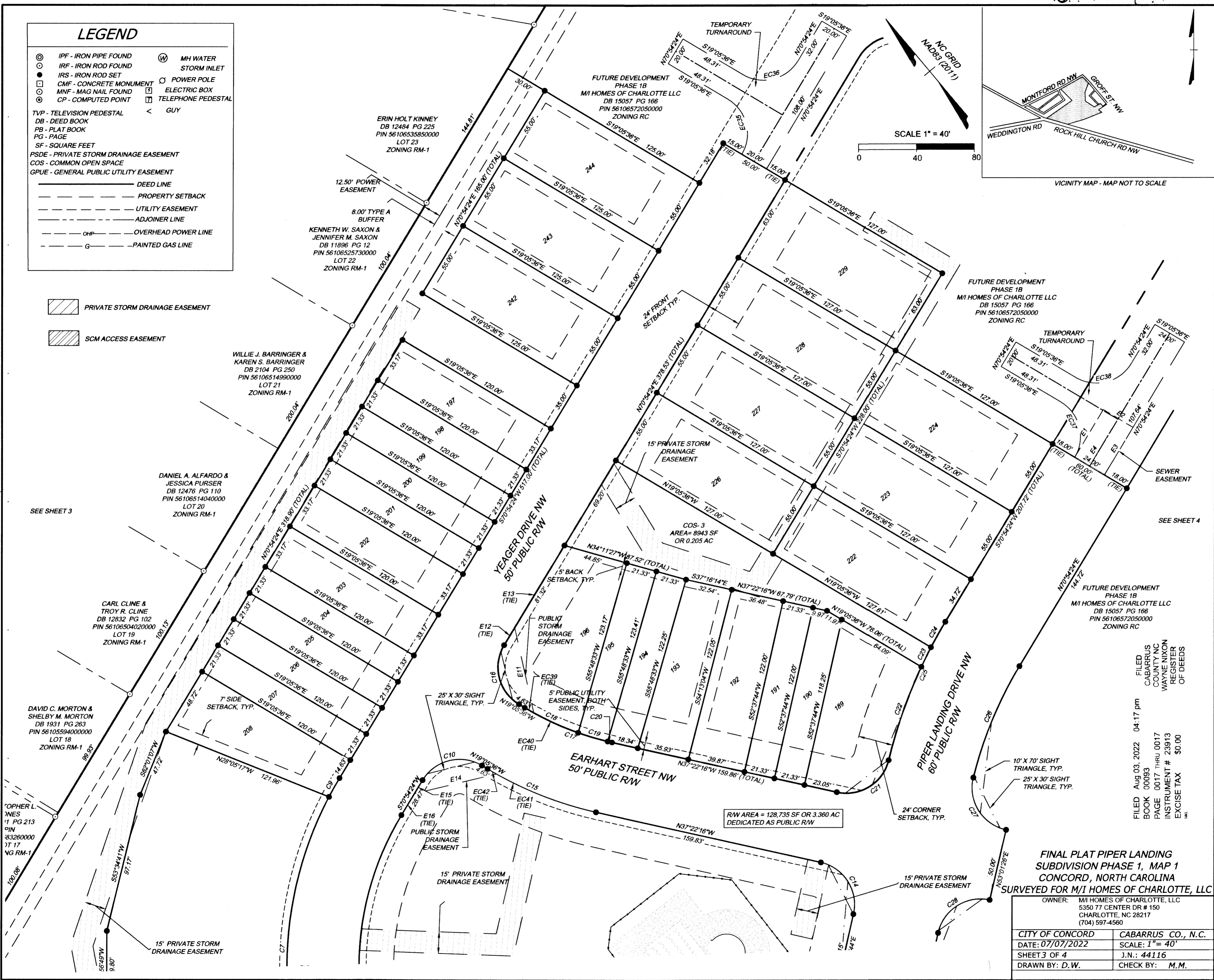
bh 10/17

LEGEND

- ⊙ IPF - IRON PIPE FOUND ⊕ MH WATER
 - ⊙ IRF - IRON ROD FOUND ⊕ STORM INLET
 - IRS - IRON ROD SET ⊕ POWER POLE
 - ⊠ CMF - CONCRETE MONUMENT ⊕ ELECTRIC BOX
 - ⊙ MNF - MAG NAIL FOUND ⊕ TELEPHONE PEDESTAL
 - ⊙ CP - COMPUTED POINT ⊕ GUY
- TVP - TELEVISION PEDESTAL
 DB - DEED BOOK
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 - - - ADJOINER LINE
 - - - OHP - OVERHEAD POWER LINE
 - - - G - PAINTED GAS LINE

- PRIVATE STORM DRAINAGE EASEMENT
- SCM ACCESS EASEMENT

Y:\907\44116-GradyResidential\DWG\PHASE 1\44116-907V-PIPER-LANDING-PH1A.dwg | Plotted on 7/17/2022 10:12 AM | by David Wilson



SEE SHEET 3

SEE SHEET 4

FILED
 AUG 03, 2022 04:17 pm
 CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS

BOOK 00093
 PAGE 0017 THRU 0017
 INSTRUMENT # 23913
 EXCISE TAX \$0.00

FINAL PLAT PIPER LANDING SUBDIVISION PHASE 1, MAP 1 CONCORD, NORTH CAROLINA SURVEYED FOR M/I HOMES OF CHARLOTTE, LLC

OWNER: M/I HOMES OF CHARLOTTE, LLC
 5350 77 CENTER DR # 150
 CHARLOTTE, NC 28217
 (704) 597-4560

CITY OF CONCORD	CABARRUS CO., N.C.
DATE: 07/07/2022	SCALE: 1" = 40'
SHEET 3 OF 4	J.N.: 44116
DRAWN BY: D.W.	CHECK BY: M.M.

THIS DRAWING PREPARED AT THE
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 NORTH CAROLINA LICENSE NUMBER C-1652

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TIMMONS GROUP

Site Development Residential Technology

BH4018

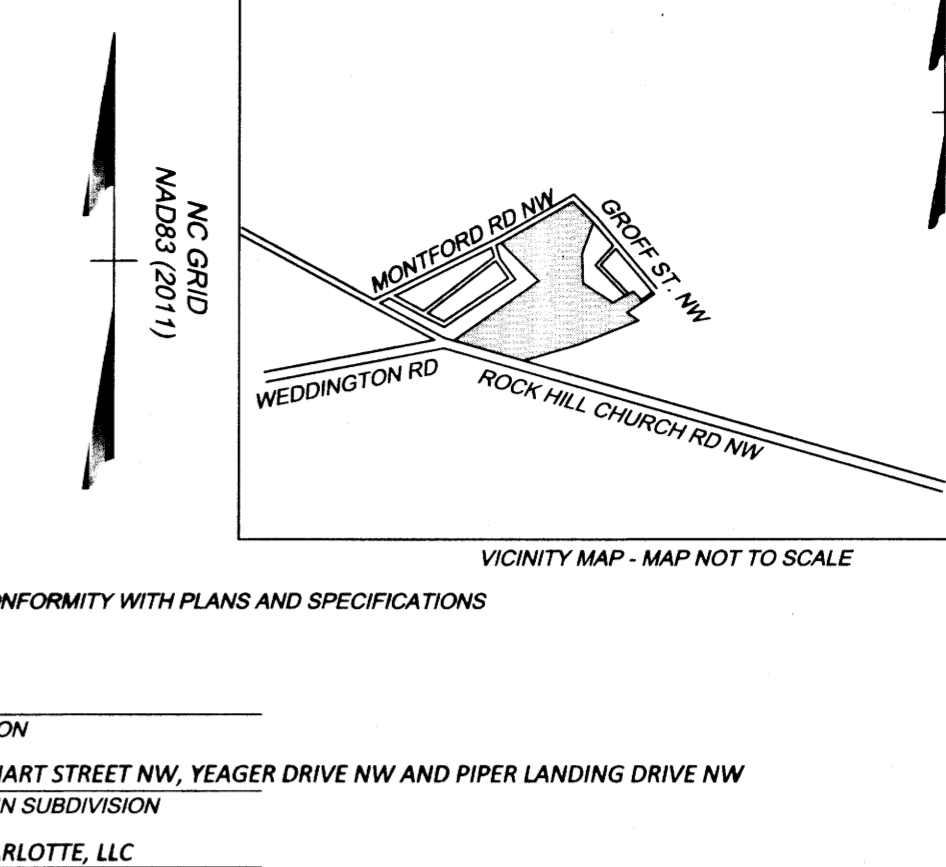
ZONING CODE SUMMARY:

OWNER: M/I HOMES OF CHARLOTTE LLC
5350 77 CENTER DR. STE 100
CHARLOTTE, NC 28217
TOTAL SITE ACREAGE: 70.01± ACRES
TAX PARCEL #S: 5610657205
ZONING: RC (RESIDENTIAL COMPACT)
ELECTRIC SERVICE PROVIDER: CITY OF CONCORD POWER
EXISTING USE: PRIVATE AIRPORT
PROPOSED USE: SINGLE FAMILY ATTACHED
SINGLE FAMILY DETACHED
302 LOTS
221 SF ATTACHED UNITS
81 SF DETACHED UNITS
302/ 70.00 AC = 4.31 DU/AC
PRINCIPLE STRUCTURES SETBACKS:
FRONT SETBACK: 24'
REAR SETBACK: 5'
SIDE SETBACK: 7'
CORNER SETBACK: 24'
ACCESSORY STRUCTURES SETBACKS:
REAR SETBACK: 5'
SIDE SETBACK: 5'
SINGLE FAMILY DETACHED
MIN. REQUIRED LOT DIMENSIONS: 50' X 100'
MIN. REQUIRED LOT SIZE: 5,000 SF
TYPICAL LOT SIZE:
SF ATTACHED: 21' X 120' (2,520± SF) (221 LOTS)
SF DETACHED: 55' X 125' (6,875± SF) (81 LOTS)
*LOT DEPTH MAY VARY. SEE SHEET C-013 FOR TYPICAL LOT DIAGRAMS

PROVIDED CONNECTIVITY RATIO: 1.64 (23 LINKS / 14 NODES)
WATERSHED OVERLAY DISTRICT: NONE
BUILT UPON AREA (BUA) CALCULATIONS:
EXISTING BUA: 1.13± ACRES
PROPOSED BUA: 28.89± ACRES
PAVEMENT / C&G: 8.96± ACRES
SIDEWALK: 2.74± ACRES
TOWNHOME LOTS: 9.29± ACRES
SINGLE FAMILY LOTS: 7.25± ACRES
AMENITY LOT: 1.65± ACRES
OPEN SPACE CALCULATIONS:
TOTAL SITE AREA: 70.01± ACRES
RIGHT OF WAY AREA: 11.81± ACRES
RESIDENTIAL LOT AREA: 32.51± ACRES
BMP AREA: 4.12± ACRES
OPEN SPACE REQUIRED: 8.40 ACRES (12%)
CONTIGUOUS OPEN SPACE REQUIRED: 5.04 ACRES (60%)
TOTAL OPEN SPACE PROVIDED: 21.57± ACRES (24.6%)
ACTIVE: 2.10± ACRES (9.7%)
PASSIVE: 19.47± ACRES (90.3%)
CONTIGUOUS: 5.04± ACRES (60.0%)
STREET LINEAR FOOTAGE:
PIPER LANDING DRIVE NW: 1,426 ± LF
YEAGER DRIVE NW: 2,928 ± LF
EARHART STREET NW: 1,312 ± LF
LOCK HAVEN DRIVE NW: 1,000 ± LF
KITFOX DRIVE NW: 2,372 ± LF
CLIPPER COURT NW: 1,017 ± LF
TOTAL LINEAR FOOTAGE: 10,055 ± LF
PARKING CALCULATIONS

2 SPACES X 137 UNITS = 274 SPACES
END UNITS: 2 CAR GARAGE + 2 PARKING IN DRIVEWAY = 4 SPACES X 84 UNITS = 336 SPACES
TOTAL PROVIDED PARKING: 934 SPACES
BUILT UPON AREA (BUA) CALCULATIONS:
DATA THIS PLAT
PROPOSED BUA: 6.944 +/- ACRES.
PAVEMENT/ C&G: 2.431 +/- ACRES.
SIDEWALK: 0.302 +/- ACRES.
LOTS & DRIVEWAY: 2.561 +/- ACRES.
AMENITY LOT: 1.65 +/- ACRES.
DEVELOPMENT DATA THIS PLAT
R/W AREA WITHIN SUBDIVISION IS 2.955 ACRES.
NCDOT R/W AREA IS 1.377 ACRES.
TOTAL R/W AREA IS 4.332 ACRES.
TOTAL LOT AREA IS 3,204 ACRES.
TOTAL COS AREA IS 7,015 ACRES.
TOTAL PLATTED AREA IS 14,551 ACRES.
TOTAL NUMBER OF LOTS 30.
NEW STREET LENGTHS MEASURED ALONG CENTERLINE (WITHIN THE CITY OF CONCORD R/W)
EARHART STREET NW 412± FEET
YEAGER DRIVE NW 1212± FEET
PIPER LANDING DRIVE NW 875± FEET

DIVISION OF HIGHWAYS DISTRICT ENGINEER CERTIFICATE
I HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION ALONG THE EXISTING STATE MAINTAINED ROADWAYS(S) SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS PUBLIC RIGHT OF WAY BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.
DISTRICT ENGINEER: [Signature] DATE: 7-19-2022
ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY.
CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION.
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON JAN. 13, 2022.
DATE: 8-03-22 CITY CLERK: [Signature]



MAXIMUM UNIT SQUARE FOOTAGE
SINGLE FAMILY ATTACHED 2,325± SF*
*FIRE WALL PROVIDED BETWEEN EACH UNIT
SINGLE FAMILY DETACHED 3,450± SF
BUILDING HEIGHT:
MAXIMUM HEIGHT: 35' (MAX. ALLOWED PER ZONING)
AVERAGE HEIGHT: 29.5' (AT GUTTER LINE PER FIRE CODE)
REQUIRED CONNECTIVITY RATIO: 1.40
STATE OF North Carolina
COUNTY OF Iredell
I, [Signature], A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT
George Schumayer, MANAGER OF M/I HOMES OF CHARLOTTE, LLC A LIMITED LIABILITY COMPANY, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT ON BEHALF OF THE COMPANY.
WITNESS MY HAND AND OFFICIAL SEAL OR STAMP, THIS THE 20th DAY OF July, 2022.
MY COMMISSION EXPIRES: 3/31/26
NOTARY PUBLIC: [Signature]

REQUIRED PARKING:
SINGLE FAMILY: 2 SPACES X 81 UNITS = 162 SPACES
SINGLE FAMILY ATTACHED: 1.5 SPACES X 221 UNITS = 332 SPACES
TOTAL REQUIRED PARKING: 494 SPACES
PROVIDED PARKING:
SINGLE FAMILY: 2 CAR GARAGE + 2 PARKING IN DRIVEWAY = 4 SPACES X 81 UNITS = 324 SPACES
SINGLE FAMILY ATTACHED: INTERIOR UNITS: 1 CAR GARAGE + 1 PARKING IN DRIVEWAY =

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION.
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.
BY: [Signature] 7/14/22
OWNER DATE

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS
CITY OF CONCORD
PIPER LANDING
NAME OF SUBDIVISION
PORTIONS OF EARHART STREET NW, YEAGER DRIVE NW AND PIPER LANDING DRIVE NW
NAME OF STREETS IN SUBDIVISION
M/I HOMES OF CHARLOTTE, LLC
SUBDIVIDER
I HEREBY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.
SIGNED: [Signature]
REGISTERED PROFESSIONAL ENGINEER
07.13.2022
REGISTRATION NO. DATE
NORTH CAROLINA
CABARRUS COUNTY
I, Karin H. Jurse, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Christopher J. Todd & Michael S. Miller PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 13th DAY OF July, 2022.
MY COMMISSION EXPIRES: 01-19-25 Karin H. Jurse

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.
I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.
DATE: 8/3/22 DIRECTOR OF ENGINEERING: [Signature]

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows C1 to C20.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows C21 to C34.

LOT AREA CHART with columns: LOT, TOTAL AREA (AC), TOTAL AREA (SF). Rows 189 to 208.

LINE TABLE with columns: LINE, BEARING, LENGTH. Rows E1 to E18.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows EC35 to EC45.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows EC35 to EC45.

LOT AREA CHART with columns: LOT, TOTAL AREA (AC), TOTAL AREA (SF). Rows 189 to 208.

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 PIPER LANDING SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON July 28, 2022.
DATE: 8/3/22 PLANNING AND NEIGHBORHOOD SERVICES DIRECTOR OR DESIGNEE: [Signature]

Professional Land Surveyor seal for Michael S. Miller, North Carolina License L-3677. Includes text: STATE OF NORTH CAROLINA COUNTY OF CABARRUS, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. DATE: 8/3/22 REVIEW OFFICER: [Signature].

FINAL PLAT PIPER LANDING SUBDIVISION PHASE 1, MAP 1 CONCORD, NORTH CAROLINA SURVEYED FOR M/I HOMES OF CHARLOTTE, LLC
OWNER: M/I HOMES OF CHARLOTTE, LLC
5350 77 CENTER DR # 150
CHARLOTTE, NC 28217
(704) 597-4560
CITY OF CONCORD CABARRUS CO., N.C.
DATE: 07/07/2022 SCALE: 1" = 40'
SHEET 4 OF 4 J.N.: 44116
DRAWN BY: D.W. CHECK BY: M.M.

Y:\907144116-GradyResidential\DWG\PHASE 1A\44116-907V-PIPER-LANDING-PH1A.dwg | Plotted on 7/17/2022 10:12 AM | by David Wilson

THIS DRAWING PREPARED AT THE CHARLOTTE OFFICE
610 E. Morehead St., Suite 250 | Charlotte, NC 28202
TEL 704.376.1073 FAX 704.376.1076 www.timmons.com
NORTH CAROLINA LICENSE NUMBER C-1652
Technology
Infrastructure
Residential
Site Development

TIMMONS GROUP

The	Governing Board City Council
of	Primary Government Unit City of Concord, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
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Must be within four months of FYE

hereby agree as follows:

- The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
- At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Jessica Jones	Finance Director, City of Concord	jonesj@concordnc.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

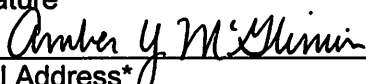
Primary Government Unit	City of Concord, NC
Audit Fee	\$ 53,600
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 01/23/23	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* City of Concord, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* William C. "Bill" Dusch, Mayor	Signature*
Date	Email Address duschb@concordnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Jessica Jones, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* jonesj@concordnc.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro

579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

MARTIN ♦ STARNES

& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

January 23, 2023

Jessica Jones, Finance Director
City of Concord
35 Cabarrus Avenue W
Concord, NC 28025

The following represents our understanding of the services we will provide the City of Concord.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Concord, NC, as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Concord's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Firefighters and Rescue Squad Workers' Pension schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Concord's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Ad valorem tax schedules
- Other schedules
- Supplemental financial data schedules (HUD)
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- Introductory information
- Statistical section

We will make reference to the component unit auditor's audit of the City of Concord Alcoholic Beverage Control (ABC) Board in our report on your financial statements.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Concord's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Concord's basic financial statements. Our report will be addressed to the governing body of the City of Concord. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Concord's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major

programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Preparation of auditor portion of Data Collection Form
- Preparation of the 990 return for First Concord Corporation
- Preparation of the 990 return for WeBuild Concord

We will not assume management responsibilities on behalf of the City of Concord. However, we will provide advice and recommendations to assist management of the City of Concord in performing its responsibilities.

The City of Concord's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City of Concord with regard to tax positions taken in the preparation of the tax return, but the City of Concord must make all decisions with regard to those matters.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The City is responsible for data

backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

We will prepare from your records and information you will provide, Internal Revenue Service Form-990, *Return of Organizations Exempt from Tax*, and related filings. Should these require an extension, we will notify you as soon as possible. We will not audit or express assurance on these returns and filings.

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	<u>\$ 53,600</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Concord's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$390 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Concord by:

Signature: _____

Title: _____

Date: _____

ORD. #

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4351000	Sale of Fixed Assets	33,819	73,819	40,000
Total				40,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4520-5558000	Bldgs & Imprv – Capital	28,800	68,800	40,000
Total				40,000

Reason: To appropriate proceeds from the sale of fixed assets to provide funding for an elevator lift in the future solid waste shed mezzanine to ensure ADA accessibility.

Adopted this 9th day of February, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4353100	Insurance Reimbursement	62,129	98,215	36,086
Total				36,086

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4550-5362000	Accident Repairs	4,970	10,126	5,156
4310-5540000	Vehicles – Police	1,127,085	1,158,015	30,930
Total				36,086

Reason: To appropriate insurance proceeds for insurance repairs and flood damage cleanup and repairs.

Adopted this 9th day of February 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Poplar Tent Trailhead Park

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

SECTION 1. The projects authorized are the projects included for the Poplar Tent Trailhead Park.

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

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

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811019				
8300-5811019	Hector Henry-Cannon Crossing	\$898,181	\$738,181	(\$160,000)
8300-5811105				
8300-5811105	Poplar Tent Trailhead Park	\$0	\$160,000	\$160,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day February, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

City of Concord, NC											
COMPENSATION PLAN GRADE ASSIGNMENTS - TBD											
Job Title	Job Code	Grade	Pay Structure - Annual			Pay Structure-Bi-Weekly			Pay Structure-Hourly		
			Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
Information Technology											
Support/Procurement Specialist	IT29	IT01	42,459.09	56,046.00	70,057.50	1,633.04	2,155.62	2,694.52	20.41	26.95	33.68
Computer Support Specialist	IT31	IT01	42,459.09	56,046.00	70,057.50	1,633.04	2,155.62	2,694.52	20.41	26.95	33.68
Sr. Support/Procurement Specialist	IT32	IT02	46,280.41	61,090.14	76,362.68	1,780.02	2,349.62	2,937.03	22.25	29.37	36.71
Technical Specialist	IT33	IT03	56,963.64	75,192.00	93,990.00	2,190.91	2,892.00	3,615.00	27.39	36.15	45.19
Sr. Technical Specialist	IT34	IT04	62,090.89	81,959.98	102,449.98	2,388.11	3,152.31	3,940.38	29.85	39.40	49.25
Client Service Manager	IT35	IT05	66,694.47	88,036.70	110,045.88	2,565.17	3,386.03	4,232.53	32.06	42.33	52.91
Business Systems Administrator - Applications	IT36	IT05	66,694.47	88,036.70	110,045.88	2,565.17	3,386.03	4,232.53	32.06	42.33	52.91
Business Systems Administrator - GIS	IT37	IT05	66,694.47	88,036.70	110,045.88	2,565.17	3,386.03	4,232.53	32.06	42.33	52.91
Network Engineer	IT38	IT05	66,694.47	88,036.70	110,045.88	2,565.17	3,386.03	4,232.53	32.06	42.33	52.91
Sr. Network Engineer	IT39	IT06	72,696.97	95,960.00	119,950.00	2,796.04	3,690.77	4,613.46	34.95	46.13	57.67
Sr. Business Systems Administrator - Applications	IT40	IT06	72,696.97	95,960.00	119,950.00	2,796.04	3,690.77	4,613.46	34.95	46.13	57.67
Infrastructure & Network Manager	IT41	IT07	78,249.24	103,289.00	129,111.25	3,009.59	3,972.65	4,965.82	37.62	49.66	62.07
IT Network & Cybersecurity Engineer	IT42	IT07	78,249.24	103,289.00	129,111.25	3,009.59	3,972.65	4,965.82	37.62	49.66	62.07
Software Developer	IT43	IT08	80,248.12	105,927.52	132,409.40	3,086.47	4,074.14	5,092.67	38.58	50.93	63.66
Sr. Software Developer	IT44	IT09	87,470.45	115,461.00	144,326.25	3,364.25	4,440.81	5,551.01	42.05	55.51	69.39
Software Development & GIS Manager	IT45	IT10	88,344.70	116,615.00	145,768.75	3,397.87	4,485.19	5,606.49	42.47	56.06	70.08
IT Director	IT50	IT15	112,059.47	148,478.80	184,898.13	4,309.98	5,710.72	7,111.47	53.87	71.38	88.89

*Italicized titles are previously approved titles, but currently inactive.

2024 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25 & 26, 2024	Tuesday, Wednesday & Thursday

2025 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2025	Wednesday
Martin Luther King, Jr. Birthday	January 20, 2025	Monday
Good Friday	April 18, 2025	Friday
Memorial Day	May 26, 2025	Monday
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Veterans Day	November 11, 2025	Tuesday
Thanksgiving	November 27 & 28, 2025	Thursday & Friday
Christmas	December 24, 25 & 26, 2025	Wednesday, Thursday & Friday



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

October 1- December 31, 2022

SUMMARY

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

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **October 1- December 31, 2022**, are as follows:

WATER- *The City of Concord does not report any water demand system extensions for this quarter.*

The Developer initiated PUBLIC water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 191 linear feet of 12-inch water main, 75 linear feet of 8-inch water main, 21 linear feet of 6-inch water main, 57 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve 52 3-bedroom townhome units, a 57,820 sq. ft. production facility center with office and testing/warehouse space, a 51,814 sq. ft. commercial grocery store, a 1,150,000 sq. ft. industrial manufacturing facility, and a 8,839 sq. ft. coffee shop restaurant, with an average domestic, commercial and industrial water demand of 303,845 GPD, of treated water from the City of Concord's existing potable water distribution system.

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

The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 102 linear feet of 10-inch sanitary sewer, 67 linear feet of 8-inch sanitary sewer and with manholes and other appurtenances to serve 52 3-bedroom townhome units, a 1,150,000 sq. ft. industrial manufacturing facility, and a 8,839 sq. ft. coffee shop restaurant, with an average domestic, commercial and industrial wastewater discharge of 720 GPD.

**Attributes associated with the reissued permits that have been previously permitted, including the asset linear footage, water demand and wastewater flow totals are excluded in the quantities for the Modified permits. Private Water and Wastewater flow totals are also excluded in the total GPD.*

*** Modified permits for additional flow only have been included in the GPD totals.*

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from the **1st of October to the 31st of December 2022**:*

Water Distribution System Extensions: October 1- December 31, 2022

Date Issued: October 4, 2022- Mod 1*
Project Title: **Skybrook Corners**
Project #: 2021-064 & Accela PRS2021-01595
Developer: Skybrook, LLC
Brian Pace, Manager
6719-C Fairview Rd.
Charlotte, NC 28210
P) 704-365-1208
Email) bpace@pacedevelop.com

Description: Construction of approximately 498 linear feet of 8-inch water lines with 3 in-line valves, 980 linear feet of 6-inch water lines with 3 in-line valves, 227 linear feet of 2-inch water lines with 3 in-line valves with 3 hydrants, and other appurtenances to provide potable water to 52 3-bedroom townhome units located off of Ambercrest Ct, Southwest corner of Huntersville-Concord Rd and Poplar Tent Rd with an average domestic water demand of 20,800 GPD.

Date Issued: October 10, 2022
Project Title: **Westwinds Production Facility- NASCAR**
Project #: 2022-048 & Accela PRS2022-00644
Developer: Westwinds Center, LLC
Jeffrey T. Boerger, VP
1 Daytona Boulevard
Daytona Beach, FL 32114
P) 386-381-6847
Email) jboerger@nascar.com

Description: Construction of approximately 5 linear feet of 6-inch water lines with 1 in-line valve and other appurtenances to provide potable water to serve a 57,820 sq. ft. production facility center with office and testing/warehouse space located off of West Winds Blvd. with an average commercial water demand of 3,125 GPD.

Date Issued: October 31, 2022
Project Title: **Christenbury Village Phase 2 (Lowes grocery)**
Project #: 2021-035A & Accela PRS2021-03653
Developer: MPV Properties
George Macon, Member
2400 South Boulevard, Ste. 300
Charlotte, NC 28203
P) 704-248-2102
Email) gmacon@mpvre.com

Description: Construction of approximately 16 linear feet of 12-inch water lines, and other appurtenances to provide potable water to serve a 51,814 sq. ft. commercial grocery store located off of Christenbury Parkway with a zero increase to the commercial water demand. *The commercial water demand of 9,274.24 GPD has been allocated in the Christenbury Village-Phase 1 (2021-035) public water permit.*

Date Issued: December 7, 2022
Project Title: **Project Lily Concord (Eli Lilly)**
Project #: 2021-082 & Accela PRS2022-00638
Developer: Eli Lilly and Company
Mr. Victor Cruz, Sr. VP Corporate Engineering
2893 S. Delaware Street
Indianapolis, IN 46225
P) 317-433-6985
Email) sternasty_david@lilly.com

Description: Construction of approximately 175 linear feet of 12-inch water lines with 2 in-line valves, 72 linear feet of 8-inch water lines with 2 in-line valves and other appurtenances to provide potable water to serve a 1,150,000 sq. ft. industrial manufacturing facility located off of Concord Parkway South, with an average Industrial water demand of 300,000 GPD.

Date Issued: December 14, 2022
Project Title: **Starbucks-George Liles**
Project #: 2022-039 & Accela PRS2022-02060
Developer: Pavilion Development Company
Jim Gamble, Senior VP Development
5605 Carnegie Blvd., Ste. 110
Charlotte, NC 28209
P) 704-944-5983
Email) JAG@PAVDEVCO.com

Description: Construction of approximately 16 linear feet of 6-inch water lines with 1 in-line valve and 1 hydrant, and other appurtenances to provide potable water to serve an 8,839 sq. ft. coffee shop restaurant located off of George W Liles PKWY and Poplar Tent Road, with a commercial water demand of 720 GPD.

Wastewater Distribution System Extensions: October 1- December 31, 2022

Date Issued: October 4, 2022- **Mod 1***
Project Title: **Skybrook Corners**
Project #: 2021-064 & Accela PRS2021-01595
Developer: Skybrook, LLC
Brian Pace, Manager
6719-C Fairview Rd.
Charlotte, NC 28210
P) 704-365-1208
Email) bp@pacedevelop.com

Description: Construction of approximately 1,422 linear feet of 8-inch sanitary sewer with 12 manholes and other appurtenances to serve 52 3-bedroom townhome units located off of Ambercrest Ct, Southwest corner of Huntersville-Concord Rd and Poplar Tent Rd, with a domestic wastewater discharge of 12,480 GPD.
*Permit modification for 67 linear feet of 8-inch sewer main with 1 manhole added to the original permit.

Date Issued: December 7, 2022
Project Title: **Project Lily Concord (Eli Lilly)**
Project #: 2021-082 & Accela PRS2022-00638
Developer: Eli Lilly and Company
Mr. Victor Cruz, Sr. VP Corporate Engineering
2893 S. Delaware Street
Indianapolis, IN 46225
P) 317-433-6985
Email) sternasty_david@lilly.com

Description: Construction of approximately consisting of approximately 102 linear feet of 10-inch sanitary sewer line with 1 manhole and other appurtenances to serve a 1,150,000 sq. ft. industrial manufacturing facility located off of Concord Parkway South with zero increase in the Industrial wastewater flow. *The industrial wastewater discharge of 66,000 GPD will be allocated in the NCDEQ private sewer permit.*

Date Issued: December 14, 2022- **Mod 1****
Project Title: **Starbucks-George Liles**
Project #: 2022-039 & Accela PRS2022-02060
Developer: Pavilion Development Company
Jim Gamble, Senior VP Development
5605 Carnegie Blvd., Ste. 110
Charlotte, NC 28209
P) 704-944-5983
Email) JAG@PAVDEVCO.com

Description: Consisting of the existing sanitary sewer system and appurtenances to serve an 8,839 sq. ft. coffee shop restaurant located off of George W Liles PKWY and Poplar Tent Road, with a commercial wastewater discharge of 720 GPD.

Tax Report for Fiscal Year 2022-2023**FINAL REPORT****December****Property Tax Receipts- Munis**

2022 BUDGET YEAR	17,279,654.69
2021	22,560.45
2020	1,438.44
2019	328.90
2018	372.37
2017	31.20
2016	31.20
2015	46.21
2014	31.20
2013	31.20
Prior Years	125.70
Interest	2,652.91
Refunds	
	<u>17,307,304.47</u>

Vehicle Tax Receipts- County

2022 BUDGET YEAR	446,027.64
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	1.44
Penalty & Interest	6,102.74
Refunds	
	<u>452,131.82</u>

Fire District Tax - County

2021 BUDGET YEAR	86,502.96
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>17,845,939.25</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	31,355.83
100:Vehicle Tag Fee	127,308.35
292:Vehicle Tag Fee-Transportation Fund	31,355.83
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>190,020.01</u>

Privilege License	30.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>30.00</u>

Oakwood Cemetery current	350.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	4,658.35
Rutherford Cemetery endowment	1,366.65
West Concord Cemetery current	150.00
West Concord Cemetery endowment	300.00
Total Cemetery Collections	<u>6,825.00</u>

Total Collections	<u><u>18,042,814.26</u></u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	81,787.38
Discovery Penalty	1,340.76
Total Amount Invoiced - Monthly	<u>83,128.14</u>
Total Amount Invoiced - YTD	67,432,208.61

Current Year	
Less Abatements (Releases)	
Real	108,036.46
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>108,036.46</u>

Adjusted Amount Invoiced - monthly	(24,908.32)
Adjusted Amount Invoiced - YTD	67,250,304.23

Current Levy Collected	17,279,654.69
Levy Collected from previous years	24,996.87
Penalties & Interest Collected	2,652.91
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>17,307,304.47</u>
Total Collected - YTD	53,425,286.52

Total Collected - net current levy -YTD 53,111,935.90

Percentage of Collected -current levy 0.79

Amount Uncollected - current year levy 14,138,368.33

Percentage of Uncollected - current levy 0.21

1.00

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of December 2022

RELEASES		
CITY OF CONCORD	\$	108,036.46
CONCORD DOWNTOWN	\$	4,440.71

REFUNDS		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	909.92

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	34,713	34,713	0.0048	166.62	99.98	
2018	0	58,766	58,766	0.0048	282.08	141.05	
2019	2,640	74,067	76,707	0.0048	368.19	142.23	
2020	2,800	157,966	160,766	0.0048	771.68	227.47	
2021	2,800	360,851	363,651	0.0048	1,745.52	341.11	
2022	2,800	16,341,637	16,344,437	0.0048	78,453.30	388.92	
Total	11,040	17,028,000	17,039,040		\$ 81,787.39	\$ 1,340.76	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	4,058,970	12,730	4,071,700	0.0023	9,364.91	0.00	
2018	4,058,970	18,183	4,077,153	0.0023	9,377.45	0.00	
2019	4,127,642	24,455	4,152,097	0.0023	9,549.82	22.50	
2020	5,490,483	21,598	5,512,081	0.0023	12,677.79	14.91	
2021	5,490,483	33,190	5,523,673	0.0023	12,704.45	12.73	
2022	5,490,483	48,809	5,539,292	0.0023	12,740.37	22.26	
Total	28,717,031	158,965	28,875,996		\$ 66,414.79	\$ 72.40	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 12/31/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP CROWN POINT CAPITAL CO 0 1/20/2023	2284K1NL3	5,000,000.00	4,942,998.61	1/20/2023	4.562	1.28	10/21/2022	98.859972	20
CP MOUNTCLIFF FDG 0 1/31/2023	62455BNX9	5,000,000.00	4,915,000.00	1/31/2023	3.459	1.27	8/4/2022	98.3	31
CP BARCLAYS BKPLC 0 2/6/2023	06744GMP4	5,000,000.00	4,936,708.33	2/6/2023	4.710	1.27	10/31/2022	98.734167	37
CP MUFGBANK LTD 0 2/22/2023	62479MPN7	5,000,000.00	4,939,240.28	2/22/2023	4.565	1.27	11/17/2022	98.784806	53
CP BARTON CAP SA 0 2/24/2023	06945MPQ3	5,000,000.00	4,944,577.78	2/24/2023	4.692	1.28	11/30/2022	98.891556	55
CP LMA SA LMA AMERS LLC 0 4/5/2023	53944RR59	5,000,000.00	4,921,675.00	4/5/2023	4.897	1.27	12/9/2022	98.4335	95
Sub Total / Average Commercial Paper		30,000,000.00	29,600,200.00		4.481	7.64		98.667832	48
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.29	5/18/2021	99.94	138
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.29	8/10/2020	100	222
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.29	12/22/2020	100	265
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.29	11/30/2020	100	334
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.29	1/19/2021	99.957	384
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.29	3/4/2021	99.8	426
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.89	9/22/2021	99.94	461
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.29	8/19/2021	100	597
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.29	9/11/2020	100	619
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.08	11/12/2021	99.6	660
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.29	12/10/2021	100	709
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.29	4/21/2021	100	842
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.29	9/29/2020	100	1,003
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.29	12/22/2021	100	1,087
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.29	12/17/2020	100	1,263
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.29	9/28/2021	100	1,367
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.29	3/30/2020	100	1,550
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.29	3/10/2021	100	1,896
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.29	3/23/2021	100	1,909
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.29	2/16/2021	99.725	2,217
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.28	3/24/2021	99.2	2,266
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	26.47		99.914899	972
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.29	9/29/2020	100	272
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.29	10/5/2020	99.85	278
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.29	11/27/2020	100	331
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.29	6/9/2021	100	405
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	409
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.29	4/29/2021	100	485
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.29	5/28/2021	100	510
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.29	5/24/2021	100	510
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.29	6/7/2021	100	524
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.29	7/15/2021	100	562
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.29	7/29/2021	100	576
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.29	8/28/2020	100	605
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.29	1/27/2022	100	758
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.29	1/29/2021	99.98	927
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.29	1/20/2021	99.98	1,024

FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.29	12/30/2020	100	1,095	
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.29	1/29/2021	100	1,125	
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.29	2/17/2021	99.9	1,144	
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.29	3/10/2021	100	1,165	
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.29	4/29/2021	100	1,215	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.29	8/28/2020	99.725	1,690	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.29	11/1/2019	100	2,497	
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	27.23		100.008318	840	
FHLMC Bond										
FHLMC 0.25 9/8/2023	3137EAEW5	655,000.00	654,885.78	9/8/2023	0.256	0.17	10/8/2020	99.982562	251	
FHLMC 0.25 9/8/2023	3137EAEW5	945,000.00	946,048.95	9/8/2023	0.211	0.24	11/5/2020	100.111	251	
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.29	12/14/2020	100	348	
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.29	12/14/2022	100	531	
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.29	6/28/2022	100	545	
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.58	9/24/2021	100	576	
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.33	3/4/2022	99.386016	774	
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.29	12/21/2022	100	811	
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.19	12/30/2022	100	912	
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.29	6/30/2022	100	912	
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.31	8/4/2022	92.438	933	
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.36	10/6/2022	89.533	997	
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.23	11/4/2022	88.468864	997	
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.13	12/6/2022	90.111586	997	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.29	7/14/2020	100	1,291	
Sub Total / Average FHLMC Bond		44,206,000.00	43,763,310.45		3.062	11.29		99.088247	754	
FNMA Bond										
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.03	1/12/2022	99.325	222	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.29	8/17/2020	100	229	
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.33	9/4/2020	107.99	255	
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.29	10/27/2020	100	300	
FNMA 0.25 11/27/2023	3135G06H1	1,040,000.00	1,039,505.82	11/27/2023	0.266	0.27	12/3/2020	99.952483	331	
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.32	1/7/2021	100.087624	331	
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.37	2/4/2021	100.157057	331	
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.24	12/9/2022	95.751655	331	
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.29	12/29/2020	100	363	
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.41	6/3/2021	106.058	401	
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.25	7/7/2021	104.035	549	
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.15	8/5/2021	104.157119	549	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.29	8/28/2020	100	605	
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.46	10/6/2021	103.290765	654	
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.17	11/4/2021	102.649852	654	
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.29	7/19/2021	99.797	716	
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.28	1/5/2022	101.665856	738	
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.33	5/5/2022	93.265273	843	
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.22	6/6/2022	93.108	899	
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.33	7/7/2022	93.157474	899	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.29	7/14/2020	100	926	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.29	8/19/2020	100	962	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.29	8/25/2020	100	968	
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.22	9/7/2022	91.21	968	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.29	10/29/2020	100	1,398	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.29	11/4/2020	100	1,769	
Sub Total / Average FNMA Bond		74,890,000.00	74,651,419.49		0.935	19.26		99.749272	708	
Local Government Investment Pool										
NCCMT LGIP	NCCMT599	84,937.61	84,937.61	N/A	4.200	0.02	6/29/2012	100	1	
NCCMT LGIP	NCCMT481	30,965,973.25	30,965,973.25	N/A	4.200	7.99	12/31/2005	100	1	
NCCMT LGIP	NCCMT271	162,417.32	162,417.32	N/A	4.200	0.04	12/31/2005	100	1	

Sub Total / Average Local Government Investment Pool		31,213,328.18	31,213,328.18		4.200	8.06		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	175,272.88	175,272.88	N/A	0.210	0.05	3/31/2019	100	1
Sub Total / Average Money Market		175,272.88	175,272.88		0.210	0.05		100	1
Total / Average		388,663,601.06	387,501,205.30		1.588	100		99.726705	712