



City Council Agenda

Thursday, August 8, 2024

6:00 PM

City Hall

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

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

- I. **Call to Order**
- II. **Pledge of Allegiance and Moment of Silent Prayer**
- III. **Approval of Minutes**
June 25, July 9, and July 11, 2024.

IV. Presentations

1. **Presentation of Certificates of Appreciation to out-going Commission Members, Carolyn Coggins (HPC), William Isenhour (HPC) and Eric Williamson (P&Z).**
2. **Presentation of a retirement plaque recognizing Joseph Burleson for over 25 years of dedicated service with the City of Concord.**

Joseph "Joey" Burleson is a 25 year veteran Technical Equipment Operator on the Waste Water department's video inspection truck. Joey has spent his years performing video inspections on the City Wastewater and Storm drain lines, identifying sources of inflow & infiltration, identifying utility defects and damages and assisting with the repairs. His work has been a vital part of the annual Cured-in-Place slip-lining program. Joey actively participated in the Civic Education program as a tour guide and presenter educating our elementary schools on the do's & don'ts of what is to be flushed down the sewer drains.

3. **Presentation of a retirement plaque recognizing Captain Clint Little for 29 years of service with the City of Concord.**

Captain Clint Little, a dedicated and lifelong resident of Concord, has faithfully served our community since November 8, 1994. Clint's journey with the Concord Fire Department (CFD) is marked by unwavering commitment, exemplary service, and a profound impact on those around him.

Clint began his career with CFD nearly three decades ago and quickly established himself as a dependable and skilled firefighter. His dedication and leadership were recognized when he was promoted to the rank of Captain on September 4, 2004. Throughout his tenure, Clint has served at stations 1, 3, and 12, working on E1, L1, E3, L3, and E12. His extensive experience and knowledge have been invaluable to the department and the community he has protected.

The Little family's legacy with Concord Fire Department spans generations. Clint's father, Jimmy Little, also served as a CFD captain, retiring in 1997. Continuing the tradition, Clint's son, Lawson, is currently a member of CFD recruit class 37, poised to follow in his father's and grandfather's footsteps.

Clint often reflects on the camaraderie and support he felt throughout his career, stating that he never dreaded or minded coming to work a single day. One particularly poignant memory is from 2002, when his CFD family rallied around his father, Jimmy, following his diagnosis with multiple myeloma. The solidarity and compassion shown, with many even shaving their heads in support, left an indelible mark on Clint and his family.

4. Presentation honoring former City Council member, Sam Leder, on the fifth anniversary of his death.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

1. Downtown Streetscape update
2. Parks & Recreation Bond update

C. Recognition of Persons Requesting to be Heard

D. Public Hearings

1. Conduct a public hearing to consider adopting a resolution closing a portion of the Evans Street NW right-of-way located near the intersection of Evans and Central Drive.

The proposal includes the abandonment of the right-of-way for a portion of the Evans Street NW right-of-way generally located near the intersection of Evans and Central Drive.

The existing residential structure is located at 636 Central Drive and is an older home that was built partially within the 50-foot right -of-way along Evans Street. The house was originally developed as part of the Luringood Park development and +/- 62.3 sf. of the structure lies within the right-of-way. Erica Fulton and Jermaine Lawrence filed the application and are the owners of the house.

Staff has noticed the petitioner and all adjacent property owners in accordance with the requirements of the General Statutes. All City departments have reviewed the petition and there are no objections to the petition.

Recommendation: Consider adopting a resolution on the matter of closing a portion of the Evans Street NW right-of-way located near the intersection of Evans and Central Drive.

2. Conduct a public hearing and consider adopting an ordinance annexing +/- 5.8 acres at 2892 Zion Church Rd. PIN 5529- 85-8725 owned by Russell and Jennifer Moose.

The authorized petitioner for the annexation is Cabarrus County. Voluntary annexation petition of +/- 5.8 acres of property located on Zion Church Rd. The property is currently zoned Cabarrus County GI (General Industrial). Cabarrus County is proposing to annex the property into Concord and zone it as I-2 (General Industrial) for the construction of an animal shelter. The subject parcel is located within the Industrial Employment (IE) Land Use Category of the 2030 Land Use Plan where I-2 is listed as a corresponding zoning district.

Recommendation: Consider a motion to adopt an annexation ordinance and set the effective date for August 8, 2024.

3. Conduct a public hearing and consider approving an ordinance to adopt The Boulevards of Concord – Concord Mills Blvd. & Bruton Smith Blvd. Corridor Study.

The 2030 Land Use Plan Implementation Work Plan established the need for a Corridor Plan on Concord Mills Boulevard – Bruton Smith Boulevard Corridor between Derita Road and Concord Parkway. Bolton & Menk will present an overview of The Boulevards of Concord, which includes Concord Mills Blvd., Bruton Smith Blvd and The Corridor Study project overview. The presentation will include stakeholder & public engagement, the corridor vision, and plan recommendations.

The draft plan was made available to the public for review through the City's Public Input page from June 21 through July 12, 2024. Staff received 62 comments from participants and the project page

received over 800 views. The plan was presented to the Planning & Zoning Commission on July 16 where they passed the motion to recommend to City Council that The Boulevards of Concord – Concord Mills Blvd & Bruton Smith Blvd Corridor Study be adopted. A public hearing notice was advertised in The Independent Tribune on July 27 and August 3, 2024.

Recommendation: Motion to approve an ordinance to adopt The Boulevards of Concord – Concord Mills & Bruton Smith Blvd Corridor Study.

E. Presentations of Petitions and Requests

1. Consider adopting a resolution to sell 314 Sycamore Avenue SW to home buyer Dara Woolfolk for \$232,800.

HUD has designed the HOME program to create strong, sustainable, inclusive communities with quality affordable homes. Concord follows this mission with the creation of each new home. Community Development built 314 Sycamore Avenue SW with the vision to improve the lives of the homeowners while also strengthening the community, or as staff has dubbed “High Performance Housing.” Each home is planned to not just be affordable initially, but for the life of the home. Built with energy efficiency in mind, all homes are constructed with energy efficient windows and doors along with R-15 wall insulation in the exterior wall cavities and R-3 rigid foam board under the hardy plank siding for added insulation. Roof trusses are selected to allow optimal attic insulation coverage while reflected roof sheathing helps lowers the cost to heat and cool the home. The conditioned crawlspace along with a passive radon system will prevent future air quality issues for occupants. For the interior, higher grade cabinets are selected with granite countertops, energy star rated appliances are installed throughout, and high efficiency HVAC systems and controls are selected to ensure limited maintenance cost for the homeowner. These efforts meet and exceed SystemVision requirements.

Another key feature of the home is the outbuilding constructed by the carpentry class at Concord High School. The City provided the material and the students received hands-on experience in construction. The building is designed to give the homeowner a safe place to store lawn equipment or other items without compromising the conditioned crawlspace.

Previously, Council approved the sale of the 1,080 sq. ft. home to another buyer but she was unable to complete the purchase. Staff had received a second offer to purchase earlier this year but that applicant decided not to move forward. Ms. Woolfolk has met all HUD requirements to purchase. The listed purchase price was \$232,800, and the City received the full asking price.

Recommendation: Motion to adopt a resolution to sell 314 Sycamore Avenue SW to home buyer Dara Woolfolk for \$232,800.

2. Consider approving an owner-occupied reconstruction of 363 Lincoln Street SW for Ms. Wynona Bost through a partnership with Habitat for Humanity Cabarrus in the amount of \$139,200.

The City of Concord’s mission within the HOME program is to provide assistance to low and moderate-income residents who need major housing rehabilitation. One avenue that staff uses to assist homeowners when repairs are so extensive and cost prohibitive is to demolish the existing home and construct a new home of roughly the square footage. Limited changes are allowed if the current home is determined to be inadequate per the local building code. Under the CDBG program, which is the funding source to be used for this project, the reconstruction must occur on the current footprint of the home.

Ms. Bost’s home is 876 square feet with significant foundation issues, no closets, lead-based paint, broken and damaged windows, inadequate bath facilities and kitchen. To meet code requirements, the house size would increase to 960 square feet including the porches. Staff will partner with Habitat for Humanity Cabarrus to reconstruct the home as their use of volunteers will reduce the cost. Ms. Bost is under 30% of AMI, she would pay 25% of the cost at 0% interest. A deed restriction will be placed on

the property for 40 years. Ms. Bost requested to stay with her daughter during construction. Based on current projects, the reconstruction cost is estimated to be \$139,200 and CDBG funds would be used.

Recommendation: Motion to award an owner-occupied reconstruction of 363 Lincoln Street SW for Ms. Wynona Bost through a partnership with Habitat for Humanity Cabarrus in the amount of \$139,200.

3. Consider the sale of structure located at Ramseur Park to WeBuild, Inc.

The City acquired an A-frame dwelling structure (Structure) as part of the acquisition of the property located at Cabarrus County Tax PIN 46803324860000 and having a physical address of 1252 Cox Mill Road, Concord, NC 28027. During the design of the park, staff investigated whether the house could be used as a community room in its current location. Based on the A-frame style house containing 3 floors and a basement, it was deemed too expensive to retrofit the house for public use. The house was planned to be demolished at a cost of approximately \$40,000.

WeBuild has offered to purchase the house for one dollar (\$1.00) and pay all expenses related to moving the house off-site to a location suitable for residential development. WeBuild would then, at their expense, renovate and sell the property at market rate, using any net proceeds from the sale to help fund the Corban Street senior housing development project (an affordable housing project targeting individuals with an average age of 65 years and older earning at or below 80% AMI).

Recommendation: Motion to adopt a resolution to sell and purchase agreement for the structure located at Ramseur Park to WeBuild, Inc.

4. Consider approving the Co-Sponsorship application, submitted by the Logan Community Association, for the Logan Community Reunion.

This event is scheduled to be held at Barber-Scotia College, and the applicant is requesting the following in-kind services from the City of Concord: Solid Waste - Providing additional trash collection bins and pick up of those bins. Police - Requesting 1-2 Police Officers to be dedicated to the event between the hours of 1-6pm.

Recommendation: Motion to approve the Co-Sponsorship application for the Logan Community Reunion.

5. Consider adopting a resolution authorizing the sale of six (6) Caterpillar 3516 diesel Peak Shaving Generator units.

This resolution will authorize the sale of six (6) surplus Peak Shaving Generator units, nearing their "end of life cycle", that were previously used to reduce peak system demands, resulting in a financial gain under the City's prior Wholesale Power Purchase Agreement. Electric Staff negotiated a guaranteed capacity credit in the current power purchase agreement, which allows for financial gain without the need to peak shave. Sale of the generators is coupled with extensive decommissioning efforts for the site, including removal of; two (2) 10,000-gallon fuel tanks, three (3) 1,000-gallon tanks, cooling equipment, exhaust stacks, structure venting system, associated electrical switchgear and fuel/oil piping and filtration systems. A request for proposals to purchase the generators and perform the decommissioning work was issued and one bid was received from DH Griffin in the amount of \$87,400 net proceeds to the City.

Recommendation: Motion to adopt a resolution authorizing the sale of six (6) Caterpillar 3516 diesel Peak Shaving Generator units and accept the bid to purchase the units and decommission the site from DH Griffin in the amount of \$87,400.

6. Consider adopting a resolution authorizing the sale of five (5) station power transformers.

Two (2) transformers fed the generation plant that is being decommissioned, and the other three (3) were taken out of service due to old age and/or maintenance issues.

The highest responsive bid was received from ANB System Solutions, LLC in the amount of \$129,302.

Recommendation: Motion to adopt a resolution authorizing the sale of five (5) station power transformers and to accept the bid to purchase the units from ANB System Solutions, LLC in the amount of \$129,302.

7. Consider authorizing the City Manager to negotiate a contract with Conner Construction Corporation for the McInnis Aquatic Center Pool Renovations.

The purpose of this project is to renovate the McInnis Aquatic Center pool. It will include the addition of play features and a “zero entry pool”. The installation will include new plaster, tiled swim lane, the addition of a pump for the new water features and other appurtenances.

The project was bid under the formal bidding process, bids were received on June 27, 2024, and no bids were received. The project was re-advertised, and bids were received a second time on July 11, 2024. This time four (4) bids were received, and the lowest responsible bidder was Conner Construction Corporation in the amount of \$493,680.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Conner Construction Corporation in the amount of \$493,680 for the McInnis Aquatic Center Pool Renovations.

8. Consider authorizing the City Manager to negotiate and execute a contract not to exceed \$649,000 with Musco Sports Lighting, LLC for the purchase and installation of Musco Light-Structure System LED lighting fixtures, poles, re-use of existing poles, and related equipment for the Caldwell Park renovation project.

This project includes the installation of pre-cast concrete bases with integrated lightning grounding, galvanized steel poles, factory wired and tested remote electrical component enclosures, factory assembled wire harnesses, factory wired and UL-listed pole top LED luminaire assemblies, the re-use of six lighting poles currently in the park, and related equipment.

The on-field performance light levels are guaranteed for 25 years with LED lighting, which includes both quality and quantity of light as specified. LED lighting provides a reduction of energy usage over typical HID lighting; and the Environmental Light Control system provides glare control, benefiting neighbors and the surrounding environment. The proposal covers all maintenance for 25 years, including all materials and labor.

Final design is currently underway; installation includes support, product assurance and a warranty program covering 100% of maintenance costs including materials and onsite labor. This equipment will be provided by Musco Sports Lighting LLC as a longtime sole source provider. The installation will be performed by a certified North Carolina WBE installer resulting in a 34% MWBE participation for this project. The City currently maintains 10 facilities with sports lighting, all with Musco lighting. In order to operate efficiently by reducing the amount of staff training and stocking of parts, the City proposes to purchase the light fixtures from Musco Lighting under the sole-source exception #199030 allowed by N.C. Gen. Stat. 143-129 (e) Exceptions (6) when “(iii) Standardization or compatibility is the overriding consideration.” This project will be funded from the 2022 parks general obligation bond program.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC for the purchase and installation of Musco Light-Structure System lighting fixtures, galvanized steel poles and the reuse of existing galvanized poles at Caldwell Park for a fee not to exceed \$649,000.

9. Consider authorizing the City Manager to negotiate and execute a contract with Kompan, Inc. for equipment to purchase and installation for the inclusive and accessible playground at Caldwell Park in the amount of \$597,614.66.

City Council adopted the master plan for the renovation and redevelopment of the 24-acre Caldwell Park in June of 2020 and approved the design contract with Alfred Benesch & Company in March 2022. Construction drawings for the overall park project are complete, and documents are being finalized in preparation for bidding. The playground project was subject to a RFP process conducted by Benesch; and Kompan, Inc. is part of the Omnia Partners co-operative purchasing agreement utilized by the City, Staff requests authorization for the negotiation and execution of a contract to purchase and install the playground equipment from Kompan, Inc. in a contract separate from the overall contract for construction of the overall park renovation.

The approximately 13,593 square foot playground has been specifically designed for Caldwell Park featuring inclusive and accessible features; Kompan is considered a market leader in providing inclusive playground designs and equipment on a global basis. Major features include a main 2-12 year old play structure with ramps, towers, slides, and transfer stations; two swing sets featuring various seating types; a turfed hillside area with a wide inclusive slide; a universal carousel; and a number of communication boards and other play features. The playground also includes an approximately 20' x 20' foot turfed and shaded sensory play area with features permitting sensitive users to enjoy the playground; this area was specifically requested by a focused citizen committee made up of advocates for all-abilities children.

A portion of the cost for this playground will come from the City's 2022 Land and Water Conservation Fund grant. The total amount of the LWCF award provided by the North Carolina Department of Natural and Cultural Resources was \$498,960 (matched at 50% by the City); funds are to be utilized to offset city costs for renovation and provision of the inclusive playground, basketball courts, shade canopy, ball field relocation, multi-purpose field, irrigation, demolition, site preparation and landscaping. The remainder of the project cost will be provided by funds generated by the 2022 park general obligation bond program.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Kompan, Inc. in the amount of \$597,614.66 for equipment to purchase and installation of the inclusive and accessible playground at Caldwell Park.

10. Consider adopting an ordinance amending Chapter 46, Solid Waste, of the City's Code of Ordinances, Section 46:1 (Definitions), Section 46:2 (Compliance enforcement, removal costs and civil penalties), Section 46:33 (Pre-collection practices and public nuisance), Section 46:34 (Prohibited materials not collected by city and handling prohibitions), Section 46:37 (Collection practices and schedule), Section 71 (Container requirements and specifications), and Section 46:74 (Evening and early morning use of refuse collection equipment prohibited) relative to the collection of solid waste materials in the City of Concord.

In preparation for new user fees to be implemented (adopted as part of the FY24-25 Operating Budget) for collection of yard waste and limb piles over 6 cubic yards, staff has revised ordinance language to be consistent with the implementation of the fee and its application as well as minor cleanup of language and wording. All references to specific fines, fees and penalties throughout the ordinance have been replaced pointing to the current/adopted Schedule of Fees and Charges and an entry regarding commercial cardboard programming has been eliminated with the program ending in December 2023.

Recommendation: Motion to adopt an ordinance amending Chapter 46, Solid Waste, of the City's Code of Ordinances regarding the collection of solid waste materials.

11. Consider authorizing the City Manager to negotiate and execute an addendum to the contract with Edifice General Contractors for the construction of the Fleet Services Facility.

Edifice General Contractors is currently under contract for pre-construction services related to the design and construction of the Fleet Services Facility. Edifice has submitted a guaranteed maximum price (GMP) for construction services which includes furnishing and delivering all materials and performing all work in the manner and form as provided by the approved design drawings and specifications from the pre-construction phase. The guaranteed maximum price is made up of the following costs: cost of the work, builders contingency, general requirements cost, bonds and insurance and design builder fee. MWBE/HUB participation is over 14%, or \$3.28M and with 14 subcontractors participating on the project. The GMP submitted by Edifice General Contractors is \$24,103,451.

Recommendation: Motion to authorize the City Manager to negotiate and execute an addendum to the contract with Edifice General Contractors for the construction of the Fleet Services Facility.

12. Consider adopting a resolution granting a temporary construction easement to Dominion Energy.

Dominion Energy is installing a system expansion from Kannapolis to Concord. They are requiring a temporary construction easement on a City of Concord parcel (56306407460000), which is at the intersection of Branchview Drive SE and Crestside Drive SE. Staff has reviewed and discussed this request with the City Arborist and Risk Management. If Council approves, the following conditions will apply: (1) restore the area to desired grades, (2) certain insurance requirements, and (3) market price compensation for the easement area and tree loss and damages with a reforestation allowance estimated to be 7,500.

Recommendation: Motion to adopt a resolution granting a temporary construction easement to Dominion Energy.

VII. Consent Agenda

A. Consider adopting the 2024 Concord Emergency Operations Plan (EOP).

The Concord Emergency Operations Plan is updated every 5 years and has been updated accordingly with feedback and suggestions from City staff.

Recommendation: Motion to adopt the updated 2024 Concord Emergency Operations Plan (EOP).

B. Consider adopting a resolution to authorize the Accounting Operations Manager to execute pre-audit certificates.

As part of the weekly accounts payable process, it is necessary for the Accounting Operations Manager to pre-audit expenditures that are not encumbered by a purchase order. This resolution would grant the authority to the Accounting Operations Manager to complete the pre-audit process to ensure continued compliance with North Carolina General Statute 159-28.

Recommendation: Motion to approve a resolution to authorize the Accounting Operations Manager to execute pre-audit certificates.

C. Consider accepting the 2024 Community Project Funding Grant administered by HUD, awarded for the McGill Reuse Project in the amount of \$656,000.

The City was notified that the earmark request submitted to Representative Alma Adams was approved in March of 2024. The request for the McGill Reuse Project located at the corner of McGill Street NW and Allison Street NW was awarded the full requested amount of \$656,000. Funds will be used for site preparation and infrastructure.

Recommendation: Motion to accept the 2024 Community Project Funding Grant administered by HUD, awarded to the McGill Reuse Project in the amount of \$656,000.

D. Consider approving SEMAP (Section 8 Management Assessment Program) Certification.

A collection of information is required by 24 CFR 985.101 that requires a Public Housing Agency to submit an annual SEMAP Certification within 60 days after the end of the Fiscal Year.

Recommendation: Motion to approve the SEMAP Certification for Fiscal Year ending June 30, 2024.

E. Consider adopting an ordinance to amend the Stormwater Project Fund budget to allocate investment earnings.

The attached budget amendment allocates investment earnings through June 30, 2024 to the future projects account for use towards future projects.

Recommendation: Motion to adopt an ordinance to amend the Stormwater Project Fund budget to allocate investment earnings.

F. Consider adopting an ordinance to amend the Water Project Fund project budget.

The attached budget amendment adjusts investments, earnings and system development fees to actual amounts as of 6/30/24. The amendment also increases the transfer from the Utility Capital Reserve Fund for the additional amount needed for the Old Charlotte Waterline project.

Recommendation: Motion to adopt an ordinance to amend the Water Project Fund project budget.

G. Consider adopting an ordinance to amend the Utility Capital Reserve Fund project budget.

The attached budget amendment adjusts investments earnings and transfers to actual amounts as of 6/30/24. The amendment also increases the transfer to the Water Project Fund for the additional amount needed for the Old Charlotte Waterline project.

Recommendation: Motion to adopt an ordinance to amend the Utility Capital Reserve Fund project budget.

H. Consider approving a change to the classification/compensation system to include the following classification: Project Manager.

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Project Manager (Grade 62) with a salary range of \$91,080.57 (minimum) - \$120,681.75 (midpoint) - \$150,282.93 (maximum).

I. Consider approving a change to the classification/compensation system to the following classification: Inspections Coordinator.

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Inspections Coordinator (Grade 61) with a salary range of \$84,333.86 (minimum) - \$111,742.37 (midpoint) - \$139,150.87 (maximum).

J. Consider approving a change to the classification/compensation system to the following classification: Safety Health & Risk Analyst.

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Safety, Health & Risk Analyst (Grade 60 with a salary range of \$78,086.91 (minimum) - \$103,465.15 (midpoint) - \$128,843.39 (maximum)).

K. Consider approving a change to the classification/compensation system to the following classification: Business Systems Analyst.

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Business Systems Analyst (Grade I61) with a salary range of \$84,333.86 (minimum) - \$111,742.37 (midpoint) - \$139,150.87 (maximum).

L. Consider approving change to the classification/compensation system to the following classification: Senior Business Systems Analyst.

The new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Sr. Business Systems Analyst (Grade I63) with a salary range of \$98,367.01 (minimum) - \$130,336.29 (midpoint) - \$162,305.57 (maximum).

M. Consider approval of the Tax Office reports for the month of June 2024.

The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of June 2024.

N. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of June 2024.

G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of June 2024.

O. Receive monthly report on status of investments as of June 30, 2024.

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 as of June 30, 2024.

VIII. Matters not on the Agenda

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

X. General Comments by Council of Non-Business Nature

XI. Closed Session (If Needed)

XII. Adjournment

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

A RESOLUTION ORDERING THE CLOSING OF A PORTION OF THE EVANS STREET NW
RIGHT-OF-WAY

WHEREAS, on the 11th day of July 2024, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of the Evans Street NW right-of-way in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on August 8, 2024.

WHEREAS, the City Council on the 11th day of July 2024, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

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

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

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 8th day of August 2024; and

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

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

BEGINNING at a calculated point in the western margin of the deeded right-of-way recorded in Book 399 at Page 242, said point being N53°05'31"E 25.15 feet from an existing iron rod marking the northwestern-most corner of the aforementioned deeded right-of-way; thence following the right-of-way N53°05'31"E 44.33 feet to a calculated point, said point being S53°05'31"W 80.83 feet from an existing iron rod marking the northeastern most corner of the deeded right-of-way; thence S35°05'55"E 2.03 feet to a calculated point within the deeded right-of-way; thence S54°41'56"W 44.30 feet to a calculated point within the deeded right-of way; thence N35°05'55"W .78 feet to the point of BEGINNING, being 62.3 sq. ft., more or less, as surveyed by Billy B. Long, Jr. on May 28, 2024.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the City of Concord for utility purposes) in accordance with the provision of G.S. 160A-299(c).

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

This the 8th day of August, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor


ATTEST:

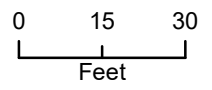
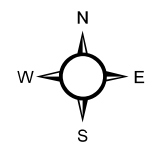
Kim Deason, City Clerk

Right-of-Way
Proposed Closure

636 Central Dr NW



	Closure Area
	Addresses
	Parcels



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 5.8 ACRES OF PROPERTY
LOCATED AT 2892 ZION CHURCH RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-31 by the City of Concord, on August 8th, 2024 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on August 8, 2024 after due notice by The Independent Tribune on July 27th, 2024; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-31;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Concord, as of the 8th day of August 2024:

Lying and being in No. 11 Township, Cabarrus County, N.C., on the west side of Zion Church Road and adjoining the property of John Furr, Reed and Callie Lee Moose and bounded as follows:

BEGINNING at a point on the east edge of Zion Church Road, an old corner of Callie Lee Moose and John Furr, and runs thence with the line of Furr N. 43-49 W. 808.5 feet to an iron stake, an old corner of Moose and Furr and Reed; thence with the line of Reed N 36-42 E, 526.9 feet to a point in the Zion Church Road; thence three new lines with said road as follows: 1st, S. 23-34 E. 459.6 feet; 2nd, S 10-19 E. 300 feet; 3rd S. 3-53 E. 300 feet to the BEGINNING, containing 5.80 acres more or less.

SECTION 2. Upon and after the 8th day of August, 2024 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

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

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

Adopted this 8th day of August 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, City
Attorney

Meeting Date

August 8, 2024

Annexation Staff Report

This request is a voluntary annexation petition of one (1) parcel totaling +/- 5.8 acres of property located on Zion Church Rd. The property is currently zoned Cabarrus County GI (General Industrial). The property is owned by Russell and Jennifer Moose and the authorized petitioner for the annexation is Cabarrus County. A map has been provided depicting the location of the properties.

If annexation is approved, the request for zoning to City of Concord I-2 (General Industrial) will be presented to the Planning and Zoning Commission at the September 17, 2024, meeting. Cabarrus County is proposing to annex the property into Concord and zone it as I-2 (General Industrial) for the construction of an animal shelter. The 2030 Land Use Plan designates the subject property as "Industrial/Employment." City of Concord I-2 (General Industrial) is a corresponding zoning district to the Land Use Category and would be compatible with the surrounding zoning. The submitted request is not for a conditional district, so all uses permitted within the I-2 (General Industrial) zoning classification would be permitted. Any development of the subject property would require technical site plan review and approval and must meet the standards set forth in the CDO (Concord Development Ordinance) as well as other applicable regulations.

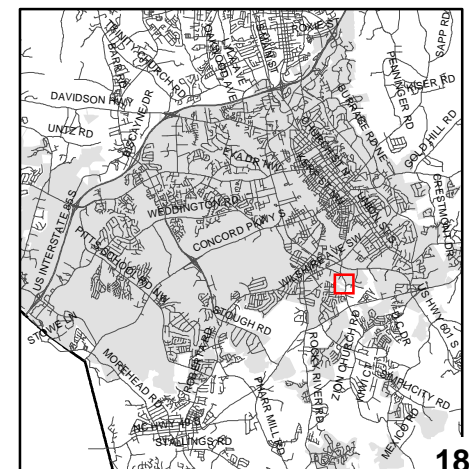
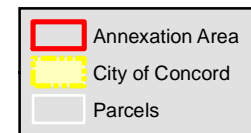
As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No comments were returned.

Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated July 24, 2024, and was advertised in the Independent Tribune on July 27, 2024.

**ANX-06-24
AERIAL**

2892 Zion Church Rd

PIN: 5529-85-8725



AN ORDINANCE ADOPTING THE BOULEVARDS OF CONCORD – CONCORD MILLS BLVD & BRUTON SMITH BLVD CORRIDOR STUDY OF THE CITY OF CONCORD, NORTH CAROLINA

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

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-501 shall adopt and maintain a comprehensive plan that sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction; and

WHEREAS, the City may prepare and adopt other such plans as deemed appropriate, which may include small area plans and neighborhood plans; and

WHEREAS, the adopted 2030 Land Use Plan recommends the preparation of a plan for the general area of the Concord Mills Blvd and Bruton Smith Blvd corridor, and the City has obtained property owner, stakeholders and public input in the development of the plan; and

WHEREAS, the Planning and Zoning Commission has unanimously recommended approval of the plan on July 16, 2024.

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

SECTION 1: That the City Council adopted the following statement of reasonableness and consistency in support of adoption of the plan:

- The proposal is consistent with the 2030 Land Use Plan as the development of the corridor study is an identified implementation action within the 2030 Land Use Plan. This item states that “the corridor plan should address land use changes necessary for retail and other uses to remain viable; multi-modal connectivity along the corridor and other challenges identified within the Land Use Element of this Plan.” Furthermore, the 2030 Land Use Plan states that the development of this corridor plan is consistent with numerous goals and objectives within the Land Use Plan.
- The proposal is reasonable in that the development of the Plan has included substantial outreach to property owners, stakeholders and the general public.

SECTION 2: That The Boulevards of Concord – Concord Mills Blvd & Bruton Smith Blvd Corridor Study as indicated on Attachment A – Inventory and Attachment B – Implementation Plan is adopted.

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

Adopted on this day August 8, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



THE BOULEVARDS OF CONCORD

CONCORD MILLS BLVD &
BRUTON SMITH BLVD
CORRIDOR STUDY

Inventory

Draft July 2024

acknowledgments

city staff

- » Kaylee Caton, Design Manager
- » Steve Osborne, Planning Director
- » Kevin Ashley, Deputy Planning Director
- » Gerald Warren, Urban Planner
- » Kayleigh Mielenz, Senior Planner Development Review
- » George Berger, Parks & Recreation
- » Andy Christy, Deputy Transit Director
- » Jamie Williams, Transportation Project Engineer

business committee

- » Greg Walter, Charlotte Motor Speedway
- » Roberto Medina, Hendrick Motor Sports
- » Angela Brown, Great Wolf Lodge
- » Donna Carpenter, Cabarrus Visitors Bureau
- » James Ross, Concord Mills / Simon Malls
- » Terry Crawford, City Council
- » Doug Stafford, Griffin Stafford Hospitality

implementation partners

- » NCDOT
- » City of Concord
- » City of Charlotte
- » Town of Harrisburg
- » Cabarrus County
- » Cabarrus-Rowan MPO

consultant team

- » Andrew Babb (Bolton & Menk)
- » Dylan McKnight (Bolton & Menk)
- » Zoe Huebner (Bolton & Menk)
- » Lisa Lundeen (Exult Engineering)
- » Melinda Seley (Exult Engineering)
- » Jenn Gregory (Retail Strategies)

table of contents

introduction

- » regional overview4
- » corridor overview..... 5
- » plan overview..... 6

transportation

- » travel volumes..... 8
- » transit service12
- » pedestrian and bicycle facilities.....13
- » previous transportation plans15
- » crash analysis.....16

land use

- » 2030 growth concept.....20
- » future land use 21
- » zoning23
- » airport restrictions25
- » environmental features26

market analysis

- » market analysis28

utilities

- » utility considerations32

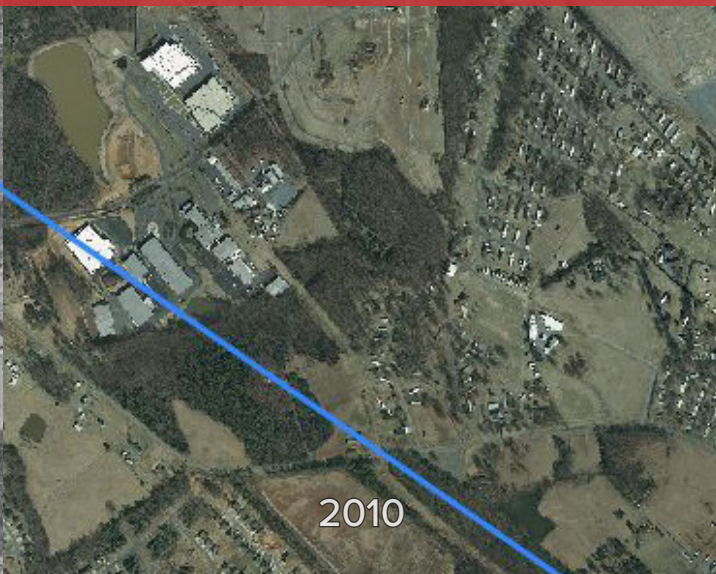
engagement

- » business committee35
- » fall 2023 community open house.....36
- » implementation partners.....42
- » spring 2024 community open house43
- » summer 2024 public review45



introduction

THE BLVDS
OF CONCORD
CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY

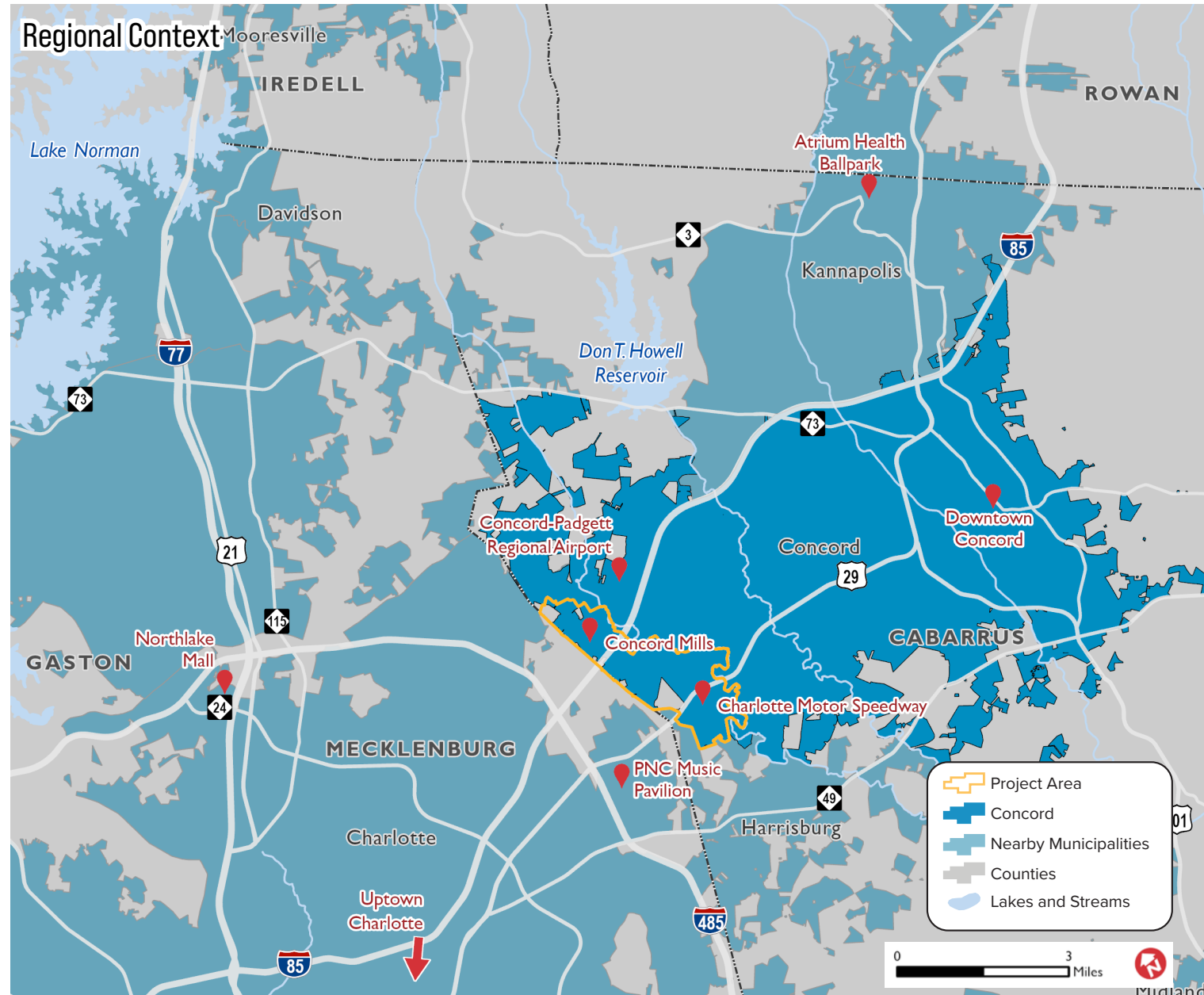


regional overview

The City of Concord is one of North Carolina's most populous and dynamic municipalities, with a history spanning multiple centuries and a historic downtown that is experiencing a dramatic renaissance. Concord is also home to some of the state's busiest shopping and tourism sites, over fifty thousand hotel rooms, and dozens of restaurants and shopping opportunities, all along the Concord Mills Boulevard - Bruton Smith Boulevard corridor in the southern portion of the city. This corridor sits approximately two miles north east of I-485 and offers great access to the Charlotte region and the residents, businesses, and infrastructure that call it home.

Concord Mills Boulevard and Bruton Smith Boulevard are some of the largest and busiest roads in the city and play host to some of the most exciting and dynamic attractions in the region. The City of Concord has created this study to establish a vision for the corridor and the areas around it and a path to achieve that vision, based on input from business owners, residents, workers, and other members of the community.

What is today the Concord Mills Boulevard - Bruton Smith Boulevard corridor was built in the mid 1990s and connected the existing Charlotte



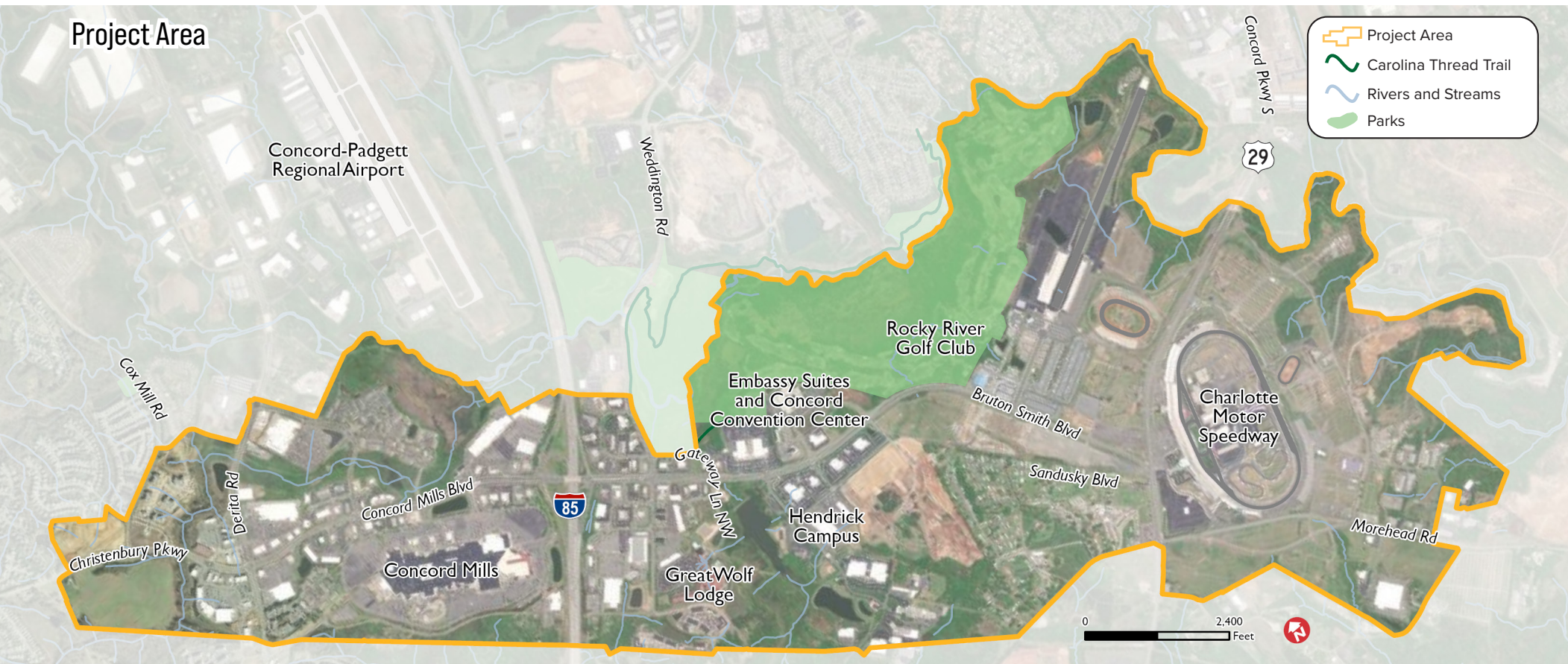
corridor overview

Motor Speedway to Interstate 85. The road extended to the west and was quickly joined by Concord Mills mall. Over time, the corridor developed with additional commercial and tourism opportunities while residences began to be built around the corridor.

Today, the Boulevards study area is home to many destinations, including Concord Mills and the Charlotte Motor Speedway who are now

joined by the Concord Convention Center, Great Wolf Lodge, over a dozen additional hotels, and a myriad of other shopping and restaurant options. The corridor also plays host to a major campus owned by Hendrick which includes car dealerships, motorsports facilities, and an upcoming advanced manufacturing center. East of I-85, the corridor provides access to Rocky River Golf Club, a City-owned, 18-hole golf course. West of 85, the study area includes

apartment complexes, grocery stores, and small medical offices. Interstate 85 travels through the corridor and connects to the Boulevards at the busy exit 49 interchange.



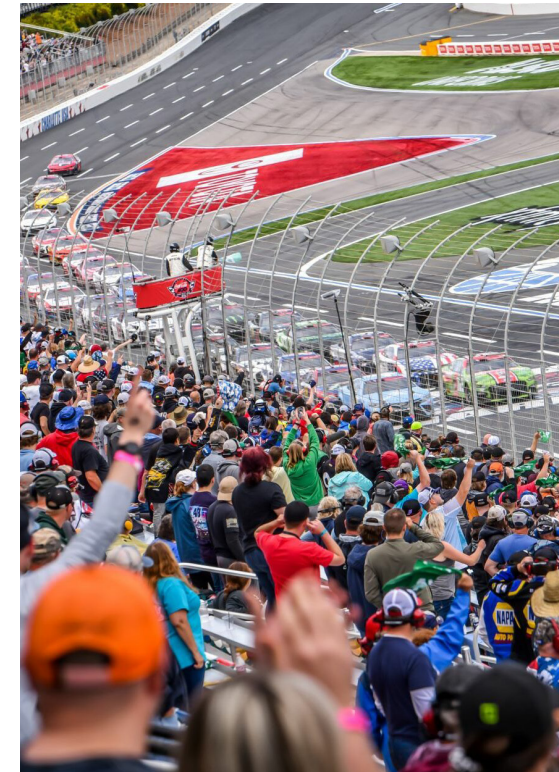
plan overview

The Boulevards of Concord Corridor Study was created over the second half of 2023 and into 2024 and represents the synthesis of extensive research; public, business, and other stakeholder engagement; and creative planning efforts undertaken by the City.

This Inventory document contains the results of the first phase of the planning process, which included research on the existing conditions, opportunities, and constraints of the study area and its environs. This inventory was conducted to ensure that all planning participants were working from a common understanding of the study area's current situation to best identify needs for the future.

This research effort and this document are organized around the four topics shown to the right: transportation, land use, market conditions, and utilities and infrastructure. The following pages present information relevant to each topic in the order shown to the right.

Transportation	Roadway Capacity Transit Service Pedestrian and Bicycle Facilities Crash Analysis
Land Use	Future Land Use Plan Zoning Airport Restrictions Environmental Features
Market Conditions	Trade Area Demographics Market Gaps
Utilities	Easements Wastewater Considerations



Project Schedule





transportation

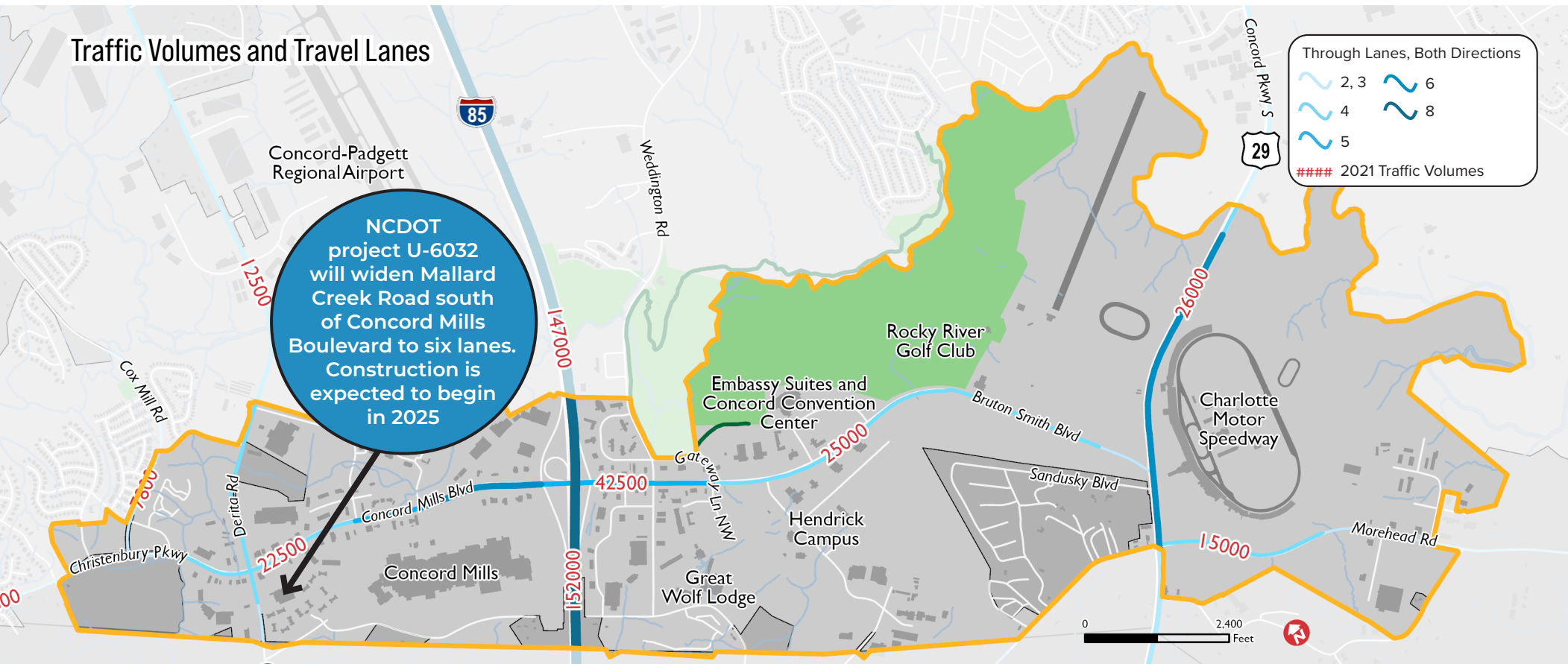
THE BLVDS
OF CONCORD
CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY

Concord Mills Boulevard has some of the highest vehicular volumes in Concord. On an average weekday, over 40,000 vehicles use the ramps at the I-85 Interchange. The way that residents, employees, and visitors get to and move around the Boulevards have a huge impact on the area's future. Taking roadway capacity into account before creating a new plan may dictate future land uses or provide

evidence for the need of multi-modal corridors that allow people to drive, but also use transit, walk, roll, and bike.

The roadway also has a traffic volume distribution that is distinct from typical suburban arterials. On many other major roads in similar areas, the primary driver of traffic is commuting, which generates high volumes of trips in the morning and afternoon peak periods, with lower

trips during the day and overnight. While this corridor does serve as a commuting route for a significant number of nearby residents, the retail, restaurant, and entertainment businesses along the corridor are a major driver of traffic as well. Due to this, traffic volumes in the afternoon are much higher than in the morning, and the corridor has a notable midday peak in traffic. In addition, weekend traffic is notably higher



travel volumes

than on other corridors that may otherwise seem similar. Between 9am and midnight, traffic volumes on Concord Mills Boulevard are higher on a Saturday than at the same time on a typical weekday. These kinds of traffic volumes are also less directional than typical commuting patterns, which can create additional challenges with timing and coordinating signals.

Existing ITS Infrastructure

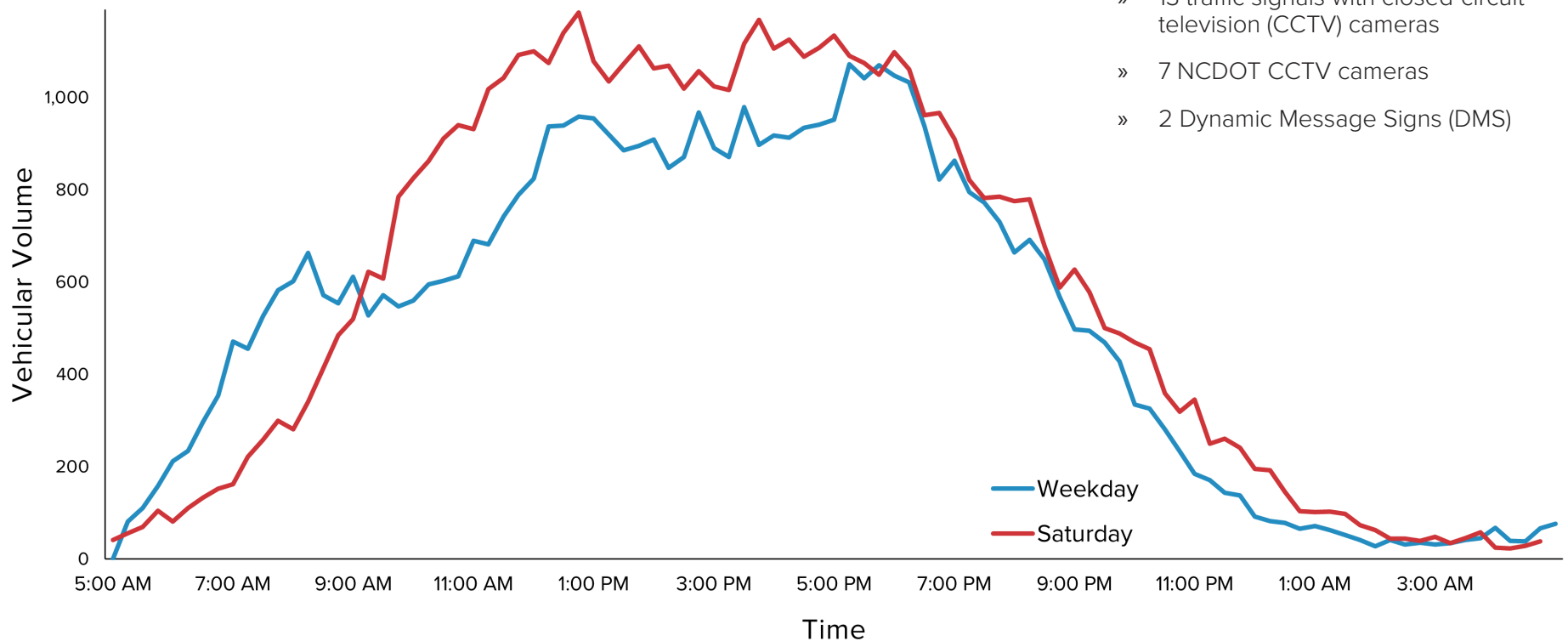
The City of Concord identifies the Concord Mills/Bruton Smith Boulevard Corridor (“corridor”) as a top priority when considering equipment upgrades or piloting new technologies given the significant destinations located within the corridor.

The City currently operates and maintains 6.67 miles of fiber optic cable communications network within the corridor. The City also has shared use of North Carolina Department of Transportation (NCDOT) fiber optic communications cable within the corridor to operate the City’s traffic system. The City does not have an agreement to use NCDOT’s fiber to create redundancy within the City’s network or for other uses.

The following additional existing ITS components are within the corridor study limits:

- » 13 traffic signals with closed-circuit television (CCTV) cameras
- » 7 NCDOT CCTV cameras
- » 2 Dynamic Message Signs (DMS)

Time of Day Traffic Distribution on Concord Mills Boulevard west of I-85



existing ITS infrastructure

As shown in the Existing ITS Infrastructure figure, all traffic signals within the corridor study are interconnected. However, City-owned fiber does not cross I-85 along Concord Mills Boulevard and over half of the signals within the corridor are connected via NCDOT-owned and maintained fiber.

The two DMS signs on the corridor are located on the northbound exit ramp from I-85 to

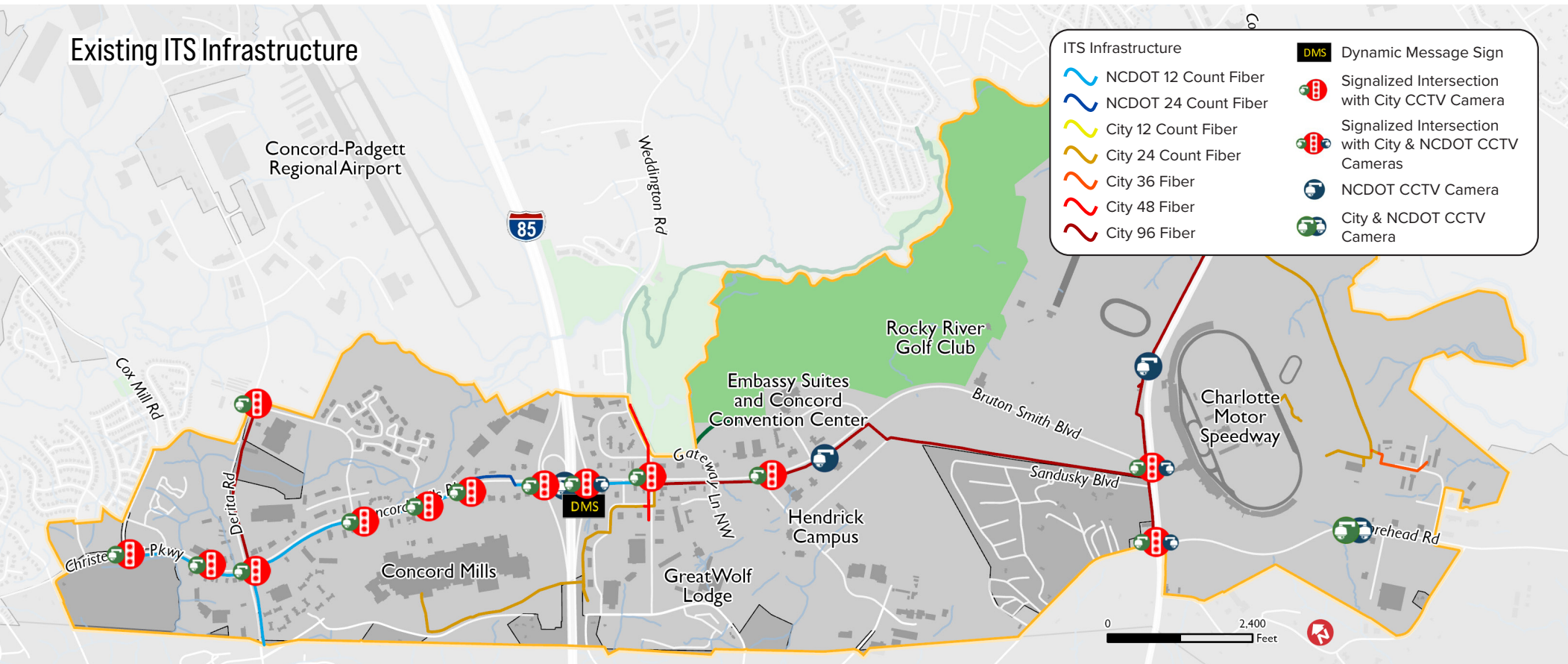
Concord Mills Boulevard. These signs are full-matrix, color signs and are utilized for lane assignment.

A police substation is currently located within the southwest portion of the Concord Mills building and is connected via 24-count City-owned fiber. This substation is planned to be moved to the airport so this fiber will not be used by the substation in the future. The police

department has installed solar-powered license plate readers (LPRs) around the mall.

Event management is an important consideration along this corridor for the two significant destinations that are contained within: Concord Mills shopping center and the Charlotte Motor Speedway.

During Speedway events, the City implements preprogrammed signal timing changes as



existing ITS infrastructure

well as active traffic management. An NCDOT trailer is located across from the Speedway, which functions as the remote command center allowing for real time signal adjustments to be implemented during an event. During Black Friday shopping at Concord Mills, preprogrammed signal timing plans are implemented to prioritize traffic to/from the shopping center. Lane shifts are also implemented along the Mall Ring Road.

The City is currently running Centracs Central with ASC3 and is expecting to transition traffic signals to using MaxTime by 2027. There are currently no pedestrian signals or bike/pedestrian detection within the corridor. Currently, only two signals along the corridor have pedestrian capabilities, the traffic signal at the back entrance to Concord Mills at Carolina Lilly Lane and the Concord Mills Boulevard and Derita Road intersection. A new signal is planned to be installed at John Q Hammonds (Gate Z) and Bruton Smith Boulevard; this signal will also have pedestrian capabilities.

There are currently no robust transit options along the corridor. The City currently offers a bus route, Route 6, that travels among Walmart, AMC Concord Mills, Embassy Suites, Gateway Lane 2, and Rowan-Cabarrus Community College. The corridor does not currently operate with transit signal priority (TSP).

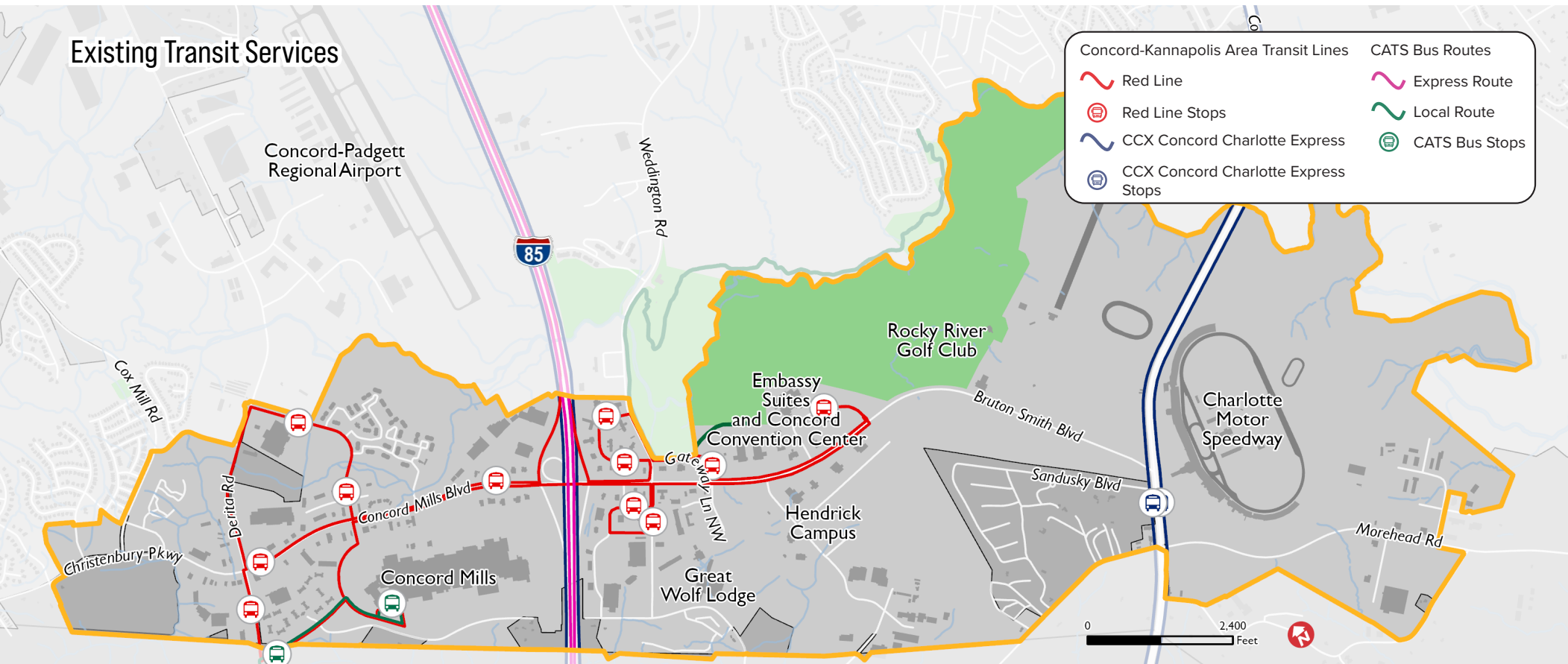
There are not currently any City-owned cameras installed on multi-use paths in the vicinity of the corridor.



transit service

A handful of transit routes serve the study area. The Charlotte Area Transit System (CATS) operates Route 54, which connects Concord Mills Mall to the University City Boulevard station of the Blue Line light rail system, via the Mallard Creek Road and IBM Drive corridors. Concord Kannapolis Area Transit operates the Rider transit system, which includes the Route Six/Red Route line. This route provides local connections along the corridor and access to

the Rider Transit hub off I-85 along Concord Parkway. The route is circuitous and as such, traveling from the east side of I-85 to the west side via Route Six consumes almost an hour. Along US 29, Rider's Concord-Charlotte Express (CCX) route connects the Rider Transit hub to the J.W. Clay Station on the Blue Line.



pedestrian and bicycle facilities

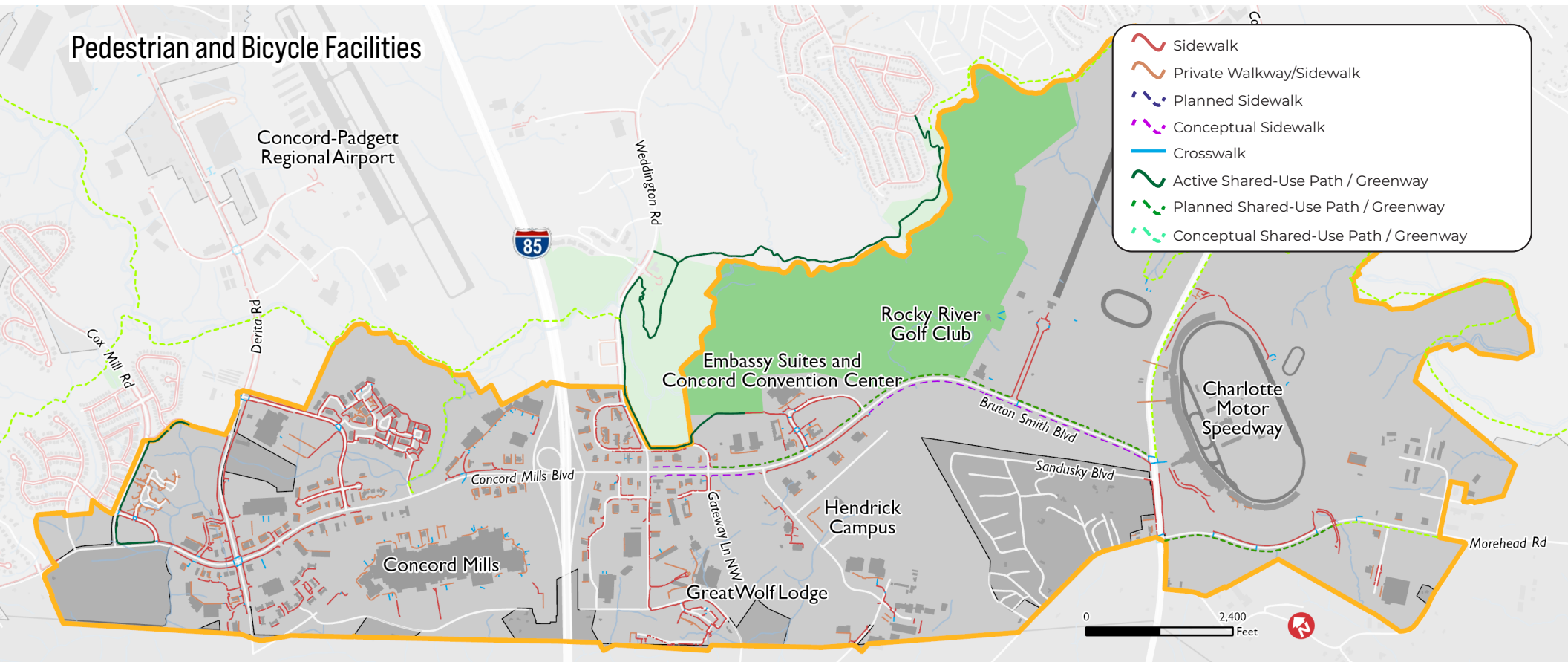
Multi-Use Paths

Just outside of the primary study area to the east of I-85 lies the Hector H. Henry II Greenway, which connects the Concord Convention Center area to the Weddington Road Bark Park and beyond to residential neighborhoods north of the Rocky River Golf Course. This is the only off-street greenway

in the area. Additional shared-use paths have been built as part of new developments near Cox Mill Road.

In August 2009, the Carolina Thread Trail published the Carolina Thread Trail Master Plan for Cabarrus County Communities. Within the document, they identified the Rocky

River Corridor as Clarke Creek to Harrisburg, which includes the segment adjacent to the Boulevards corridor. The plan then identifies phased actions for implementation.



pedestrian and bicycle facilities

Sidewalks and Crosswalks

Sidewalks throughout the study area are generally present near and within more recent developments, most notably to the west of I-85. This has created partial networks that do not fully connect to each other. East of I-85, NCDOT project EB-5732 will bring sidewalks to the north side of Bruton Smith Boulevard from Weddington Road to US 29. It should be expected that any future developments will add sidewalk/multi-use paths to the south side of Burton Smith Boulevard. This will add key safe walking spaces to areas around the Speedway and many lodging and parking areas nearby.

There are only three locations in the study area where a pedestrian could safely cross the Boulevards today - at Derita Road/Mallard Creek Road, at the flyover into Concord Mills, and at US 29. No other signals have marked or signalized pedestrian crossing opportunities across the Boulevards, though many have marked crossing across side-streets.

Bicycle Facilities

There are currently no dedicated bicycle facilities in the study area beyond the Hector H. Henry II Greenway. The Boulevards are host to multi-lane, high-speed, high-volume automotive traffic and are not a safe or comfortable route for cyclists.



Cabarrus-Rowan MPO Metropolitan Transportation Plan

The Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) provides transportation planning for the two-county region, including the study area. The MPO's current Metropolitan Transportation Plan (MTP) establishes transportation goals and plans for projects to be implemented through 2050. It has been developed to meet the needs of each individual community by prioritizing multi-modal options and detailing the benefits of future investments in the roadway, transit, bicycle, and pedestrian systems. The MTP calls out specific pieces of the corridor to be addressed.

- » Sidewalks on both sides of Bruton Smith Boulevard and Concord Mills Boulevard for pedestrian safety and connectivity.
- » Roadway expansion of Derita Road from Poplar Tent Road to Aviation Boulevard.
- » The I-85 corridor beginning at Concord Mills Boulevard to the Rowan County line should be studied further for the implementation of congestion management practices.
- » The 2050 strategy recommends additional physical capacity, access management at interchange ramps, IMAP, and ITS throughout the corridor. Related projects may be selected for funding through the state's Transportation Improvements Program in the future.

Cabarrus County Long Range Public Transportation Master Plan (LRTMP) (2020)

Cabarrus County's official transit plan highlights the current Route Six/Red Route. Route Six as the second longest route in the Rider system. This plan suggests a phased implementation of a Concord Mills Circulator that would connect riders with the east and west sides of the corridor and the broader transit system. This circulator would extend to also connect to the Charlotte Motor Speedway and Concord-Padgett Airport. The current Route Six would be modified to connect the new circulator to the system's transit center.

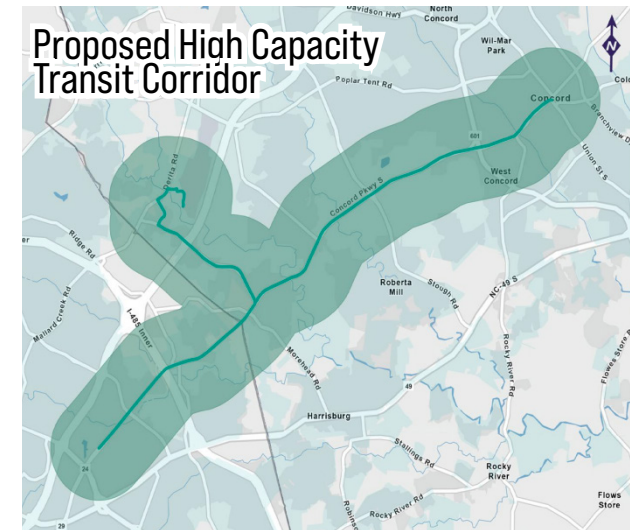
City of Concord Open Space Connectivity Analysis Plan

The document outlines plans for open space across the city and the future of trails and greenway amenities. Three trails within the study area are mentioned:

- » Rocky River Tributary - Planned segment follows the tributary and connects to roadways and neighborhoods east of I-85 and north of the Speedway.
- » Greenway south of the Speedway - Conceptual idea that would connect into the Town of Harrisburg.
- » Sidewalk installation along Bruton Smith Boulevard, Concord Mills Boulevard, and Christenbury Parkway.

Connect Beyond Plan

Connect Beyond is a regional mobility plan published in October 2021. The plan covers 2 states, 12 counties, and 2.6 million residents and was created through a multi-jurisdictional effort led by the Centralina Regional Council and CATS. The plan includes a High-Capacity Transit (HCT) corridor on US Highway 29 and along the Boulevards. This corridor would begin at J.W. Clay station on the LYNX Blue Line. Two endpoints have been discussed: Concord-Padgett Regional Airport and Downtown Concord. The routes that would serve each terminus are shown in the map below.



To gain an understanding of safety trends and concerns in the area, records of **crashes from July 1, 2017 through June 30, 2023** were provided by NCDOT and analyzed. Analysis areas included the following major roadways in the study area:

- » Christenbury Parkway/Concord Mills Boulevard/Bruton Smith Boulevard between Beard Road and US 29 (called The Boulevards below)

- » US 29 between Morehead Road and the Rocky River
- » Morehead Road between US 29 and Victory Lane

The table below shows a summary of the crashes by corridor, including crash type, crash severity, and crash rates.

Overall Crash Rates and Types

US 29 and Morehead Road had overall crash rates below the statewide average for similar

facilities, suggesting that they do not pose any more safety concern than other similar roadways in the state. **The Boulevards have a crash rate more than double the statewide rate** for similar facilities. Almost half (43%) of crashes on the Boulevards are rear ends, which can indicate irregular/unreliable congestion due to sudden stops and starts on the roadway. The Boulevards also saw a much higher portion of crashes that were angle crashes (13%, compared to 7-10% for US 29 and Morehead Road), which can suggest issues related to intersection operations.

Crash History by Corridor 2017-2023

	Crash Type									Crash Severity			Total Crashes		Total Crash Rate			Fatal Crash Rate			Non-Fatal Injury Crash Rate		
	Angle	Fixed Object	Left Turn	Pedestrian	Ran Off Road	Rear End	Right Turn	Sideswipe	Other	Fatal	Non-Fatal Injury	Property Damage Only	Total of Crashes	Corridor Severity Index	Corridor Crash Rate ¹	Statewide Rate ²	Critical Rate ³	Corridor Crash Rate ¹	Statewide Rate ⁴	Critical Rate ³	Corridor Crash Rate ¹	Statewide Rate ²	Critical Rate ³
The Boulevards	126	5	89	3	21	409	59	204	37	1	202	750	953	2.7	513	256	258	0.5	0.7	0.8	109	71	72
US 29	7	0	13	0	12	38	5	21	2	0	27	71	98	3.0	178	205	208	0	1.1	1.3	49	59	61
Morehead Road	5	0	8	0	0	21	3	9	5	0	8	43	51	2.2	245	256	262	0	0.7	1.5	38	71	75

1: Crash rates are expressed as crashes per 100 million vehicle miles travelled

2: Christenbury Parkway/Concord Mills Boulevard/Bruton Smith Boulevard and Morehead Road are compared to statewide averages for All Secondary Routes with 4+ lanes divided. This is the primary cross section throughout the project limits.

3: Based on the statewide crash rate (95% level of confidence). The critical crash rate (a statistically derived value against which a calculated crash rate can be compared to see if the rate is above an average far enough that something besides chance must be the cause) is used to denote statistical significance.

4: US 29 is compared to statewide averages for All US Routes with 4+ lanes divided. This is the primary cross section throughout the project limits.

crash analysis

Severity

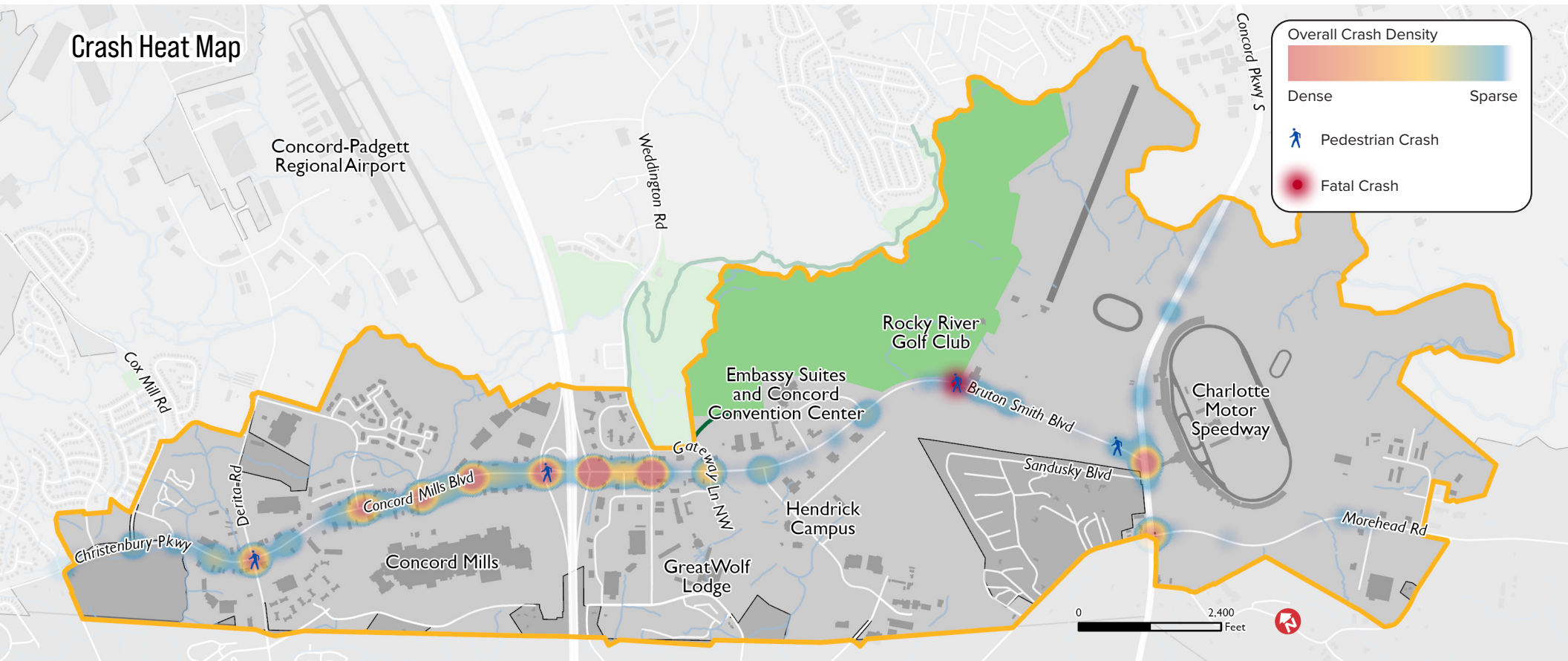
All three corridors have severity indices that show that the **majority of crashes do not cause injuries or fatalities** instead only cause property damage. This suggests that crashes – even when frequent – are generally of low severity. Only one fatality was observed along these three corridors in the analyzed timeframe and all three corridors have fatal crash rates below

statewide averages. However, the Boulevards was seen to have a **non-fatal injury crash rate above the statewide average and critical rate**, showing that while the majority of crashes only cause property damage, injuries are still more frequent than on other similar facilities.

Other Concerns

Crashes on the Boulevards corridor include 316 crashes at night – about one third of all crashes.

The **nighttime crash rate** (170 crashes per 100 million vehicles miles traveled (MVMT)) on this corridor is **almost triple the statewide rate** of 58 crashes per MVMT. This may be due to the corridor’s higher-than-typical nighttime usage, but may also suggest that **improved lighting** is needed. The Boulevards’ crash rate during wet conditions was also seen to be more than double the statewide critical rate (85 crashes per MVMT compared to 41 crashes per MVMT).



crash analysis

The other analyzed corridors had no observed crashes during wet conditions.

Crashes by Intersection

Crashes along the Boulevards were also analyzed by intersection. The table below shows crashes by intersection and a total severity index for each. In general, crashes are more prevalent

at intersections with more total volume. The intersection of Concord Mills Boulevard/Bruton Smith Boulevard with the I-85 northbound ramps has an exceptionally high crash rate, even considering the high travel volumes through the intersection. This intersection saw twice as many crashes as the intersection with the I-85 southbound ramps. Of these 266 crashes,

over half are rear ends, which are commonly associated with congestion and are likely due to high-speed traffic from I-85 interacting with unexpected queues on the ramp. The intersection with Weddington Road was similarly seen to have a high volume of crashes, the majority of which were rear end crashes.

Crash History by Intersection (2017-2023)

Crash Type	Beard Road	Cox Mill Road	Derita Road	Thunder Road	Bexley Way/Blue Sky	Concord Mills Mall	I-85 SB Ramps	I-85 NB Ramps	Fireball Roberts Road	Weddington Road	Gateway Lane	Papa Joe Hendrick Boulevard	US 29
Angle	3	1	16	15	11	29	5	16	2	10	13	5	6
Fixed Object	0	0	0	0	0	1	0	1	0	0	1	0	1
Left Turn	2	1	9	18	3	6	4	18	0	6	7	2	12
Other	0	1	7	2	2	4	2	5	0	7	1	0	3
Pedestrian	0	0	1	0	0	0	1	0	0	0	0	0	0
Ran Off Road	0	0	1	0	0	0	1	10	0	0	1	0	2
Rear End	1	7	28	32	33	33	72	150	18	86	7	4	49
Right Turn	0	0	2	7	8	6	5	15	4	14	1	0	4
Sideswipe	0	0	13	9	23	28	21	51	9	31	3	2	17
Total Number of Crashes	6	10	77	83	80	107	111	266	33	154	34	13	94
Intersection Severity Index	3.47	3.22	2.92	2.87	2.02	2.18	2.27	2.08	2.79	2.49	3.42	4.49	2.73



land use

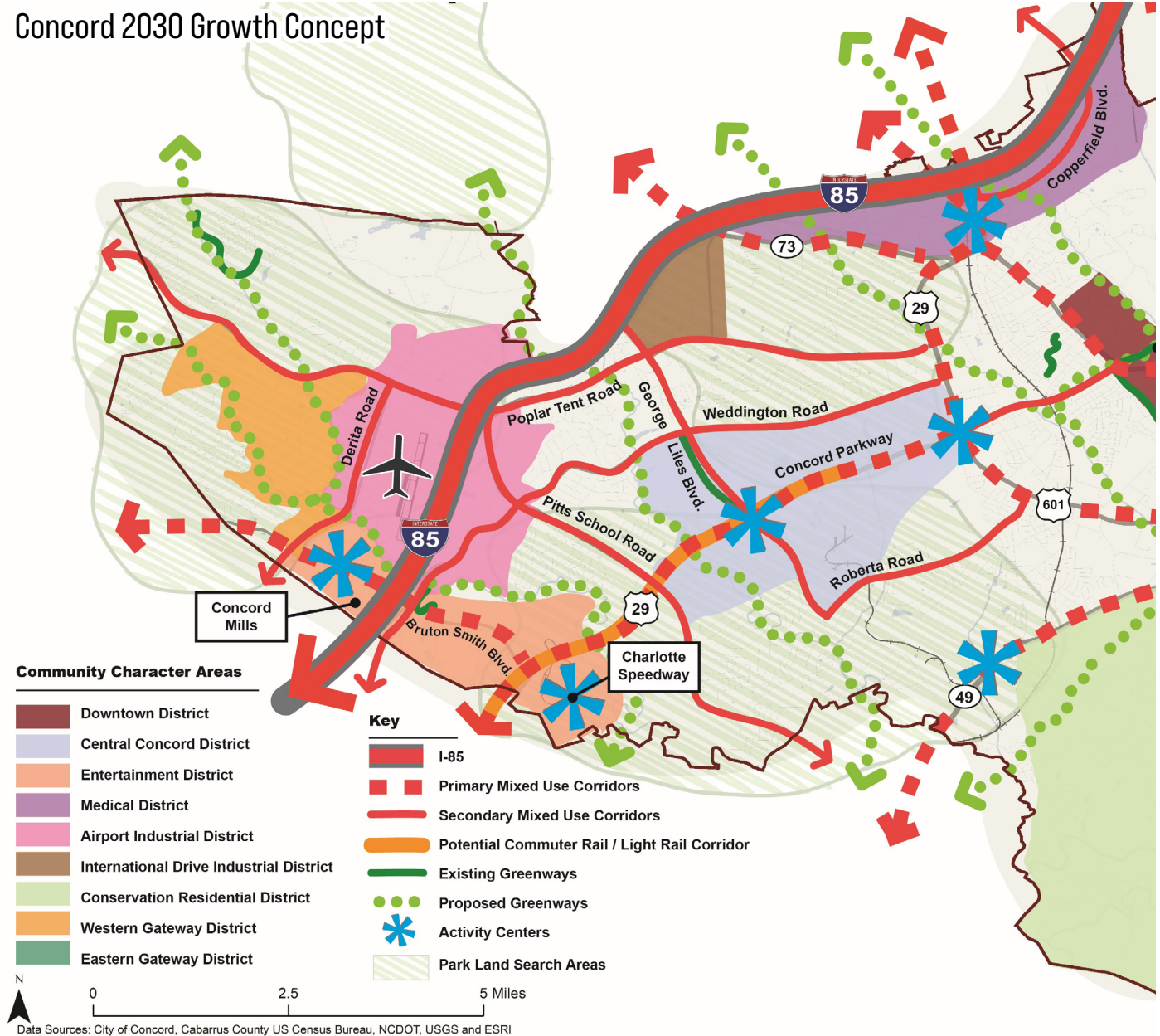
THE BLVDS
OF CONCORD
CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY



2030 growth concept

The 2030 Growth Concept Map was completed during the City of Concord's 2030 Land Use Plan. It generally describes where the City predicts various Districts to emerge in and the transportation corridors and greenways that will connect them. The Concord Mills & Bruton Smith Boulevard area has been labeled as an Entertainment District with two Activity Centers. One located at Concord Mills Mall and one at the Charlotte Motor Speedway. As noted previously in the 2030 Connect Beyond Plan, Highway 29 is shown as a potential Commuter Rail / Light Rail Corridor.

Concord 2030 Growth Concept



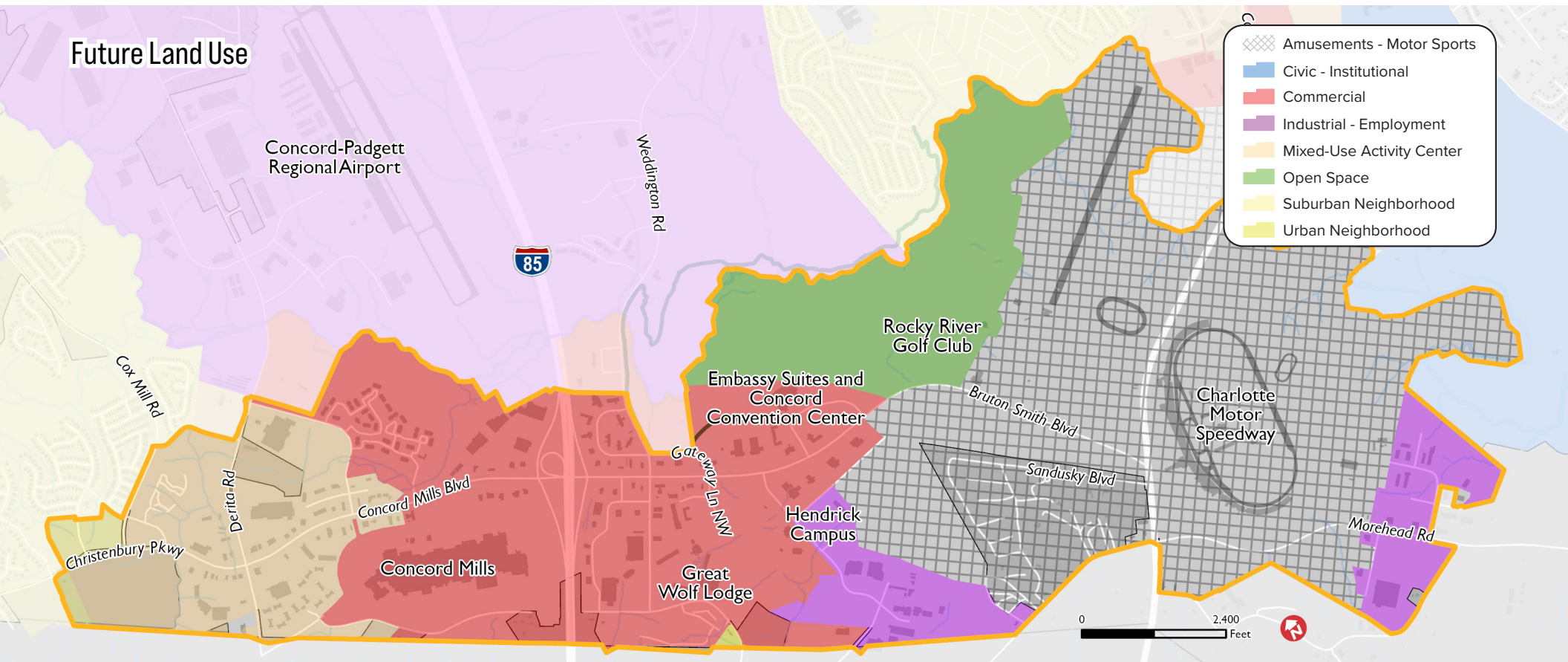
future land use

The various businesses, residences, and other destinations along the Boulevards drive demand and attention in the area. The study area is composed of many different land use designations and the City's 2030 Land Use Plan established a vision of what this area may become in the future. These designations are purely visionary and are not binding.

Future land use designations within the study area include:

Amusements - Motor Sports: Includes the Charlotte Motor Speedway and surrounding areas that support the racing industry. This area has noise level and traffic pattern characteristics that may impact surrounding development warranting a special land use classification.

Commercial: Areas designated as Commercial are intended to represent those that include a variety of commercial uses at different intensities, including Concord Mills Mall, lifestyles centers, and community shopping centers.



future land use

Industrial - Employment: Identifies those areas that have either already developed as industrial or are suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. These industrial areas should be preserved for employment uses to generate jobs for the community. This is inclusive of the Hendrick’s campus and areas east of the Speedway. Outside of the study area, the Concord-Padgett Airport is within the Industrial future land use zone.

Mixed-Use Activity Center (MUAC): Encompasses the area to the immediate west of Concord Mills. These areas serve broader economic, entertainment, and community activities near neighborhoods to encourage active living, with a comprehensive and interconnected network of walkable streets. MUACs are located at key intersections of major transportation corridors, that have high growth potential, where the infrastructure can support denser development.

Open Space: Permanently protects important open spaces in the community. Land may be dedicated for preservation by legal means or for land used for active and passive recreational purposes. The Rocky River Golf Club is within this designation to protect the Rocky River.

Urban Neighborhood: Mix of moderate- to high-density housing options. Neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. Design encourages active living with a complete and comprehensive network of walkable streets. Non-residential and multi-family uses are typically developed with minimal street setbacks. Designation is found on the west side of the corridor as a transition from commercial to residential.

Areas just outside the study area are also identified as the following:

Civic - Institutional: Uses in this future land use category include public facilities, public and private schools, places of worship, cemeteries and other community gathering facilities. The City of Concord’s landfill is within this designation to the east of the study area.

Suburban Neighborhood: Includes single-family areas that are formed as subdivisions or communities, with a relatively uniform housing type and density throughout. Homes are typically oriented interior to the neighborhood and are typically buffered from surrounding development by transitional uses or landscaped areas. Often found in close proximity to suburban commercial, office, and industrial centers. Found directly to the west of the study area.



I-2, I-1-CD (General Industrial District): Provides for areas of heavy and concentrated fabrication, manufacturing and industrial uses which are suitable based upon adjacent land uses, access to transportation and the availability of public services and facilities. The District is established to provide sites for activities which involved major transportation terminals, and manufacturing facilities that have a greater impact on the surrounding area than industries found in the I-1 District. I-2 Districts should not be located adjacent to any property that is zoned for residential use, including mixed-use developments with an adjacent residential designation.

MX-CC2 (Mixed Use-Commercial Center Large): Example uses in this district may include large-scale retail uses that provide major durable goods shopping, restaurants, and services to multiple residential areas. A variety of integrated uses should be provided, including concentrated office, research and development, medical, institutional, and civic uses. This district should be located at the intersection of a collector/arterial street or at the intersection of an arterial street and highway.

PID (Public Interest District): Areas designated by the City Council as having special and substantial public interest, by virtue of unique environmental, economic, cultural, entertainment, or other characteristics

or conditions not generally shared by other areas of the City. Within the study area, the Charlotte Motor Speedway is designated as a Public Interest District.

PUD (Planned Unit Development District): The purpose of the PUD is to provide for the orderly development of land with a mix of land uses and intensities. PUD zoning is intended to permit innovation and flexibility in the design, construction and processing of mixed-use developments in exchange for the developer providing enhanced design elements.

RC, RC-CD (Residential Compact): A high-density residential district which allows compact development consisting of all residential unit types where facilities and services are available. Unit types may include single family attached dwellings, townhouses, duplexes and apartments, with a maximum of 15 dwelling units per acre. RC may serve as a transitional district between lower density residential and low intensity commercial uses.

RV (Residential Village): Provides areas for detached and attached single-family homes, with a maximum of eight dwelling units per acre, where facilities and services are available. Large-lot development is discouraged. RV supports concentrating urban growth and reinforcing existing community centers, allowing limited commercial development and mixed-use structures.

Cabarrus County Zoning

Some parcels in the study area are not incorporated into the City of Concord. Designations in the study area are as follows.

Limited Commercial (LC): District is intended to accommodate relatively small scale commercial and office development an intensities complementary to residential land uses.

General Commercial (GC): Provide locations for large scale commercial activities and will accommodate a wide variety of office, retail and lodging.

Limited Industrial (LI): Zoning provides a location for light industrial land uses such as assembly operations, storage and warehousing facilities, offices and other light manufacturing operations.

Office/Institutional (OI): Accommodates relatively low intensity office and institutional uses that are complementary to residential land uses. Serves as a transitional district.

Low Density Residential (LDR): While focused on single-family residential development, this district to designed to allow for a wide variety of residential types.

airport restrictions

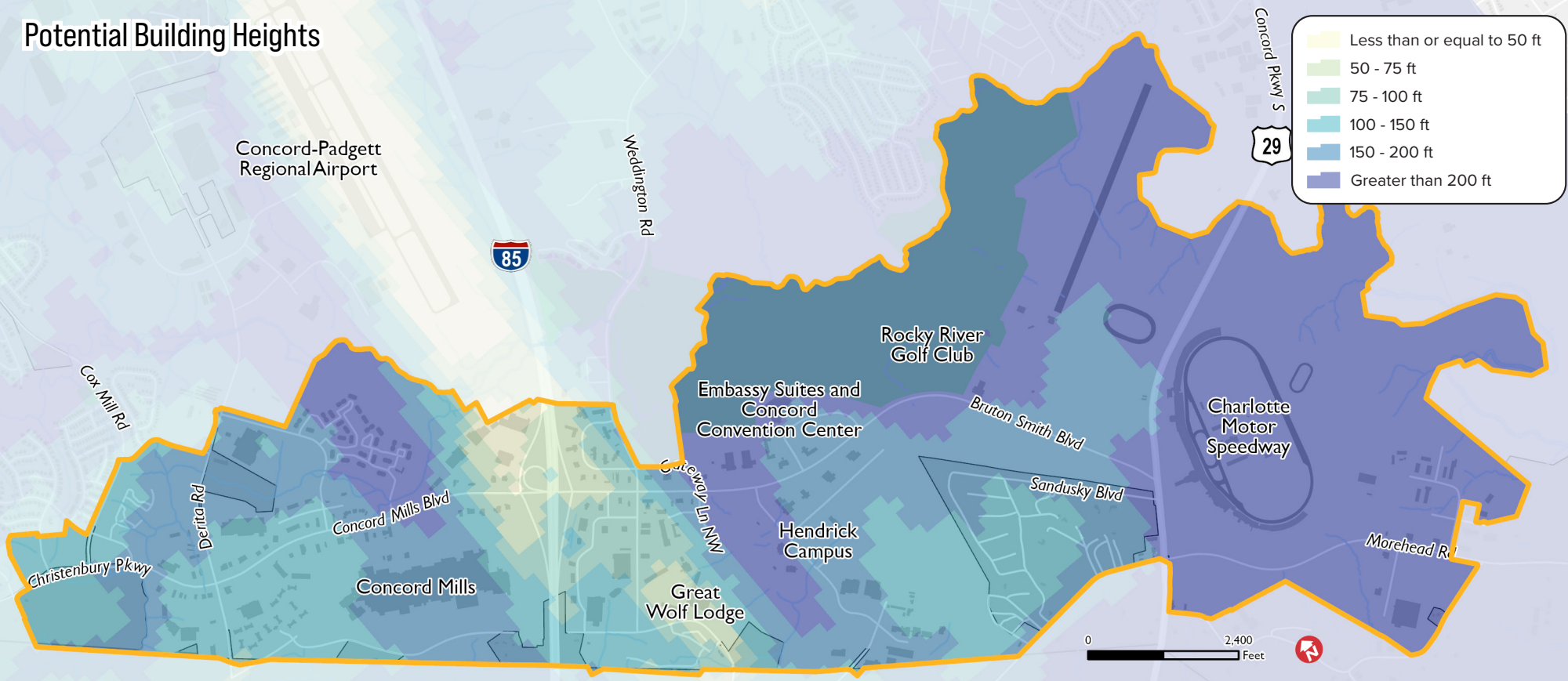
Immediately north of the study area west of I-85 is Concord-Padgett Regional Airport, the eighth busiest airport in North Carolina. Access to this airport, which includes services from charter flights, ultra low-cost carrier Allegiant Air, and general aviation, is one key advantage for the tourism and business activities in the study area. However, the presence of the airport also necessitates building height restrictions and a runway protection zone to provide safe

navigation of aircraft to and from the airport's single runway. The runway protection zone presents challenges to the expansion of the Hector H. Henry II Greenway as the new trail would travel near the southern edge of the airport property. Discussions with FAA are underway to determine feasibility.

The map below provides an approximate understanding of potential building heights

by comparing the height restrictions related to the airport to existing ground levels. In the areas directly beyond the runway around the I-85 interchange, height restrictions limit building height to less than fifty feet. In many places, building heights could theoretically reach up to 75 feet and in some areas, even taller buildings are possible. In general, airport height restrictions provide minimal constraint on existing building height.

Potential Building Heights

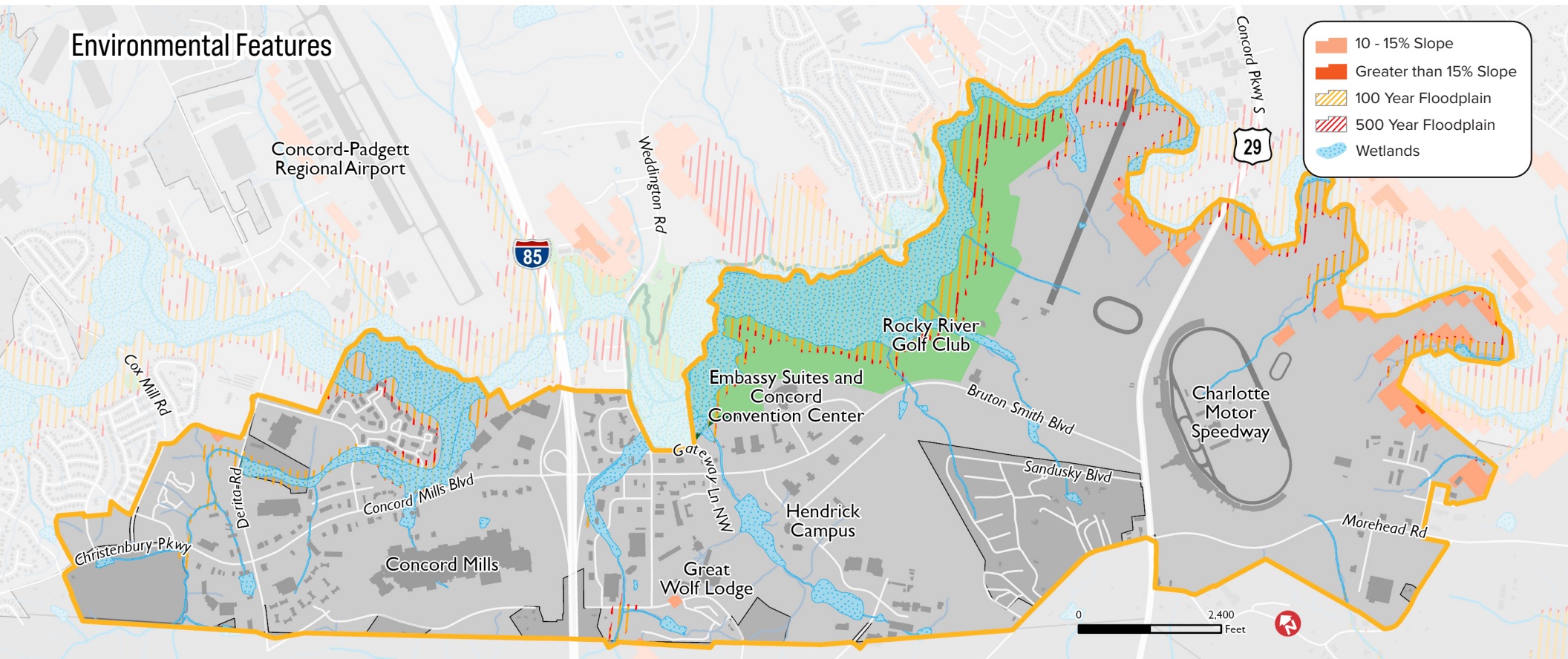


environmental features

Built south of the Rocky River, the study area has many waterways, floodplains, and wetlands that influence how infrastructure is added and how private developments occur. The map below shows how the presence of wetlands will likely continue to make lands in the Rocky River Golf Club and around the Bexley Way apartment community undevelopable. Waterways and

wetlands also exist immediately west of the Hendrick campus, near West Cabarrus Church.

Steep slopes are also present in the far eastern part of the study area, running down to Rocky River and then up the banks of the landfill.





market analysis

THE BLVDS

OF CONCORD

CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY



To understand existing commercial market conditions in Concord, NC, specifically related to the corridor focus area, planning team member Retail Strategies performed the following key reports:

- » Mobile Data Collection
- » Customized Trade Area (CTA) Analysis
- » Demographic Overview of CTA
- » Retail GAP Analysis utilizing CTA

Mobile Data Collection

Mobile data tracking uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. This technology includes mobile phone data with latitude and longitude points that are accurate to approximately 20 feet. Data inputs are updated as quickly as every 24-hours.

The data shown in the market analysis deliverable includes shoppers who visited the defined location during a 1-year period. This tool allows us to identify where consumers are actually coming from to shop in your market (Custom Trade Area) using actual data.

For this study, Concord Mills Mall was tracked (geofenced) for the period of August 2022 -August 2023.

The following are key insights:

- » Estimated Annual Visits: 1,715,451
- » Repeat Visitors: 6%
- » Tourists (Home location is more than 100 miles from tracked location.):
 - » Tourist Portion of Visits: 8.8%
 - » Average Distance from Home: 11.55 miles
 - » Average Dwell Time: 57 minutes

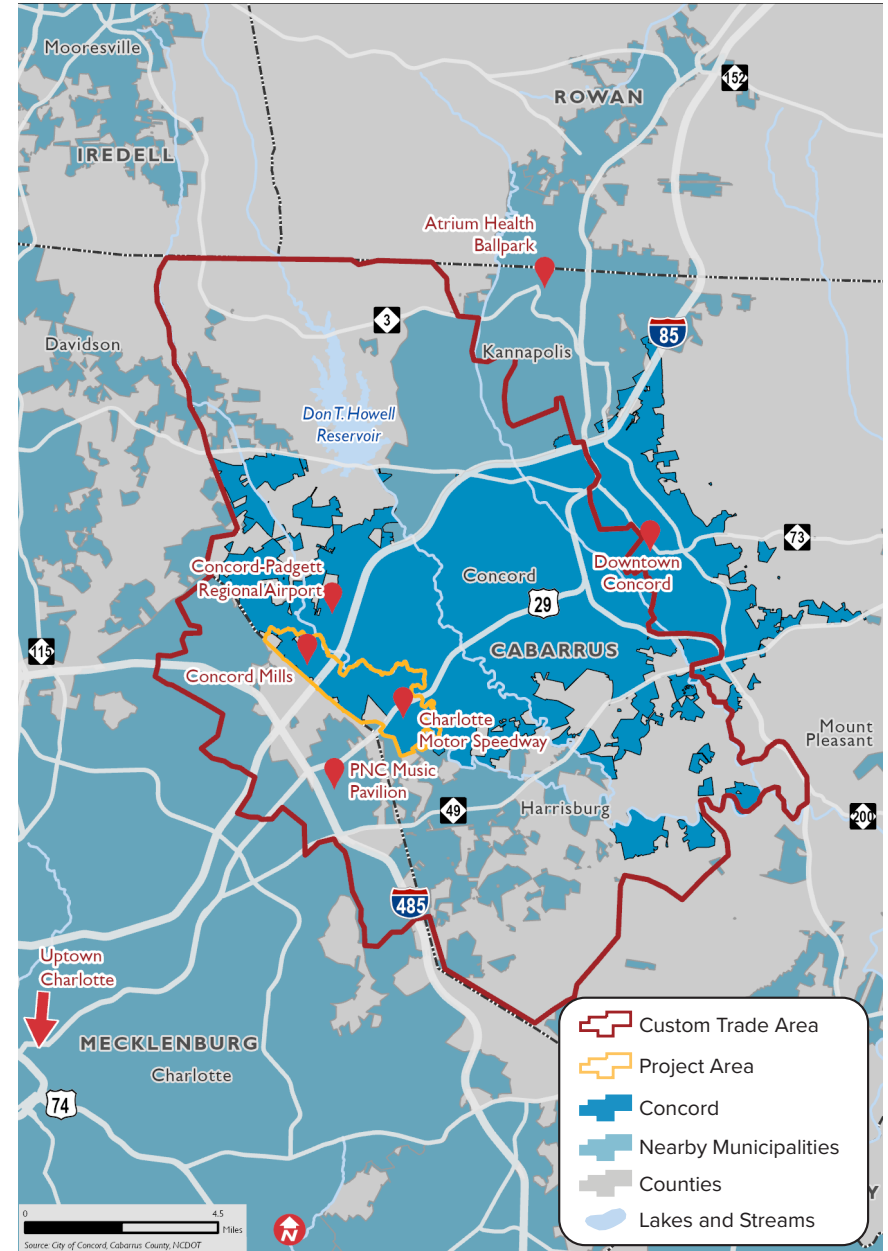
Custom Trade Area (CTA)

Each retailer has a specific set of site selection criteria they use to determine if they will have a profitable store. Municipal boundaries, radius rings, and drive time areas are a start.

A customized trade area is the next step to analyzing a market. A trade area defines a core customer base of consumers highly likely to shop and eat in the market at least once a month.

The trade area for this study has been created by combining a series of drive times, mobile data analysis, geographic boundaries, and proximity to neighboring shopping destinations.

The trade area map is shown to the right with the custom trade area shown in red.



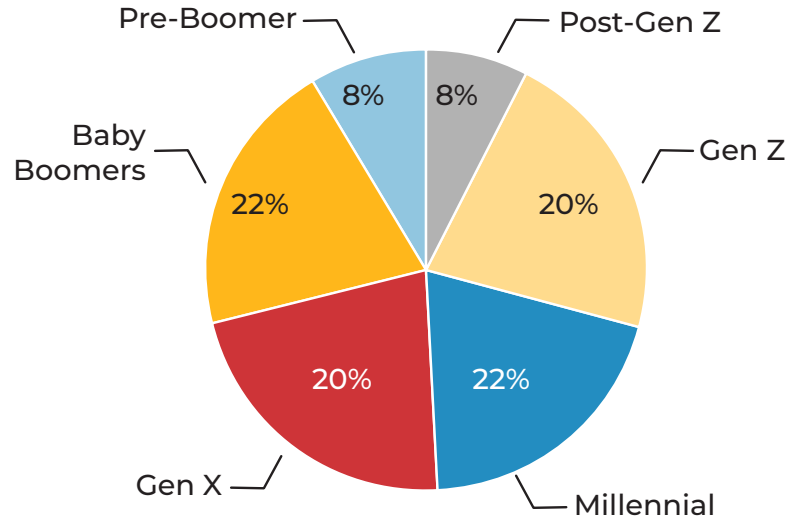
market analysis

Demographic Overview of CTA

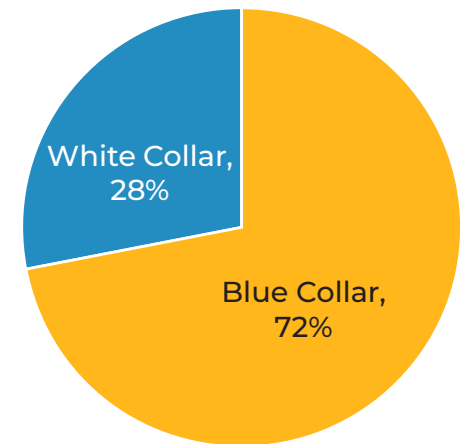
Demographics of residents in the custom drawn trade area are reflected in detail in the market analysis deliverable. Below are select key insights:

Estimated Population	201,400
Estimated Daytime Population	173,800
Average Male Age	36
Average Female Age	38
Estimated Households	78,600
People per Household	2.75
Median Household Income	\$78,650
Average Housing Unit Value	\$447,800

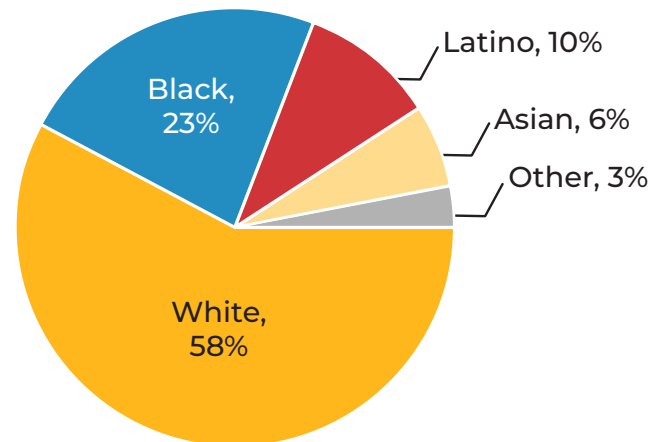
Custom Trade Area Population by Generation



Custom Trade Area Employment by Type



Custom Trade Area Population by Race



GAP Analysis

Retail Strategies uses STI:PopStats as our provider of the Consumer Demand and Supply by Establishment (or GAP) information. Several demographers provide the data in a variety of ways. Following are the sources and methodologies used by STI:PopStats and Retail Strategies to draw conclusions for you.

The market supply data is derived from annual retail sales and expenditures from the source data. The source for market supply is U.S. Census Bureau’s monthly and annual Census of Retail Trade (CRT) Reports; U.S. Census Bureau’s Economic Census. The source for the establishment is Bureau of Labor Statistics (BLS). The consumer demand data by establishment is derived from the BLS Consumer Expenditure Survey (CE).

The difference between demand and supply represents the opportunity gap or surplus available for each merchandise line in the specified reporting geography. When the demand is greater than (less than) the supply, there is an opportunity gap (surplus) for that merchandise line. For example, a positive value signifies an opportunity gap, while a negative value signifies a surplus.

Industries for the consumer expenditures survey are categorized and defined by the North American Industry Classification System (NAICS). Retail Strategies has narrowed down the categories to only those with real estate growth potential based on national trends.

Data is rarely perfect, but with proper analysis can get us a lot closer to the answer than we would be without it. This is one of several tools used to identify focus categories for recruitment. Our focus is more on the category than the actual dollar amounts.

The following are key insights from the GAP Analysis:

Retail Synergy

The Concord Mills Corridor Custom Trade Area (CTA) brings in thousands of consumers from outside the CTA boundaries, posturing the area as a retail/commercial destination. In the retail and real estate industry, we call this “retail synergy.”

Retail synergy is when multiple commercial businesses work together (usually unknowingly) to create a destination where consumers know they can find whatever products or experiences they are searching for because of the multitude of reliable options.

Location, promotion, shared resources (such as infrastructure – usually in a shopping center or mall,) special events (such as those at the Charlotte Motor Speedway,) complimentary product offerings, and experience are all attributes that add to retail synergy and are all attributes present in this study area.

Surplus Creates Retail Destination

Because of these factors, the majority of categories studied in the GAP Analysis show a surplus (demand outweighs supply in the CTA),

meaning that consumers in large quantities that live outside the CTA boundaries, are traveling into the CTA to make purchases. This is an ideal situation and presents unique opportunities as leaders wish to improve and enhance the study area.

GAP Analysis Key Findings

Biggest Opportunity Gaps

Building Material & Supplies Dealers	\$74M
Office Supplies, Stationary, & Gifts	\$9.9M
Department Stores	\$8.4M

Biggest Surpluses

Grocery Stores	\$346M
General Merchandise Stores	\$165M
Full Service Restaurants	\$46M



utilities

THE BLVDS
OF CONCORD
CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY

utility considerations

Ensuring sufficient utilities are present is a key component to ensuring a region is prepared to succeed. Existing utility easements can also provide opportunities for further improvements. Typical utilities - water, sewer, electricity, and broadband internet - are broadly readily available throughout the study area.

East of the study area is the City of Concord's landfill which is owned by Republic Services.

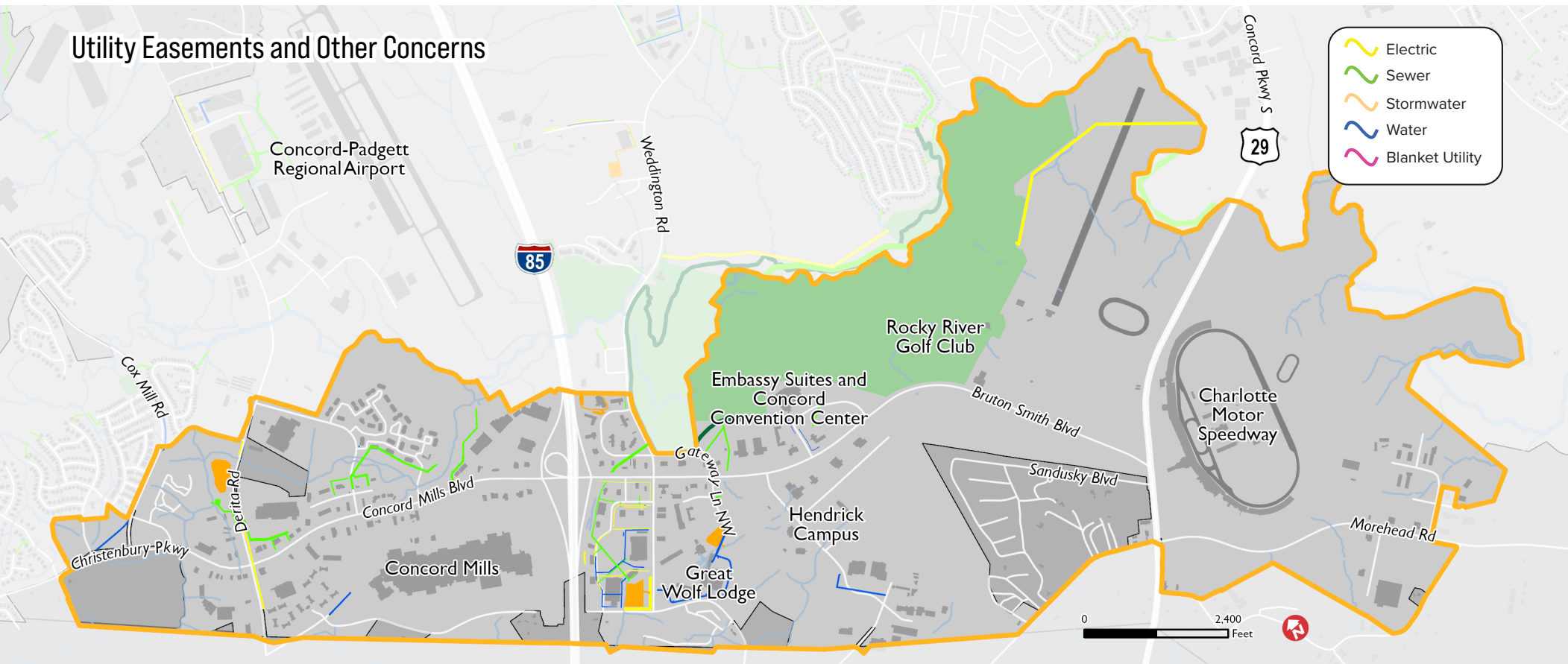
There are an estimated 5 to 10 years of capacity left remaining in the landfill. The landfill is privately owned and its future once at capacity is unsure.

The Rocky River Golf Club is located adjacent to several properties including the Charlotte Motor Speedway. The Golf Club is managed by the Embassy Suites Charlotte Concord Golf Resort & Spa which is in turn operated by Atrium

Hospitality while the property itself is owned by the City of Concord. Much of the land is within the 100-year floodplain zone of the Rocky River and helps to protect wetlands along the river.

Due to current limitations with wastewater treatment capacity, the City of Concord has temporarily adopted a sewer allocation policy for the City. Developers must submit a preliminary allocation to the City, which must be

Utility Easements and Other Concerns



utility considerations

approved, in order to continue design. This allows the City to control how much sewer water is passing through the system and being treated until additional capacity can be developed.

Previous plans have touched on utilities and park infrastructure. These include:

City of Concord Parks & Recreation Comprehensive Master Plan

Ensures that the City's recreation programs and facilities continue to meet residents' needs into the future.

- » Plan mentions the expansion of the Hector H. Henry II Greenway which is located within the corridor to the east of I-85. Suggestions listed for the Greenway in the Park Master Plan are as follows:
- » Consider incorporating public art along the Greenway
- » Installation of additional rest stops
- » Installation of environmental education displays to enhance the Greenway experience
- » Continue with the proposed plans to extend the Greenway.

City of Concord Public Art Master Plan

Hopes to integrate public art into the City of Concord's public realm, on both newly constructed and existing facilities, including Greenway infrastructure and in partnership with local organizations.





engagement

THE BLVDS
OF CONCORD
CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY

A dedicated business committee was assembled to guide and provide feedback on the plan. This group included members representing the Cabarrus County Convention and Visitors' Bureau, the Charlotte Motor Speedway, Concord Mills/Simon Malls, the Great Wolf Lodge, Griffin Stafford Hospitality (who own multiple hotels in the area), and Hendrick Automotive Group.

Fall 2023 Meeting

This group met for the first time on August 30, 2023, where they were introduced to the overall planning process and presented with an early version of the information found in this inventory document. The group spent substantial time discussing their vision for the Boulevards, recent investments in the area, and previous attempts at improving the area. Key takeaways from this conversation include:

- » An almost universal desire for **improved beautification** in the area, including improved roadside and interchange landscaping.
- » A desire to harmonize the appearance of the area to help create a **more consistent look and feel** that is welcoming to visitors.
- » The importance to businesses of the Concord Mills Boulevard/Bruton Smith Boulevard **as a vehicular artery**.
- » A desire to create a **better transit system** in the area that could **serve as an amenity** to tourists; better connecting them with the restaurants, retail, and entertainment in the area.



Winter 2024 Meeting

The business committee met again in January 2024. At this meeting, they were presented with a recap of the public engagement process thus far (presented on the following pages), and were shown preliminary recommendation ideas and asked for feedback. Key discussion centered around:

- » A lack of need for new wayfinding after the County-wide wayfinding added recently.
- » Concern about the potential impacts on vehicular throughput of adding crosswalks to existing signalized intersections and a preference for grade-separated crossings.
- » Repeated interest in streetscape improvements and improvements to the existing interchange landscaping.
- » Tentative support for a proposed Municipal Service District, but a need to very clearly understand the benefits of a new tax.

Summer 2024 Meeting

The final meeting of the business committee was held in June 2024. The committee was updated on the previous public engagement results and was shown how the recommendations had been organized into timeframes and asked for any feedback. The committee was broadly in support of the plan document and discussion explored how the proposed Municipal Service District could operate and how peer organizations have been successful in other areas.

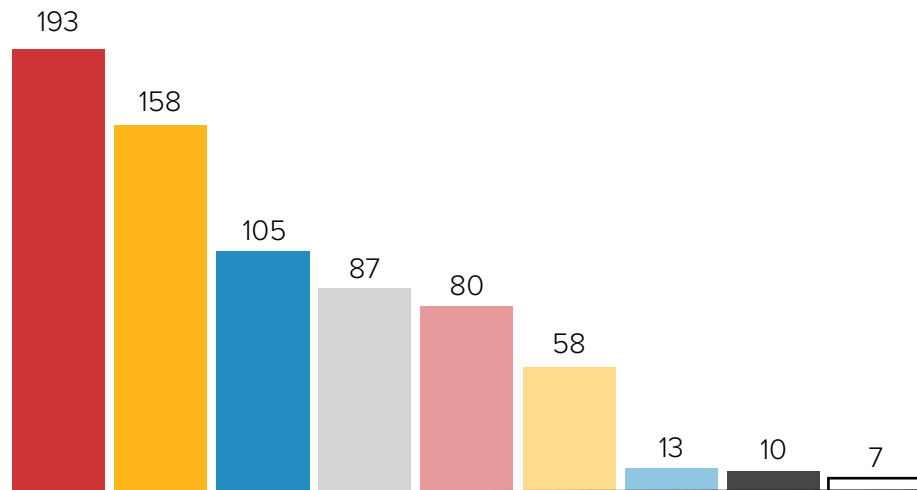
fall 2023 community open house

The community was invited to an open-house style meeting on Thursday September 28th, 2023, from 5:30pm to 7:30pm at the Charlotte Speedway Ballroom. 14 people signed in to the event. The public reviewed information about existing conditions and then were asked to provide input on numerous topics. They were asked about their relationship to the area and then to answer questions to prompts regarding their preferences for different corridor features. City staff and members of the project team were available to answer questions and facilitate conversations. At the beginning of the meeting, an online survey, with equivalent information, was opened to the public by City staff.

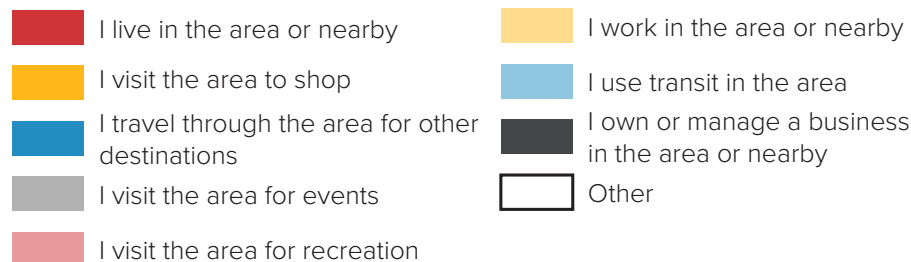
Throughout the duration of engagement activities, multiple themes began to emerge:

- » Reducing the need to drive through an increase in pedestrian and bicycle amenities throughout the corridor is desired.
- » People would like to see more beautification throughout the corridor in the form of landscaping, trees, and artistic elements.
- » Nearby residents would like to see commercial development that provides for their everyday needs. Examples include a pharmacy, drycleaner, and grocery.

Fall 2023 Open House Participants



*In-Person and Virtual responses combined



fall 2023 community open house - visual preference survey

Participants placed dots on images of items that they wanted to see in the corridor. Six categories were represented: Pedestrian Amenities, Transportation Amenities, Places to Gather, Public Art, Gateway Elements, and Beautification. Below are the results from the in-person and virtual survey. The **highlighted items** represent the top six that were chosen most frequently by the community as items they would like to see implemented.

128 - Wide Sidewalks & Street Trees

109 - Aesthetic Night Lighting

66 - Decorative Pedestrian Lighting

51 - Artistic/Hi-Visibility Crosswalks



Pedestrian Amenities

Public Art



- 72** - Interactive Sculpture
- 61** - Experiential Sculpture
- 61** - Artistic Wraps
- 37** - Themed Sculpture

102 - Pedestrian/Bike Trails

65 - Wayfinding Signage

59 - Interchange Public Place

45 - Decorative Bus Stops



Transportation Amenities

Gateway Elements



- 95** - Decorative Roadway Infrastructure
- 88** - Clock Tower
- 56** - Artistic Sculpture
- 21** - Monument Sculpture

110 - Pocket Parks

93 - Retail Plazas

77 - Flexible Lawn

64 - Pop-Up Parking Lot Events



Places to Gather

Beautification



- 105** - Median/Right-of-Way Landscaping
- 96** - Interchange Landscaping
- 79** - Rain Garden
- 63** - Infrastructure as Public Art

fall 2023 community open house - tradeoffs activity

At the open house, respondents were presented with four tradeoff activities to determine their priorities for the Boulevards area.

Each tradeoff was presented as a spectrum and participants placed a single dot (or, in the online survey, dragged a slider to indicate their preference) to identify where along that spectrum they would like to see the Boulevards work towards. For example, if a participant wanted the Boulevards to be nothing but a fast place to drive through, they could indicate the “speed” end of the “access vs. speed” tradeoff, the “thoroughfare” end of the “thoroughfare vs. place” spectrum, and so on. Participants who wanted to see more balance could indicate this by placing their marker near the middle of the spectrum.

Results of this activity are shown to the right and on the following page. Responses were evenly distributed between access and speed, suggesting that both are important to the community. When asked how much the Boulevards should serve as a thoroughfare vs. a place, more responses leaned towards

Access

Focus on driveways, connections, and access to adjacent land uses



Speed

Focus on fast movement down the road, with limited intersection and driveways

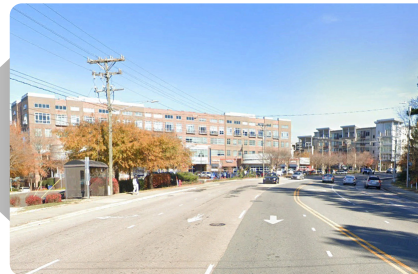


VS



Thoroughfare

Focus on those driving down the roadway, with buildings pulled back and limited access



Place

Focus on businesses and public spaces, pedestrians, and spending time along the road



VS



Responses

< Fewer More >



fall 2023 community open house - tradeoffs activity

a place, suggesting a desire to have places to gather and spend time. This is somewhat in contrast to the community's expressed desire to prioritize automobile use over walking, bicycling, and transit, though many respondents indicated a strong preference for the latter category. Beautification was strongly preferred over a utilitarian roadway, reinforcing the community's desire to improve the look and feel of the area.

Automobile Use
Focus on driving, freight movements, parking, and related concerns

VS

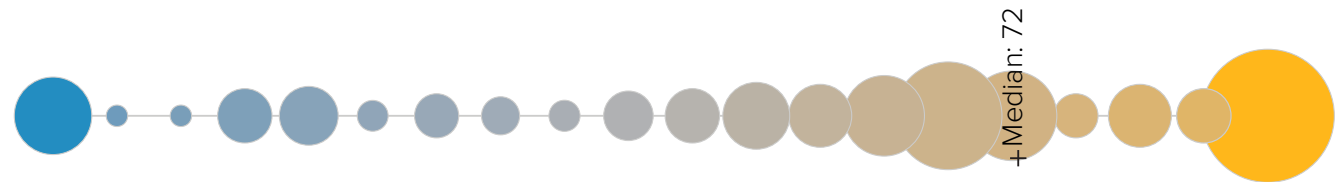
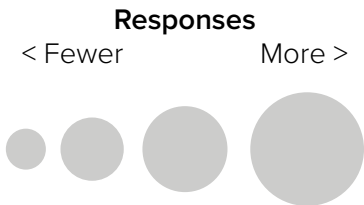
Walking, Biking, and Transit
Focus on walking, biking, and/or riding transit



Utilitarian
Focus on movement rather than a place

VS

Beautification
Focus on landscaping and feeling



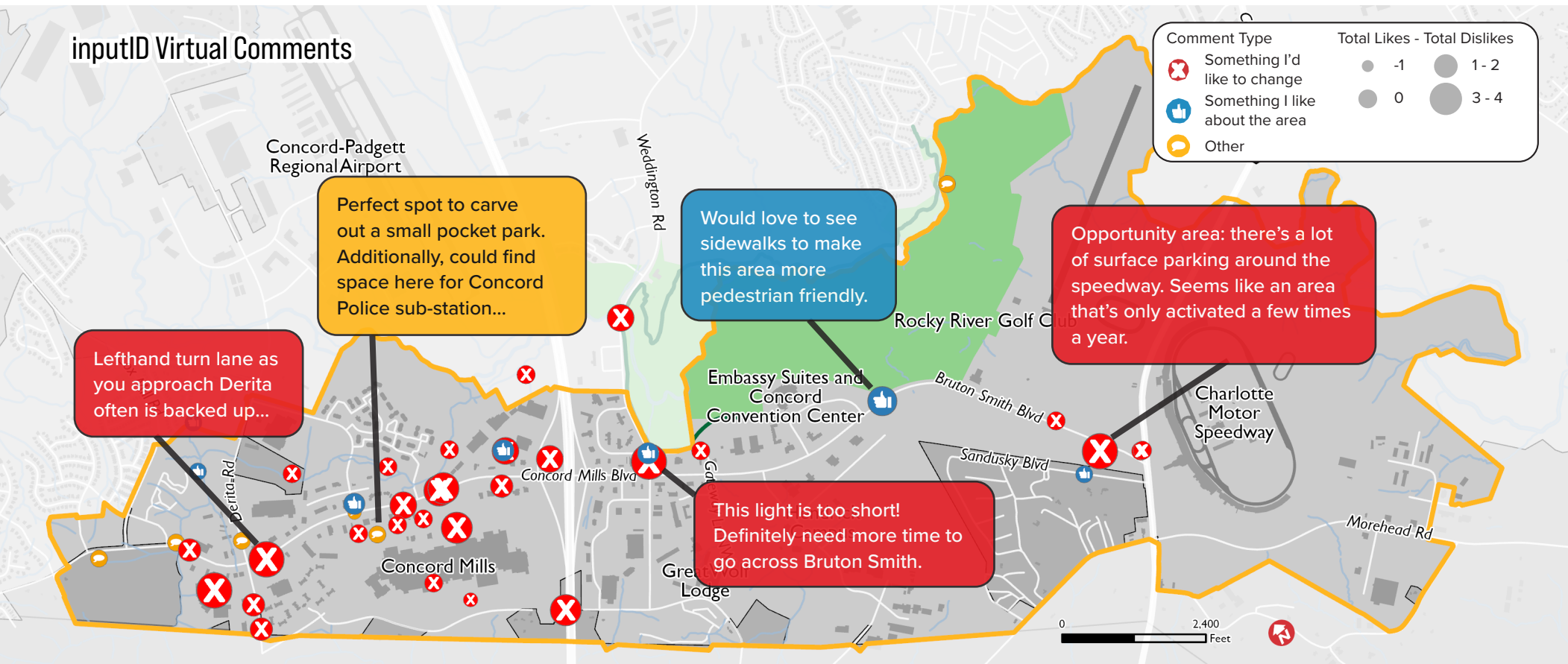
fall 2023 community open house virtual inputID map activity

During the virtual open house, participants were directed to a virtual mapping activity where they could respond to the map in three ways, as many times as they would like:

- » Something I'd like to change
- » Something I like about the area
- » Other

A vast majority of comments were placed near Concord Mills Mall and west of I-85. Themes in responses include:

- » **Improvements in safety** for pedestrians and bicylists
- » A **desire for beautification** along the Interstate and major roadways
- » **Concerns about traffic safety**, driver behavior, traffic patterns, and traffic flow



In March and June 2024 the project team met with three groups of project partners. These groups included:

- » City of Concord Departments (Parks and Recreation, Aviation, and Solid Waste)
- » Adjacent and Overlapping Jurisdictions (Cabarrus County, City of Charlotte, Town of Harrisburg)
- » Transportation Partners (North Carolina Department of Transportation (NCDOT), Cabarrus-Rowan Metropolitan Planning Organization (CRMPO), Concord Transportation)

From these conversations, the project team gained insightful information regarding current conditions inside and outside of the corridor and important feedback on potential implementation strategies.

March 2024 Meeting Feedback

From City of Concord Departments:

- » Creating a connection under Interstate 85 for the Hector H. Henry II Greenway is important to the Parks and Recreation Department to pursue. Additional conversations will be needed with the Concord-Padgett Airport staff.
- » Interest in creating a pedestrian and bicycle connection south of the Speedway along Morehead Road to the Town of Harrisburg and beyond.

From Overlapping and Adjacent Jurisdictions:

- » Small area plan has been developed for section of Harrisburg, closest to the study area near the Charlotte Motor Speedway.
- » Nearby jurisdictions believe that additional connection points across Interstate 85 would be useful.

From Transportation Partners:

- » Support for additional sidewalks along the Boulevards, although Right-of-Ways challenges are present.
- » Modified transit along the corridor is also supported, but many other projects have been taking precedent.
- » Transit vision is more developed than previously thought, need to modify materials to reflect that.

June 2024 Meeting Feedback

The Implementation Partners met as a singular group to provide feedback on the recommended strategies within the Implementation document. Overall, there was consensus on the benefits of the strategies and conversation regarding their implementation and effectiveness along the corridor.

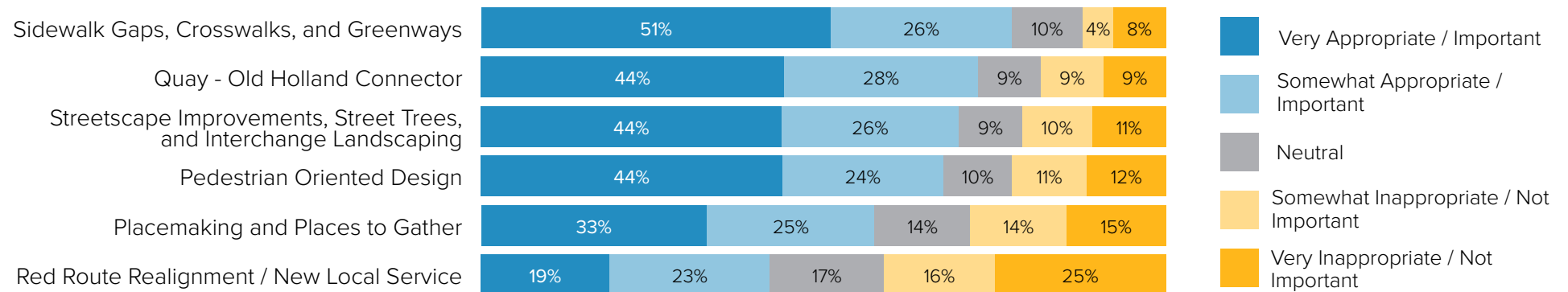
spring 2024 community open house

On Tuesday March 26th, 2024 from 5:30pm to 7:00pm, the community was invited to an open-house style meeting at the Cabarrus County Convention and Visitors' Bureau storefront on Weddington Road. Approximately ten people signed in to the event. An online platform that presented identical information was open to the public from March 26th to April 21st. The information presented to the community involved asking their opinions and thoughts about the following items:

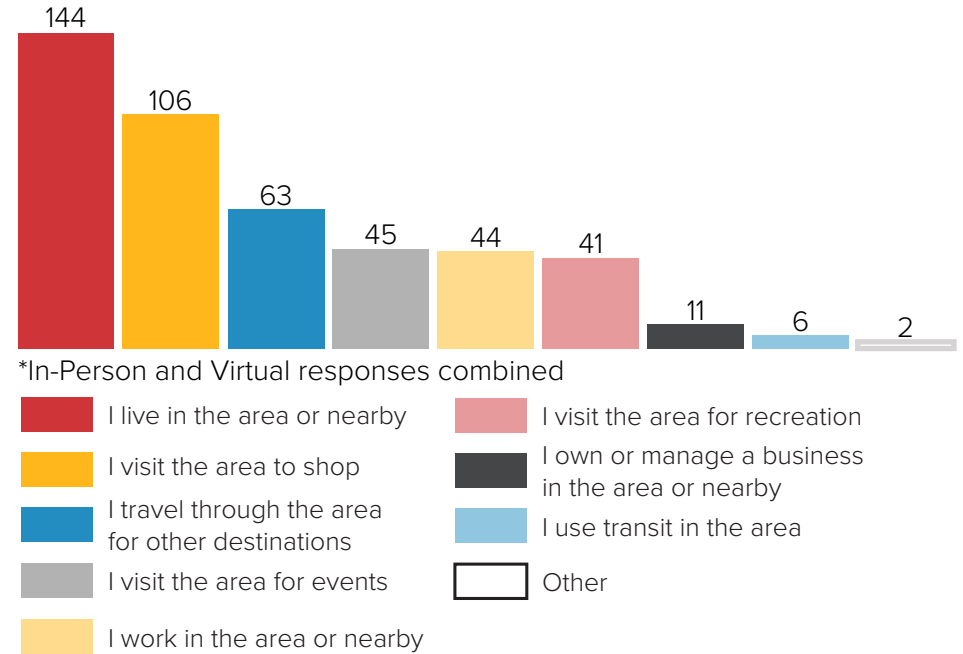
- » Red Route Realignment / New Local Service
- » Quay - Old Holland Connector
- » Streetscape Improvements, Street Trees, and Interchange Landscaping
- » Placemaking and Places to Gather
- » Sidewalk Gaps, Crosswalks, and Greenways
- » Pedestrian Oriented Design

For those who attended in person, attendees were asked to rate the above items from Inappropriate / Not Important to Very Appropriate / Important. The results of the activity are shown below.

Recommendation Rating Activity Results



Spring 2024 Open House Participants

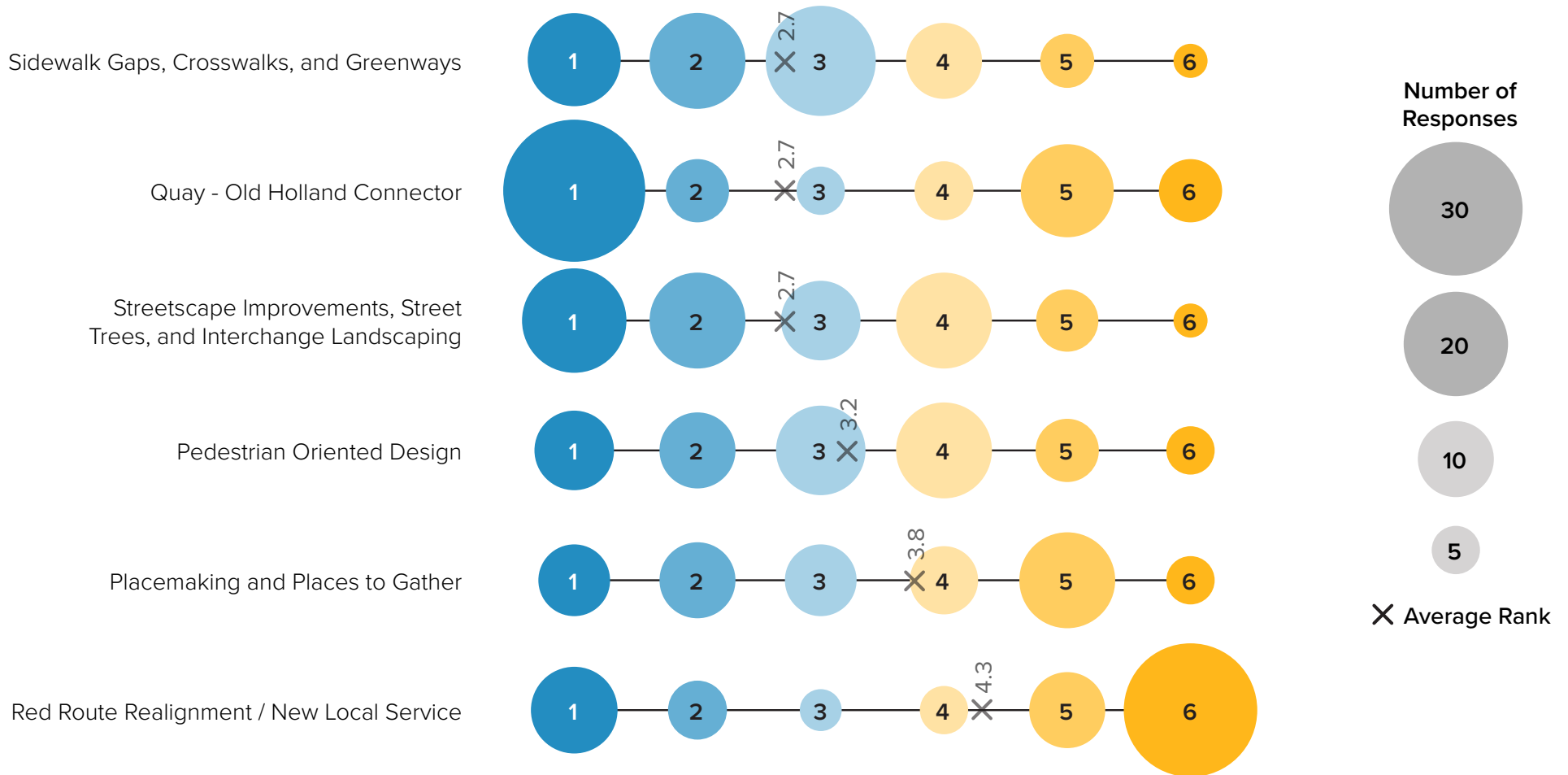


spring 2024 virtual strategy ranking

For participants who responded to the survey virtually, they were asked to rank the proposed implementation strategies in relation to each other, on a scale of One to Six (Most Important/Most Appropriate to Least Important/Least Appropriate).

The results of the activity show strong support for sidewalks, crosswalks, and greenways as well as streetscape improvements and the Quay - Old Holland Connector projects. While less support was shown for the Red Route modifications, this may change as the area evolves and walking and bicycling become more feasible.

Recommendation Ranking Activity Results



summer 2024 public review

From June 21st through July 12th, draft versions of this document and the companion Implementation Plan were made available online for public review. The opportunity was advertised primarily through social media and the City's CityLink newsletter.

The public review received over 800 views and solicited comments from over 60 people. Major themes of the review commentary included:

- » Continued frustration with congestion throughout the study area.
- » Support for and concern about adding pedestrian facilities (sidewalks and greenways) to a congested area.
- » Concerns about the addition of a greenway behind the gated Christenbury Hall neighborhood.

Based on these comments, small changes were made to the document to clarify the process for the implementation of the greenway and how it may affect specific neighborhoods.



THE BOULEVARDS OF CONCORD

CONCORD MILLS BLVD &
BRUTON SMITH BLVD
CORRIDOR STUDY

Implementation Strategy

Draft July 2024

acknowledgments

city staff

- » Kaylee Caton, Design Manager
- » Steve Osborne, Planning Director
- » Kevin Ashley, Deputy Planning Director
- » Gerald Warren, Urban Planner
- » Kayleigh Mielenz, Senior Planner Development Review
- » George Berger, Parks & Recreation
- » Andy Christy, Deputy Transit Director
- » Jamie Williams, Transportation Project Engineer

business committee

- » Greg Walter, Charlotte Motor Speedway
- » Roberto Medina, Hendrick Motor Sports
- » Angela Brown, Great Wolf Lodge
- » Donna Carpenter, Cabarrus Visitors Bureau
- » James Ross, Concord Mills / Simon Malls
- » Terry Crawford, City Council
- » Doug Stafford, Griffin Stafford Hospitality

implementation partners

- » NCDOT
- » City of Concord
- » City of Charlotte
- » Town of Harrisburg
- » Cabarrus County
- » Cabarrus-Rowan MPO

consultant team

- » Andrew Babb (Bolton & Menk)
- » Dylan McKnight (Bolton & Menk)
- » Zoe Huebner (Bolton & Menk)
- » Lisa Lundeen (Exult Engineering)
- » Melinda Seley (Exult Engineering)
- » Jenn Gregory (Retail Strategies)

table of contents

introduction

- » implementation overview 4
- » engagement activities + guiding principles 5
- » corridor vision 6
- » corridor vision 7
- » project locations 8

implementation approach

- » timeframe 10

strategies

- » municipal service district 15
- » gateways and bridge beautification 16
- » transit 18
- » transit 19
- » parallel connections 20
- » pedestrian-oriented, form-based code 21
- » streetscape enhancements 22
- » roadway crossings 24
- » sidewalk and trail connectivity 25
- » its infrastructure 27



introduction

THE BLVDS

OF CONCORD

CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY

implementation overview

The Boulevards of Concord Corridor Study was created over 2023 and 2024 and represents the synthesis of extensive research; public, business, and other stakeholder engagement; and creative planning efforts undertaken by the City.

This plan includes two documents. The Inventory document provides extensive details of the existing conditions of the study area, including market dynamics, transportation infrastructure, and community and stakeholder engagement.

This Implementation document contains the results of the second phase of the planning process, and lays out recommendations across the Boulevards area to realize the vision established by stakeholders and the community. This document includes suggested timelines for implementation and details about the value of each suggested strategy and how it ties into the community-based vision for the area.

Implementation Strategies:

- » Establish a Municipal Service District (MSD) for the Boulevards area
- » Adopt a Form-Based Overlay Code
- » Create Area Identity and Branding to Create a Sense of Place
- » Beautify Key Intersection and Create Gateways
- » Reconfigure Transit Alignment
- » Enhance Streetscapes and Expand Sidewalk and Greenway Connectivity
- » Connect Quay and Old Holland Roads to create a parallel route to the south



Project Schedule



engagement activities + guiding principles

The cornerstone of this plan is the input and feedback received from the business community, public, and implementation partners throughout the study. This input was collected through a number of different meetings and other engagement opportunities. More detailed information about each of these activities can be found in the accompanying Inventory document.

Community open houses were held in late September and late March to obtain feedback from the community about their vision for the corridor and on potential strategies to implement their vision. These meetings were held at spaces in the study area and were advertised on multiple platforms. Accompanying each meeting, a virtual survey was also released for those who were unable to attend in-person. Various activities were completed in-person and online including a mapping exercise, ranking activities, and opened ended questions.

Business Committee Meetings were held in August 2023, January 2024, and June 2024. These meetings involved representatives from major business owners

within the area including the Cabarrus County Convention and Visitor's Bureau, Charlotte Motor Speedway, Concord Mills/Simon Malls, Great Wolf Lodge, Griffin Stafford Hospitality, and Hendrick Automotive Group. Conversations included creating short- and long-term goals, improving the mobility for all users of the corridor, and planning for solution creation.

The planning team also engaged with Concord City Council, including a series of small-group meetings in October 2023 and a council briefing in March 2024.

In March and June 2024, the project team met with a group of Implementation Partners. This partner group included City of Concord departments, nearby jurisdictions, and transportation agencies (NCDOT and CRMPO). Implementation strategies were discussed with these groups to ensure strategies were consistent with the vision and goals of each partner organization.

The results and conversations from Phase 1 and Phase 2 of the project were used to develop the three guiding principles to the right. These principles informed the planning process and the following implementation strategies.

Guiding Principles



Improve the look and feel of the corridor and create a unique sense of place



Create inviting and safe spaces to gather



Provide safe and efficient walk and bike routes while preserving vehicular mobility



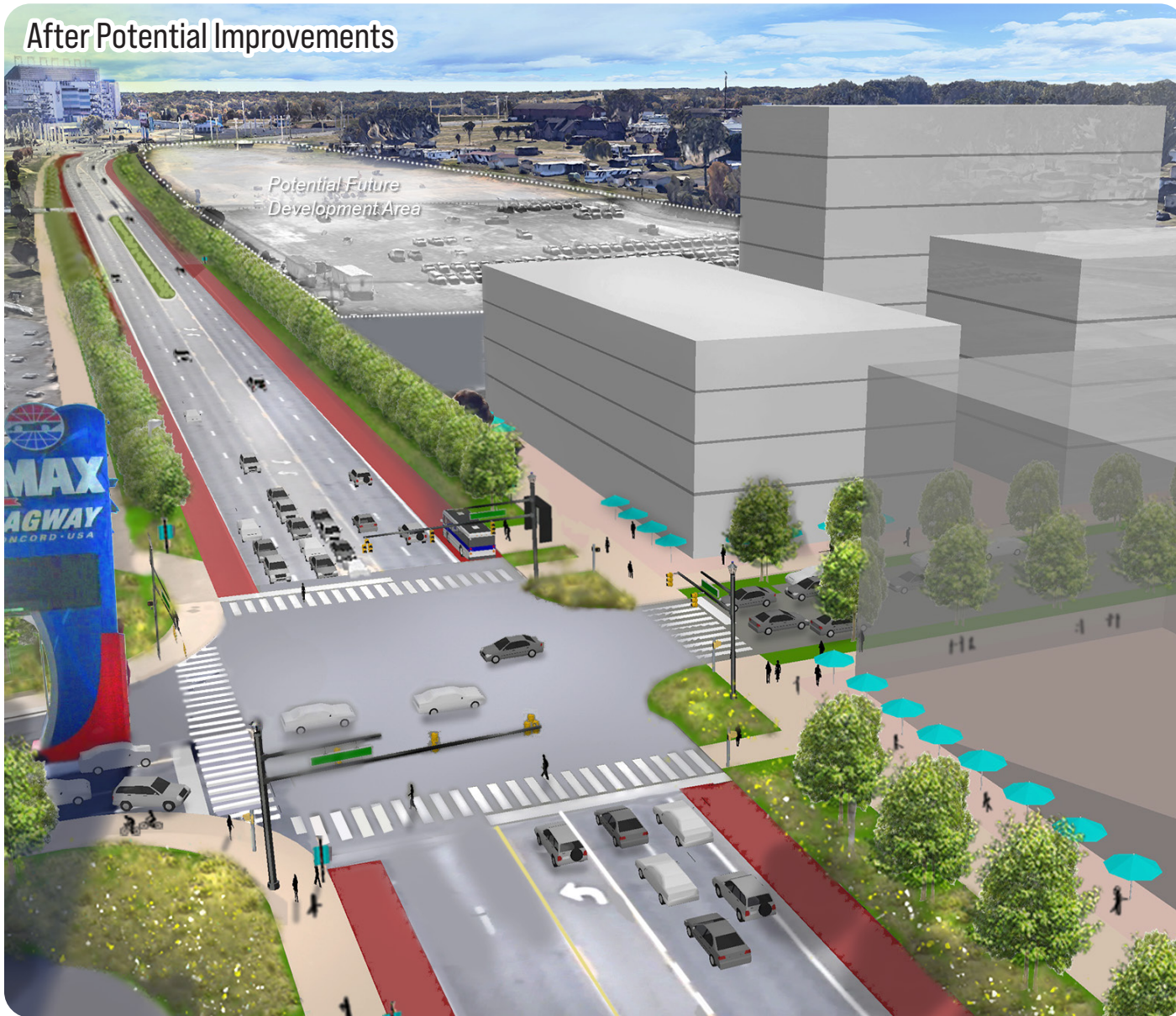
With the improvements included in this plan, the Boulevards area will see tremendous change in the way it operates and how attractive it is for visitors, businesses, and potential residents.

The images to the right illustrate the intersection of **Thunder Road and Pit Stop Court**.

The area has an improved **streetscape** including seating areas, pedestrian-scale lighting, and landscaping that makes the area more comfortable to walk in. Thanks to new **crosswalks** at this intersection and at the intersection with Concord Mills Boulevard to the south that connect to a robust **network of sidewalks and trails**, nearby residents are able to walk to shops and to the mall without adding to traffic congestion or to parking demands.

For those with a destination east of I-85, a new **local circulator bus service** whisks them to their destination, or they can bike along the **extended Hector H. Henry II Greenway**, which now connects across I-85. For those who still drive, traffic demands have eased thanks to investment in **signal upgrades and other Intelligent Transportation System tools**, not to mention the **Quay-Old Holland Connector**,





After Potential Improvements

Potential Future
Development Area

Developments shown in this image are for illustration purposes only and do not represent any specific planned or proposed development.

which provides an alternative to the interchange for those traveling between the east and west.

New developments and redevelopments have a more pedestrian-friendly design thanks to a new **zoning overlay code**, bringing incremental change into the look, feel, and operation of the area and yielding benefits for residents and visitors alike.











When residents are asked where they live, they can proudly and simply say “the Boulevards of Concord” thanks to new **gateways and intersection enhancements** that communicate the branding of the area and give it a district and well-known sense of place. These improvements are made possible by the area’s **municipal service district**, which funnels money into much appreciated safety, transportation, and beautification infrastructure.

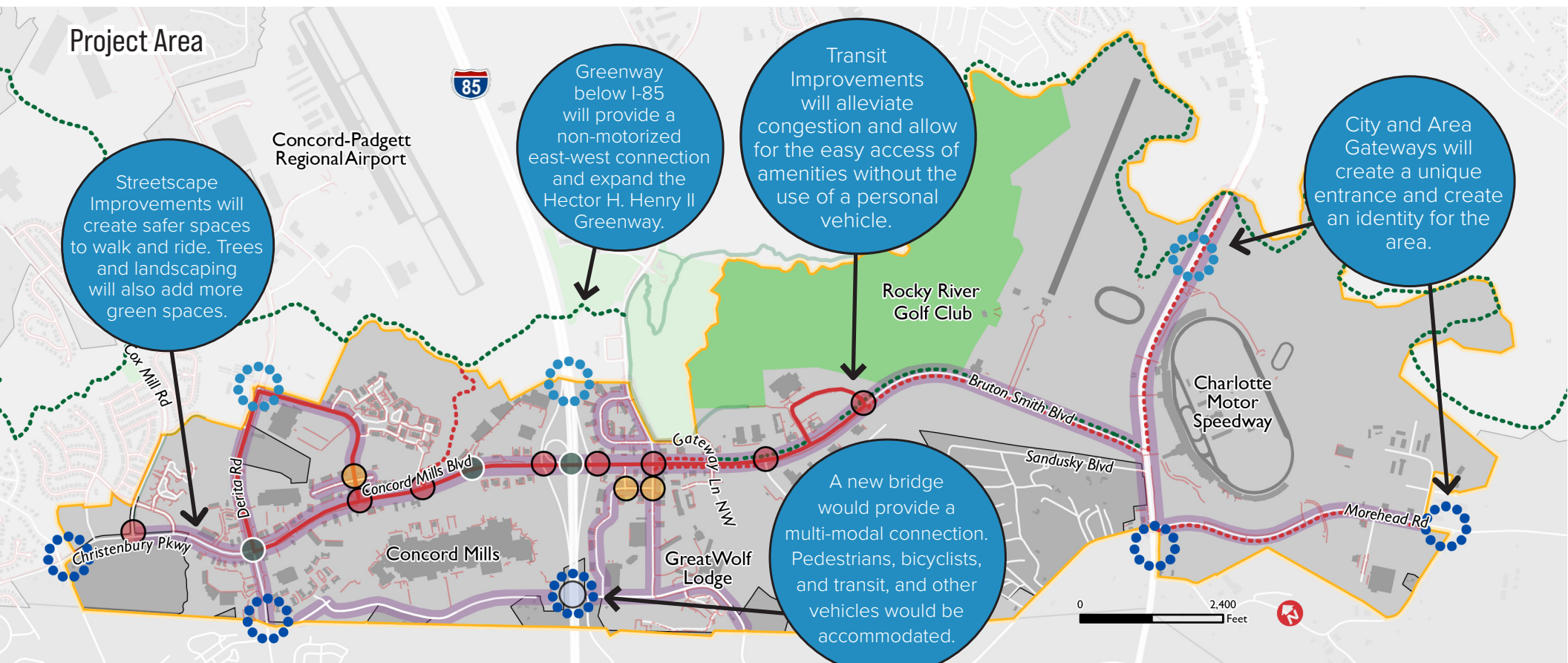


Existing Conditions

project locations

Based on the Guiding Principles, a series of improvements and other recommendations have been developed to help the area realize its vision for the area. Below is a map of the Boulevards area with all proposed physical improvements. Further details about each improvement can be found in the following pages.

-  Crosswalk Additions at Existing or Proposed Signalized Intersections
-  Crossing Improvements at Other Intersections
-  Beautification Improvements at Intersections
-  Quay-Old Holland Connector Bridge
-  Combined City / Boulevards Gateway
-  Boulevards Gateway
-  Proposed Red Line Transit Route
-  Proposed Streetscape Enhancements
-  Proposed Shared-Use Path / Greenway
-  Proposed Sidewalks



implementation approach

THE BLVDS

OF CONCORD

CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY



Realizing the vision that the residential and business communities have for the Boulevards will take substantial coordinated investment and policy decisions. The information in this section breaks down the biggest steps needed into discrete chunks, sorted roughly by timeline. This timeline considers both a key step's priority (how important it is) and that step's implementation timeline.

Cornerstones (Years 1-5)

The activities on this page will form the basis on which many future actions can be taken. These actions include the foundational funding, identity, and development guidelines for the future of the Boulevards. These should be prioritized and implemented first to best position the area for future success.

Establish a Municipal Service District for The Boulevards

Funding is likely to be the biggest single constraint for the Boulevards in the future. Many funding structures were considered, and a Municipal Service District provides the best combination of revenue generation, local control, and political feasibility of those considered.

Lead Agency: City of Concord Council

Supporting Agencies: Cabarrus County Convention and Visitors' Bureau

Timeline: Immediate (Years 1-3)

Cost: Staff Time

Funding: N/A

References: Page 15, Municipal Service District

Adopt Form-Based Code

The development of a new form-based code for the Boulevards area will create a cornerstone of the area's continued prosperity. This code will ensure that future developments are built in a way that is compatible with the area's vision as a place that welcomes multiple ways of moving around and provides attractive, vibrant places for residents, workers, and visitors.

Lead Agency: City of Concord Planning

Supporting Agencies: Boulevards of Concord MSD

Timeline: Immediate (Years 1-3)

Cost: Staff Time & \$50,000

Funding: City of Concord and Boulevards of Concord Funds

References: Page 20, Pedestrian-Oriented Form-Based Code

Create Area Identity and Branding

The newly-formed MSD should commission the identification of a community identity and the creation of a brand that can be used throughout the area to create a sense of place and uniformity. This should include considerations for signage, online communications, gateways and other placemaking features.

Lead Agency: Boulevards of Concord MSD

Supporting Agencies: Cabarrus County Convention and Visitors' Bureau, City of Concord

Timeline: Short-Term (Years 3-5)

Cost: \$100,000-\$500,000

Funding: Boulevards of Concord MSD Funds

References: Page 16, Gateways and Bridge Beautification and Page 21, Streetscape Enhancements

Short-Term Actions (Years 1-5)

These actions will **create immediate signs of progress and investment** in the Boulevards area with relatively small investments. These should be done quickly to create momentum and support for ongoing investment in the area.

Fill Small Gaps in Bicycle and Pedestrian Network

The Boulevards area includes many areas where modest investments in sidewalks, crosswalks, and other facilities could make a substantial difference in the connectivity of the walking network in particular. This could include adding crosswalks to existing traffic signals, small stretches of sidewalk to smaller streets, and/or new enhanced mid-block pedestrian crossings.

Lead Agency: City of Concord Transportation

Supporting Agencies: NCDOT, Cabarrus-Rowan MPO, Boulevards of Concord MSD, City of Concord Parks and Recreation

Timeline: Short- to Mid- Term (Years 1-10)

Cost: Varies depending on specific projects selected. Sidewalks typ. \$4-6M/mile

Funding: NCDOT TAP Funds, Federal Grant Funds, Boulevards of Concord MSD Funds

References: Page 19, Parallel Connections and Page 25, Sidewalk and Trail Connectivity

Develop Area-Wide Streetscape Plan

The roads and streets that connect the shops, restaurants, lodging, and residences of the Boulevards area are its central feature and enhancement of these corridors should begin with a coordinated plan considering the operational needs and placemaking goals of the roadway network. This streetscape plan could include enhanced intersections and smaller gateways.

Lead Agency: Boulevards of Concord MSD

Supporting Agencies: NCDOT, City of Concord Transportation and Planning

Timeline: Short- to Mid- Term (Years 2-6)

Cost: \$250,000-\$600,000

Funding: NCDOT TAP Funds, Boulevards of Concord MSD Funds

References: Page 21, Streetscape Enhancements and Page 23, Roadway Crossings

Beautify Key Intersections and Create Gateways

A central strategy to creating a sense of place is to delineate the area with gateway features at key entrances. This should be an early step to identify the Boulevards area as a distinct destination.

Lead Agency: Boulevards of Concord MSD

Supporting Agencies: City of Concord, Cabarrus County CVB

Timeline: Short- to Mid- Term (Years 3-5)

Cost: \$100K - \$1M per location

Funding: Boulevards of Concord MSD

References: Page 16, Gateways and Bridge Beautification and Page 21, Streetscape Enhancements

Mid-Term Investments (Years 5+)

With a solid foundation of detailed plans underfoot, key investments can be made in the area to enhance its aesthetics and function. These improvements would bring **substantial changes to how residents and visitors can move around** and would create highly visible changes in the area.

Construct Streetscape Improvements

Working in phases, the Boulevards MSD should work with NCDOT and the City of Concord to enhance and harmonize the streetscape on the Concord Mills Boulevard/Bruton Smith Boulevard corridor and on the many secondary streets in the area. This work should include the creation of small places to rest and gather, and incorporate placemaking features and branding of the area.

Lead Agency: Boulevards of Concord MSD

Supporting Agencies: NCDOT, City of Concord Transportation and Planning

Timeline: Mid- to Long-Term (5 to 20 years)

Cost: To be determined by Streetscape Plan

Funding: Boulevards of Concord MSD, NCDOT TAP Funds, Transportation Grant Funding

References: Page 21, Streetscape Enhancements

Support Transit Route Changes

The Boulevards should support Rider Transit's vision to decouple circulator service within the Boulevards area from the connector service that connects to the transit hub to the north. This support could include the creation of new enhanced bus stops, creation of local places for vehicle storage and operator rest, public communication about route changes, and/or co-branding the circulator service.

Lead Agency: Rider Transit

Supporting Agencies: Boulevards of Concord MSD, City of Concord Transportation

Timeline: Mid- to Long-Term (5 to 20 years)

Cost: Varies.

Funding: Boulevards of Concord MSD, NCDOT TAP Funds, Transportation Grant Funding

References: Page 18, Transit

Construct Western Portion of Hector H. Henry II Greenway

The northwestern portions of the Boulevards area hold access to a floodplain area that could provide key connections to businesses, residences, and nature through the Hector H. Henry II Greenway. This segment of the greenway will provide a non-automotive route parallel to the Concord Mills Boulevard/Bruton Smith Boulevard corridor that connects many of the northern residential areas to the businesses at the area's heart.

Lead Agency: City of Concord Parks and Recreation

Supporting Agencies: Boulevards of Concord MSD

Timeline: Mid-Term (5 to 10 years)

Cost: To be determined. Greenways typically cost \$2-6M per mile.

Funding: Boulevards of Concord MSD, City of Concord, Transportation Grant Funding

References: Page 25, Sidewalk and Trail Connectivity

Long-Term Investments (Years 10+)

Some improvements will require substantial time to plan, design, fund, and implement. These investments represent substantial pieces of infrastructure that **will create huge benefits for businesses and visitors** across the Boulevards area.

Connect Hector H. Henry II Greenway Across I-85

A tremendous potential amenity and access tool for the area, the connection of the Hector H. Henry II Greenway from its existing segment east of Weddington Road across I-85 will require coordination with the Concord-Padgett Regional Airport and NCDOT. This connection will allow entirely non-motorized transportation across I-85 for shoppers, visitors, and residents, enhancing the resiliency of the area.

Lead Agency: City of Concord Parks and Recreation

Supporting Agencies: Boulevards of Concord MSD

Timeline: Long-Term (10 to 15 years)

Cost: To be determined. Greenways typically cost \$2-6M per mile.

Funding: Boulevards of Concord MSD, City of Concord, Transportation Grant Funding

References: Page 25, Sidewalk and Trail Connectivity

Connect Quay and Old Holland Roads

The Quay-Old Holland connector would create a new way to cross I-85, support walking, bicycling, and transit in a way the current roadway cannot, open new lands to development, and establish a landmark gateway into the Boulevards area, the City of Concord, and Cabarrus County. This connection will increase the area's ability to handle large volumes of visitors and will increase the roadway network's resiliency by providing multiple routes and modes for travel.

Lead Agency: NCDOT

Supporting Agencies: Boulevards of Concord MSD, City of Concord Transportation

Timeline: Long-Term (10 to 20 years)

Cost: Approx. \$50 million (2024 dollars)

Funding: NCDOT STIP funds, Boulevards of Concord MSD, Transportation Grant Funding

References: Page 19 Parallel Connections and Page 25, Sidewalk and Trail Connectivity

Look to the Future

As the area continues to grow and change, additional concerns should be explored to identify ways to keep the area vibrant and attractive for the next generation of business owners, visitors, and residents. These could include a detailed traffic and safety study, economic development studies, and/or others as needs arise.

Lead Agency: Boulevards of Concord MSD

Supporting Agencies: Multiple.

Timeline: Long-Term (10 to 20 years)

Cost: Varies

Funding: Boulevards of Concord MSD

strategies

THE BLVDS

OF CONCORD

CONCORD MILLS & BRUTON SMITH
BOULEVARD CORRIDOR STUDY



municipal service district

Funding is a critical component of any plan for future investment in an area. Throughout the planning process, multiple funding mechanisms for the Boulevards were considered, including reviving a previously-attempted food and beverage tax, tax increment financing, and additional sales taxes. Ultimately, the mechanism that best suits the needs of the Boulevards is a Municipal Service District.

A Municipal Service District, or MSD, is a defined area in which all property owners pay an additional dedicated annual property tax.

These funds can then be used to provide services and complete projects within the defined area. Funds raised through the MSD tax can not be used outside of district boundaries, reducing concerns about subsidizing projects outside of the Boulevards area. **MSDs are typically led by a dedicated board**, appointed by City Council, that manages funds and coordinates projects.

MSD funds can be used directly to **hire staff, procure services, and make physical investments** in the area, but can also be used as **local matching funds for grants**, effectively multiplying their power. Many MSDs have found success in funding the planning and design of potential improvements and then leveraging other organizations or grant funds for full constructions.

To create a Municipal Service District, the district must be approved by City Council after holding hearings and providing notice to all property owners within the proposed boundary. The MSD, if approved, may become active at the start of the next fiscal year.

MSDs in urban areas in primary cities typically use rates between three and four cents per \$100 valuation (e.g. Center City Partners and University City Partners). In areas more suburban in nature, four to five cents is typical (e.g. Town Center CID in Georgia). Small town downtowns or neighborhood-based MSDs may have much higher rates.

Peer Examples

SouthPark Community Partners

Work includes advocacy, community engagement, economic development, marketing and events, placemaking, and urban planning.

University City Partners

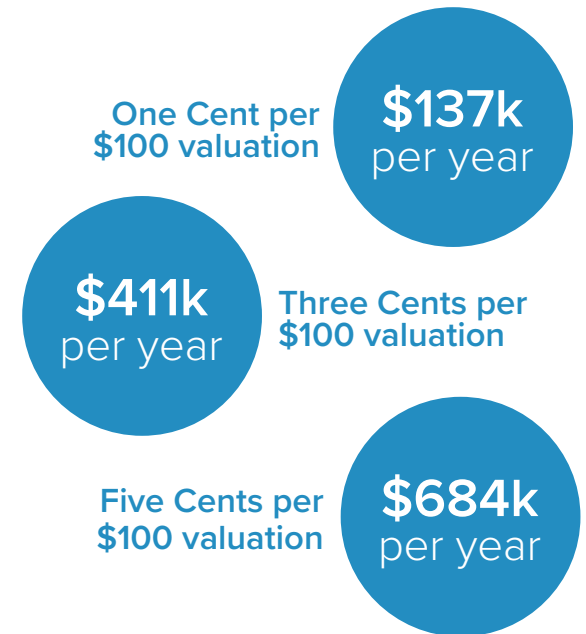
Work by University City Partners includes planning and development, economic development, and marketing and communications. The organization promotes public/private partnerships to create and sustain economic vitality within University City.

Downtown Concord

The City of Concord has created a MSD within the downtown area. Property within this district is taxed at an additional tax rate to be utilized for infrastructure and other improvements inside the district.

Downtown Raleigh

The City of Raleigh created the MSD over 15 years ago to provide additional cleaning and safety services, economic development, activation, marketing and community engagement. Safety Ambassadors act as eyes on the street and can provide guidance for visitors in the area.



Revenue generation rates are based on FY21 property values and may be different based on the final MSD area and FY 25 property values.

gateways and bridge beautification



The Boulevards area today struggles with identity. While large anchor institutions are well-known, the area as a whole is not understood as a single district and does not have a specific identity. Creating **gateways and focal points that delineate where the area exists** and communicate a **common name and brand** is a great way to welcome visitors and let them know where they are.

Major Gateways

Thanks to its location on the edge of the City of Concord and Cabarrus County, the Boulevards area could serve as a major gateway to all of these locales. In particular, Interstate 85 brings a significant portion of overall traffic to the area



Case Study: Town Center Community Improvement District



The Town Center Community Improvement District (CID) is a self-taxing region similar to an MSD anchored by a mall and retail along an interstate corridor. The CID has an effective Placemaking program that includes Gateway Monuments, Bridge Murals, and Trail Signage. More information can be found at the following link:

[Placemaking in Town Center Project Overview](#)



gateways and bridge beautification



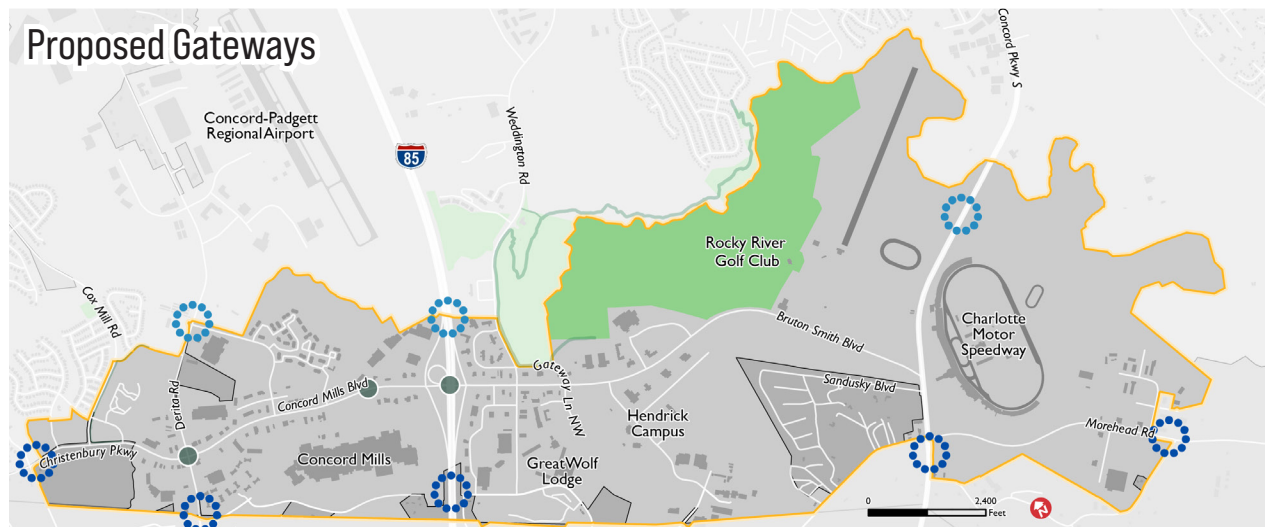
and serves as the “front door” of the area. A gateway element, such as a bridge treatment on either the existing bridge or on the new Quay-Old Holland bridge, or monumentation near the County line could be placed in this area to welcome people to the Boulevards.

Minor Gateways

Additional roadways such as US 29, Chistenbury Parkway, and Derita/Mallard Creek Road serve as significant access points as well. These locations could have additional, smaller gateway features to delineate the area and welcome visitors. Of particular interest is a potential gateway to or from the Concord Padgett Regional Airport, which is a popular access point for out-of-town visitors. All gateways could include directional signage to major destinations in the area.

Beautification at Key Intersections

In the interior of the Boulevards area, major intersection like the fly-over ramp to Concord Mills Mall or the intersection with US 29 could be given enhanced landscaping and eye-catching monuments or other features to improve the look and feel of the area while matching the branding of the area.





Transit Vision

A key component of **providing more mobility within the area while managing congestion** is the viability of transit services to provide a reasonable alternative to driving alone. In concurrence with the 2020 Cabarrus County Long-Range Public Transit Master Plan, transit will continue to evolve on the corridor to provide such an option. In Phase 3 of the transit plan, circulation within the Boulevards corridor has been identified as a challenge due to the development pattern of the area and traffic congestion. To create more efficient transit, the **current route would be split into a circulator route and a connection route that travels to the transit system's main hub**. These changes would allow for more efficient travel between the eastern and western ends of the corridor, **reducing the need for visitors and guests to use personal automobiles** to travel to various destinations in the area.

Providing more efficient transit service also supports the City of Concord's 2030 Land Use Plan. Within Section 7.0 Connectivity & Mobility, Concord sees multimodal connectivity as an opportunity to support those who live, work, and visit the area. The proposed transit modifications are a step in the right direction to provide mobility options.

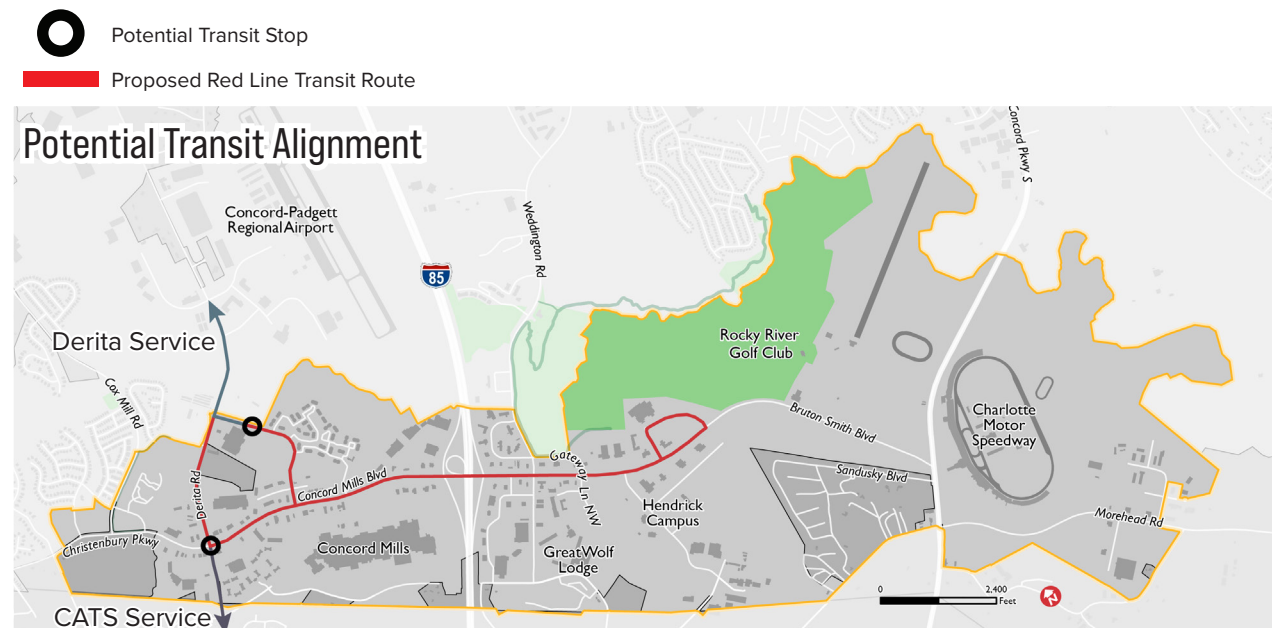
Future Routings

According to the Long-Range Public Transit Master Plan transit operations in this area would be improved through various phases.

In Phase 3 (Year 7-8), the current Red Line would become a circulator and operate on a 15-minute frequency within the area. To continue the connection to Downtown Concord, Route 206 (analogous to the current Route 6) would connect with the circulator at Walmart on Thunder Road, in the western half of the study area (dependent on the Downtown Concord hub being constructed in an earlier phase). Local CATS bus routes would also connect to the circulator in this area as they currently connect at Concord Mills Mall.

In **Phase 6 (Year 15-20), High Capacity Transit (HCT) may be introduced on the corridor.**

Based on LRTP stakeholder and public engagement processes, two potential modes emerged: bus rapid transit (BRT) or light rail transit (LRT). The specific mode and alignment would be determined based on further study and engagement. Federal funding sources would be applied for by Rider Transit to finance the development of HCT projects.





Branding

The local circulator route presents opportunities for continued placemaking. The bus vehicles used in this area as well as bus stops could be **branded to improve their visibility and attractiveness while further reinforcing the area's identity.** (Top Image)

Vehicle Capacity

Due to the corridor's unique offerings and amount of residents and visitors, the Proposed Red Line may use **smaller vehicles** to complete its route. This will allow the vehicle to operate easier in congested conditions, make tighter turns more easily, and be more sustainable while meeting the needs of riders. (Bottom Images)

Looking to the Future

In the future, it is possible that autonomous vehicles may be operable in everyday traffic conditions. The corridor may benefit from this technology to shuttle people to and from different attractions. While this is not currently a reality, the City of Concord and stakeholders should be prepared to update the corridor's infrastructure as needed to accommodate new technologies.





Currently, the I-85 interchange is a huge bottleneck, effectively severing the western Concord Mills Boulevard area from the eastern Bruton Smith Boulevard. In addition to being congested, the interchange provides no facilities to allow people to walk or roll across. **Introducing new ways to move across I-85 would aid in distributing traffic throughout the area across new routes and by using new modes.** Two new connections across I-85 could be made while managing significant physical barriers.

Quay-Old Holland Bridge

Before I-85 and the Boulevards were constructed, Quay and Old Holland Roads provided a prime route through this area. The rights of way for these roads are still owned by the state. **A new bridge reconnecting these roads would create a new way to move from east to west in the Boulevards area for all modes of travel.** This new connection could relieve congestion at and near the interchange and would improve roadway network's ability to provide reliable travel times during major events or during events like car crashes that impact the existing roadway.

Without the need to accommodate traffic to and from I-85, this bridge could provide a **safe, comfortable route for pedestrians and bicyclists** as no other safe Interstate crossing exists within the study area. The new bridge would also sit on the Cabarrus/Mecklenburg

County line, which also serves as the City of Concord's border. **This new bridge could be designed to incorporate gateway features welcoming travelers to any or all of these areas.**

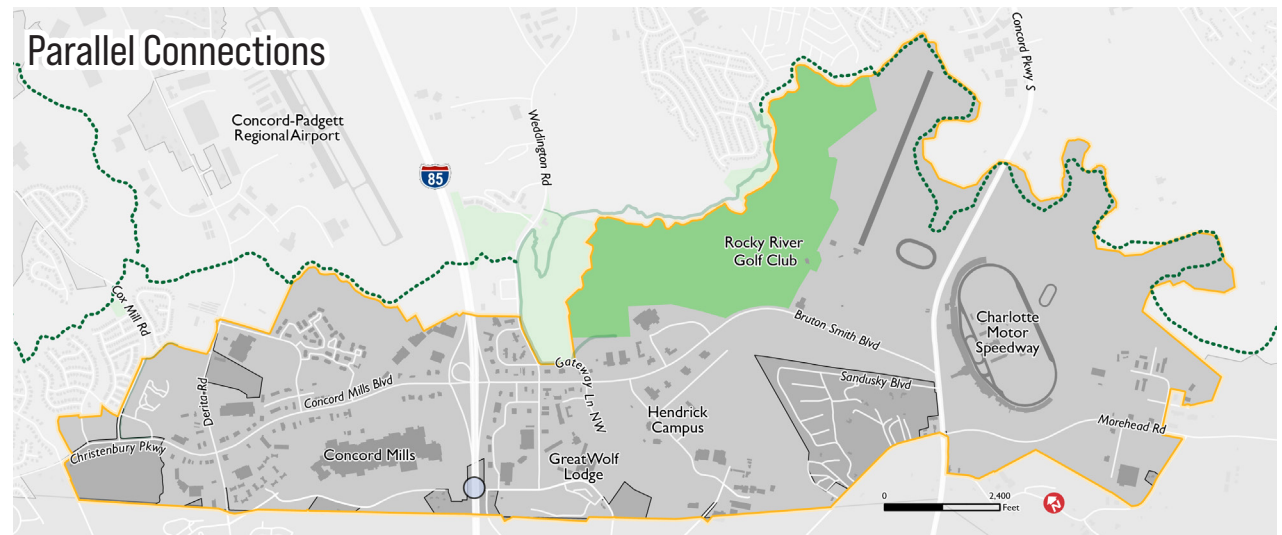
Hector H. Henry II Greenway

To the north of the existing interchange, the **Hector H. Henry II Greenway could be expanded to cross Interstate 85.** This route, which is included in the City of Concord's Open Space Connectivity Analysis Plan, would introduce a non-vehicular means of traveling along the Boulevards. Previous planning efforts, including work completed by the Carolina Thread Trail, show the expansion following the Rocky River and intersecting with Derita Road, before continuing northwards through nearby neighborhoods. This route could connect neighborhoods to the northwest with the core

commercial area, and **could connect visitors to the many hotels on the east side of the interstate to the many retail establishments and restaurants on the west**, all without adding to major roadway congestion.

The greenway alignments shown in this document are based on the City's previously-adopted Open Space Connectivity Analysis Plan. As each segment of the greenway network is designed and built, specific alignments and neighborhood connections will be determined based on local conditions and additional public engagement. No specific neighborhood connections have been identified as part of this plan and these may change as the greenway network is developed.

- Proposed Shared-Use Path / Greenway
- New Bridge Over I-85



pedestrian-oriented, form-based code



Today, the Boulevards area promotes and enables vehicular traffic, but with intentional improvements, could be more welcoming to pedestrians and transit users, especially within key focus areas. **A form-based code, or modifications to the current development ordinance**, could be useful in creating these incremental changes and **promoting the construction of pedestrian infrastructure as places change and adapt to visitors' needs and wants.**

At the policy-level, a form-based code could be considered to guide future development in the study area. **This type of code uses the physical form of the environment, natural and built, rather than the separation of uses as its foundation.**

These codes address the relationship between physical buildings and the public realm and the relationship between buildings themselves. A form-based code, if adopted, could create pedestrian-oriented developments that would require less use of a personal vehicle. **Such a code should cover the following:**

- » **Building Positioning:** The site of a building and its major entrances makes an outside impact on the walkability of an area. Development should be encouraged to push buildings towards streets, greenways, and other buildings to minimize walking distances and focus activity on centralized areas.

- » **Cross-Development Connectivity:** Currently, many developments are isolated from their neighbors and the Concord Mills Boulevard/Bruton Smith Boulevard is the only connection between different locations. Future development could be required to provide multiple access points, shared driveways, and/or frontage/backage roads to improve inter-parcel connectivity and decrease dependence on major roads. Connectivity requirements should be considered for vehicular modes as well as walking and bicycling.
- » **Parking:** While the majority of developments today provide their own dedicated parking lots, this can create large swaths of land dedicated to parking that are rarely fully utilized. A code rewrite should encourage smaller, shared parking areas including mixed-use developments to reduce the need for additional parking.

With a form-based code, **changes to the built-environment would occur incrementally** as businesses and lots redevelop. Incremental changes would allow modifications to happen over time and the code could be adjusted as needed.

Form-Based Code, LaFayette, LA



Example of a Form-Based Code

GROUND-FLOOR USE	CAFÉ ZONE	PEDESTRIAN ZONE	LANDSCAPE + FURNITURE ZONE	PARKING + PLANTER ZONE	SHARED TRAVEL ZONE
MULTI-FAMILY RESIDENTIAL	Not Applicable See Appendix A.5 Private Frontage Guidelines.	6' - 8'	6' - 8' Tree wells; Street furniture to be provided per Section 6;	8' parallel	See Section 3.3 for Street Type Standards.
COMMERCIAL	Where Applicable; 6' - 12' Additionally, See Appendix A.5 Private Frontage Guidelines.	7' - 10'	See Section 3.5 for Street Landscape Standards.	16' - 18' head-in diagonal OR 8' parallel Parking Lane Planters (optional)	

streetscape enhancements



Today, the entire Boulevards area features roads that are primarily large swaths of pavements with few amenities for modes of transportation other than the personal automobile. Through community engagement efforts, a **desire for places to safely walk and bike** was identified, as well as a **desire for ongoing beautification and placemaking** in the area.

Through coordinated design and construction, **a more multi-modal network can be creating while increasing the attractiveness of the area.** The location, look, and feel of these treatments will depend on where they are being applied within the Project Area. **Not all proposed amenities will be appropriate or useful in every part of the corridor** due to nearby land uses, traffic volumes, and physical constraints.

Potential amenities to be incorporated into these streetscapes could include:

- » Shared-Use Paths and Greenways (Incorporated where appropriate)
- » Enhanced crossings (at intersections and mid-block)
- » Benches
- » Pedestrian lighting
- » Street trees
- » Additional landscaping



Crossing Improvements at Other Intersections



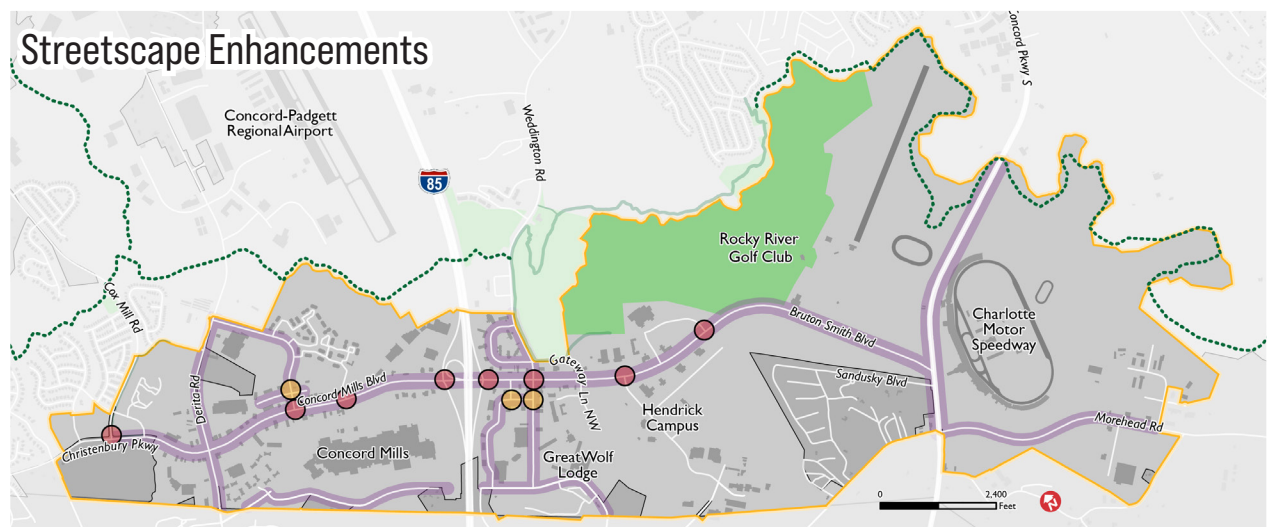
Crosswalk Additions at Existing or Proposed Signalized Intersections



Proposed Shared-Use Path / Greenway



Proposed Streetscape Enhancements



streetscape enhancements

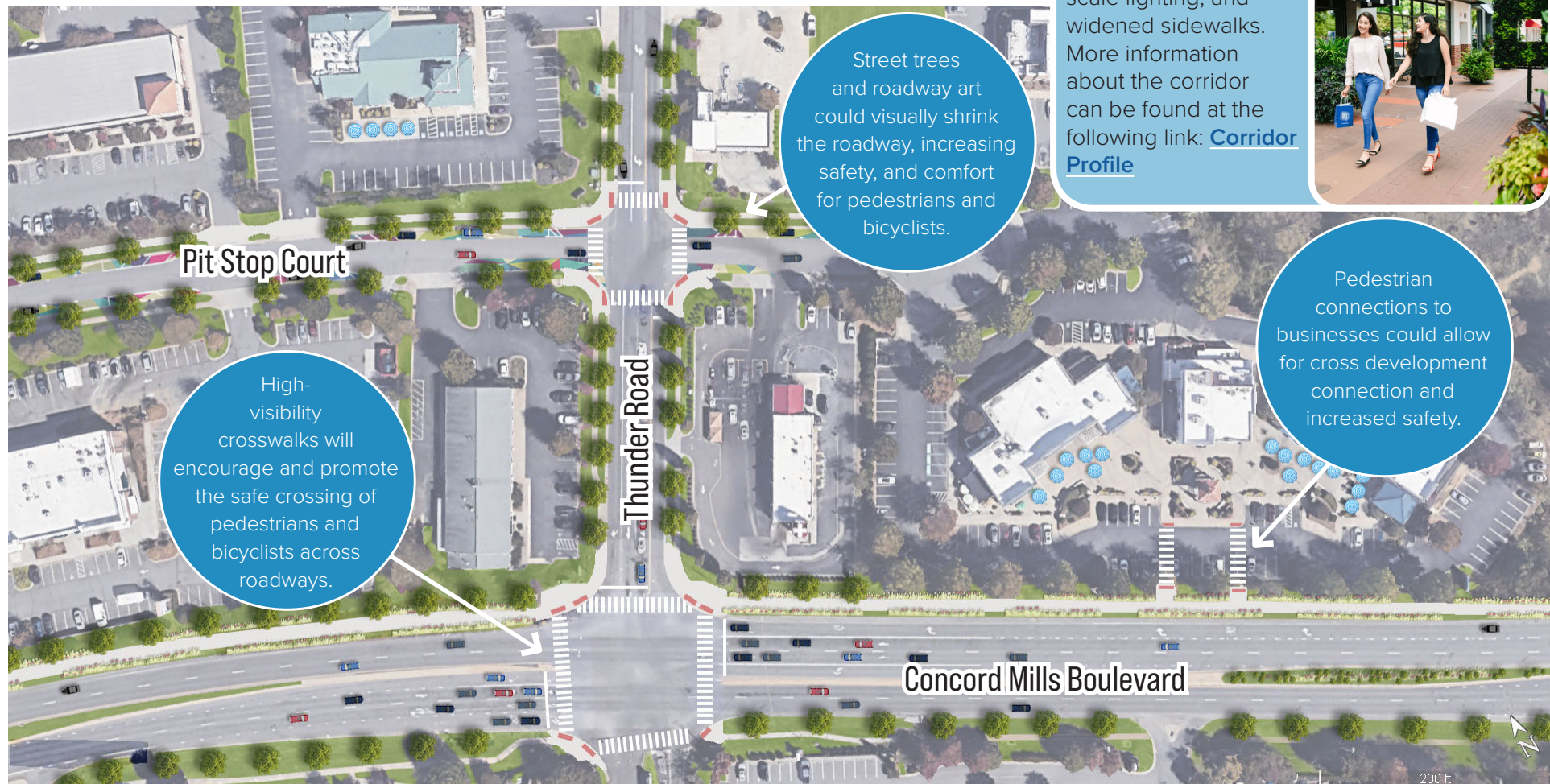


Streetscape improvements will support pedestrian and bicycle activity along the corridor. Residents who live nearby will have the option to walk or bike from their homes while visitors will be able to park once and walk from place to place. In this way, these improvements will support increased

economic activity in the area without adding more congestion or need for parking. Additionally, safety will increase as more people travel through and have eyes on the area. Streetscape enhancements are described in greater detail on the following pages.

Case Study: Village District

The Hillsborough Street Community Service Corporation (HDCSC) is an MSD that covers a series of districts. The HDCSC has improved the area's streetscape by adding street trees, benches, pedestrian-scale lighting, and widened sidewalks. More information about the corridor can be found at the following link: [Corridor Profile](#)

High-visibility crosswalks will encourage and promote the safe crossing of pedestrians and bicyclists across roadways.

Street trees and roadway art could visually shrink the roadway, increasing safety, and comfort for pedestrians and bicyclists.

Pedestrian connections to businesses could allow for cross development connection and increased safety.

roadway crossings



Very few safe and convenient crossings of Concord Mills Boulevard/Bruton Smith Boulevard exist today, making it impossible to move around safely outside of a vehicle. **Implementing safe crossings will allow residents and guests to walk from one area to another without the use of a vehicle.** This, in turn, decreases the amount of traffic and provides choices for mobility.

These new locations have been chosen due to substantial destinations on either side of the Boulevard and/or the presence of existing pedestrian infrastructure to connect to.



- Proposed Sidewalks
- Crosswalk Additions at Existing or Proposed Signalized Intersections
- Crossing Improvements at Other Intersections

Across the Boulevards

Along Concord Mills Boulevard / Bruton Smith Boulevard, **shown in red highlights, crosswalks will be added at existing or proposed signalized intersections.** This will allow the safe crossing of pedestrians over the Boulevards at the busiest intersections. The following intersections have been identified for these improvements:

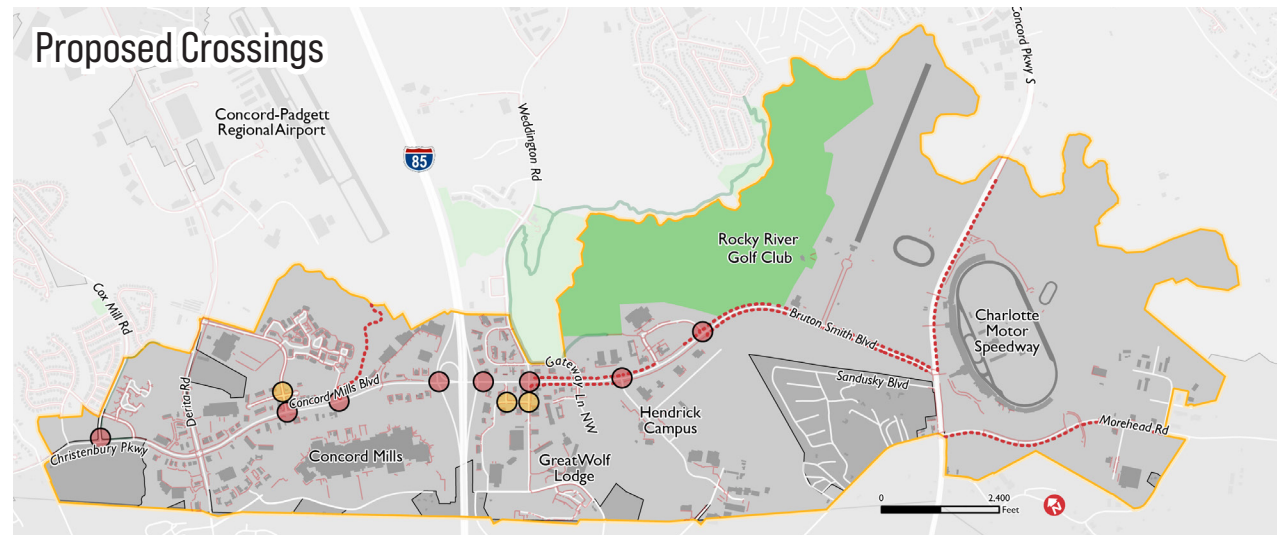
- » Cox Mill Road
- » Thunder Road
- » Bexley Way
- » I-85 Interchange Ramps
- » Weddington Road
- » Papa Joe Hendrick Boulevard
- » John Q. Hammons Drive

Other Locations

On the map, **yellow highlights show crossing improvements that could be implemented on streets near the Boulevards.** These improvements may involve new and/or repainted crosswalks and signage to bring awareness to the presence of pedestrians. In some cases, these areas may involve a push button to give pedestrians and bicyclists the right-of-way. The following intersections have been identified for these improvements:

- » Pit Stop Court
- » Lyles Lane
- » Lyles Lane and Weddington Road

These infrastructure **improvements should be complimented by landscape improvements and lighting that is appropriate for local context** to create a welcoming and safe environment.



sidewalk and trail connectivity



Within the Boulevards area, a variety of sidewalks exist on internal developments. For example, a row of retail stores will have a sidewalk connecting each of the entrances. However, there is a lack of sidewalks along major roadways and between development that may otherwise serve pedestrians and bicyclists.



Sidewalks

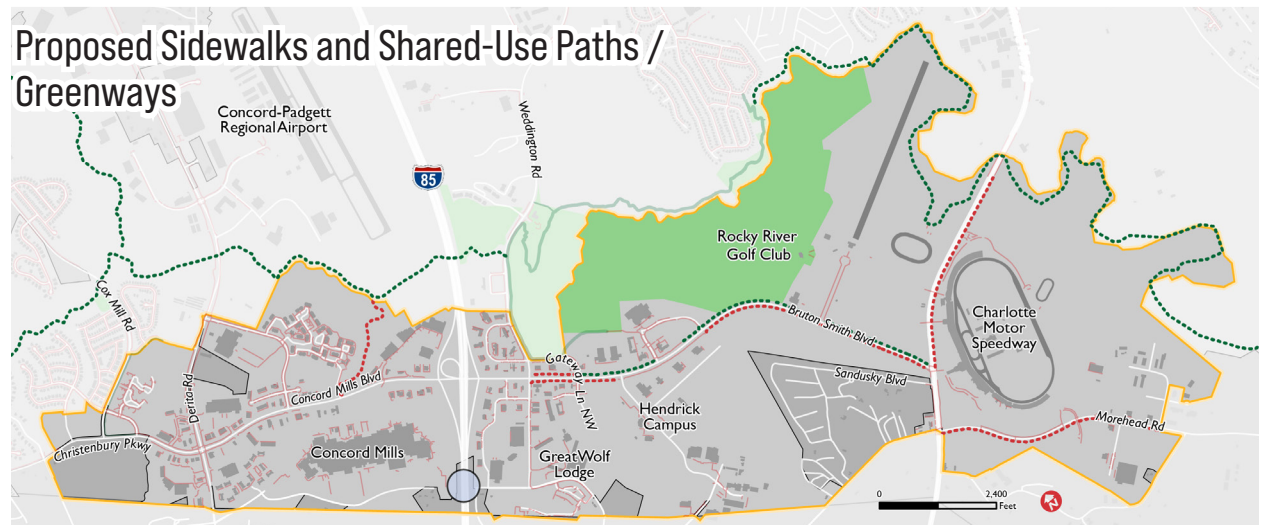
This is most prominent along Bruton Smith Boulevard, Concord Parkway South and Morehead Road. During event days at the Charlotte Motor Speedway pedestrians come from nearby lodging which includes hotels along John Q. Hammons Drive and RV spaces south of the Rocky River Golf Club. Providing sidewalks, including widened sidewalks/side paths, to the Charlotte Motor Speedway will make pedestrian trips easier and reduce the need for vehicular drive over a short distance. Similar improvements should be made along Concord Parkway South.

A ten-foot wide side path is also proposed along Morehead Road. This project will connect to the Town of Harrisburg and their developments within the Morehead West area.

Additionally, **sidewalk gaps should be eliminated as funding is available.** This will create a more connected area that is safe for pedestrians and bicyclists.



-  New Bridge Over I-85
-  Proposed Shared-Use Path / Greenway
-  Proposed Sidewalks



sidewalk and trail connectivity



Hector H. Henry II Greenway

Greenways are vital infrastructure for multi-modal connectivity. Adjacent to the study area is the Rocky River and the Hector H. Henry II Greenway. This greenway is a part of the regional Carolina Thread Trail which connects approximately two million people in over fifteen counties. Greenways can also be used to create a sense of place through events and unique signage.

Currently, the Hector H. Henry II Greenway has only been constructed on the eastern side of Interstate 85. **In the future, the greenway is planned to travel across the Interstate and connect to neighborhoods, shopping centers, and schools.** This would allow residents and visitors a vehicle free route adjacent to the corridor that connects major destinations to numerous residential areas.

As noted previously, detailed alignments and the presence or absence of specific neighborhood connections will be determined as part of the greenway's design based on a more detailed understanding of the area and additional public engagement.

Parallel Connections

Additionally, **crossings should be implemented to join the east and west sides of the corridor.** While implementing pedestrian and bicycle infrastructure may not be appropriate through the interchange, parallel connections could be made through the expansion of the Hector H. Henry II Greenway and the joining of Quay Road and Old Holland Road which are discussed on page 18.





ITS infrastructure works to provide innovative services as related to multiple modes of transportation. **This infrastructure works to create a comprehensive system that serves the user.**

As noted previously, a new traffic signal is planned to be installed at John Q. Hammonds Drive and Bruton Smith Boulevard at the Speedway. The City has indicated there are no other ITS-related RFPs or recent relevant contracts that would affect this corridor.

Recommendations For Further Evaluation

Based on a review of existing ITS infrastructure within the corridor and feedback from the City, **the following potential ITS planning-level solutions are recommended to be further evaluated:**

- » New and/or upgraded fiber along the length of the corridor
- » Real-time passenger information for shuttle and/or transit services
- » Pedestrian and bicycle detection upgrades at signals
- » Additional DMS sign(s) for southbound I-85 traffic
- » Increased camera coverage for traffic and security

New And/Or Upgraded Fiber Along The Length Of The Corridor

Since the signals on the west side of the corridor are interconnected via NCDOT fiber and the shared use agreement is limited, any enhanced or added ITS capabilities would require an upgrade to the fiber network.

Therefore, it is recommended that an enhanced fiber optic communications cable network along the entire corridor be evaluated.

With connectivity along the entire corridor provided via City-owned fiber, there would be the capacity to expand ITS capabilities and provide redundancy within the City's network.

Real-Time Passenger Information For Shuttle And/Or Transit Services

The primary purpose of real-time passenger information (RTPI) is to communicate to passengers when the next transit vehicle is due to arrive. Waiting at shuttle/transit stops is shown to be the highest negative experience for passengers and **RTPI minimizes the uncertainty during the wait by providing communication directly with passengers during their trip.**

A factor in increasing ridership and improving a rider's experience on transit services is to get information related to routes, arrivals, alerts, etc. to passengers as fast as possible. RTPI helps to reach those who either do not have a personal mobile device or have not downloaded the needed app or signed up for the alert service. Therefore, and particularly if a transit loop is implemented within this corridor, further

evaluation of installing RTPI displays throughout the corridor and/or within hotel lobbies and other significant origins and destinations within the corridor is recommended.





Pedestrian And Bicycle Detection Upgrades At Signals

Bicycle and pedestrian detection can enhance levels of service and safety for pedestrians and bicyclists while also minimizing delays to passenger and transit vehicles.

Detection alerts the traffic signal controller to the presence of bicycle or pedestrian crossing demand and can be implemented through pushbuttons or automated means such as video, in-pavement loops, etc. Pedestrian detection primarily occurs via pushbuttons. Therefore, further evaluation of bicycle and pedestrian detection is recommended along this corridor.

Enhanced fiber connectivity along the corridor (as recommended for further evaluation above) would support this enhanced technology at the traffic signals.

Additional DMS Sign(s) For Southbound Traffic

As stated above, the corridor currently has two DMS signs located on the northbound ramp from I-85 to Concord Mills Boulevard. Lane assignment provided by DMS signs is **effective in directing particularly unfamiliar motorists to the correct lane to help get them to their desired destination.**

Additionally, as special events or other traffic pattern demands necessitate, the dynamic lane assignments aid in dispersing traffic evenly to reduce spillover onto the interstate. In order to more fully provide effective traffic management

at a significant entrance point to the corridor, evaluation for additional DMS sign(s) for the southbound I-85 ramp is recommended.

Increase Camera Coverage For Traffic And Security

While this corridor has complete camera coverage at all intersections along Concord Mills Boulevard, it has been noted that the police department may be interested in adding additional camera coverage, particularly in the vicinity of the hotels.

Therefore, it is recommended that camera coverage be further evaluated from both a traffic and safety perspective to determine if additional coverage is warranted.

It should be noted that if various departments desire to share video feeds for different purposes, evaluating and establishing guidelines for camera control and use is also recommended. An improved fiber optic communications network (as recommended for further evaluation above) would be instrumental in supporting the bandwidth needed for additional camera coverage.

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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

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

(a) **"Seller":** City of Concord, a North Carolina Municipal Corporation

(b) **"Buyer":** Dara Woolfolk

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s).

The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 314 Sycamore Avenue Southwest
City: Concord Zip: 28025
County: Cabarrus County, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium Underwood Park
as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 5620-64-9432-0000

Other description: TR 2 CITY OF CONCORD .13AC

Some or all of the Property may be described in Deed Book _____ at Page _____

(d) **"Purchase Price":**

\$ _____ 232,800.00

\$ _____

\$ _____ 1,000.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____ 231,800.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2024
© 7/2024

Buyer's initials DW Seller's initials UP

07/18/24
3:21 PM EDT

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit,” shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **“Escrow Agent”** (insert name): Ferguson Hayes Hawkins PLLC
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).



NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **“Due Diligence”**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than “Seller” as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

Buyer's initials  Seller's initials 
07/18/24 3:21 PM EDT dotloop verified

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") _____;

OR

The period extending for (insert a number only; not "N/A") 30 _____ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

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

(l) "**Settlement Date**": The parties agree that Settlement will take place on 09/30/2024 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

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

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND “SMART” VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall “unpair” any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller’s obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

NONE

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): NONE

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value:

BACKYARD STORAGE SHED, REFRIGERATOR.

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under paragraphs 4 and 8(c) herein, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

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

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.


(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any

Buyer's initials  Seller's initials 
07/18/24 3:21 PM EDT dotloop verified

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:
• Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
• Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

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

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

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

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

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

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

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.



OR:

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

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

in the principal amount of 140,000.00 plus any financed VA Funding Fee or FHA MIP.

Buyer's initials  Seller's initials 
07/18/24 3:21 PM EDT dotloop verified

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

Other funds:

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

CPLP, NCHFA, CITY OF CONCORD DOWN PAYMENT ASSISTANCE

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

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

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

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

(d) **Residential Property and Owners' Association Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): First sale of dwelling never inhabited.

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's initials


07/18/24
3:21 PM EDT
dotloop verified

Seller's initials



Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. BUYER OBLIGATIONS:

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

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

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

7. SELLER REPRESENTATIONS:

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

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.



(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

Buyer's initial  Seller's initial 

07/18/24
3:21 PM EDT
dotloop verified

(specify name of association): N/A whose regular assessments ("dues") are \$N/A per N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A

N/A
Owners' association website address, if any: N/A

(specify name of association): N/A whose regular assessments ("dues") are \$N/A per N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A

N/A
Owners' association website address, if any: N/A

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.


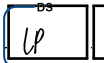
NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property is is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

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

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

Buyer's initials  Seller's initials 

(iii) AS SOON AS REASONABLY POSSIBLE AFTER THE Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller's account from any owners' association or HOA management company associated with the Property. Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf a written statement of Seller's account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners' association or HOA management company for such written statement.
(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

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

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.



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

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

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

Buyer's initials  Seller's initials 
07/18/24 3:21 PM EDT dotloop verified

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____

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

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

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

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

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

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

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;

Buyer's initials  Seller's initials 

07/18/24 3:21 PM EDT dotloop verified

(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
(iii) charges for determining restrictive covenant compliance.

10. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))



14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging

Buyer's initials  Seller's initials 

07/18/24 3:21 PM EDT dotloop verified

party shall be responsible for an additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

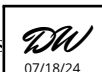

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Buyer's initials  Seller's initials 
07/18/24
3:21 PM EDT
dotloop verified

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 07/18/2024

Date: _____

Buyer: *Dara Woolfolk* dotloop verified
07/18/24 3:21 PM EDT
IJZD-XBWWY-6Q00-8LCV

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

****This Offer To Purchase is subject to City of Concord, City Council approval on Thursday, August 8th 2024.****
Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

City of Concord, a North Carolina Municipal Corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: *Lloyd Payne* DocuSigned by:
D1306B5C48ED4B6

Name: _____
Print Name

Name: Lloyd Wm. Payne, Jr., ICMA-CM
Print Name

Title: _____

Title: City Manager

Date: _____

Date: 7/19/2024 | 7:35 AM PDT

[THIS SPACE INTENTIONALLY LEFT BLANK]

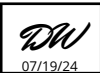

Buyer's initials *DW* 07/19/24
4:38 PM EDT
dotloop verified Seller's initials *LP* DS

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer's initial  Seller's initials 

07/19/24
4:38 PM EDT
dotloop verified

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

SELLER NOTICE ADDRESS:

Mailing Address: 6001 Providence Rd Apt 17

Mailing Address: _____

Charlotte, NC 28226

Buyer Fax#: _____

Seller Fax#: _____

Buyer E-mail: dara41222@gmail.com

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: inCREDIBLE Realty Group

Listing Firm Name: _____

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Acting as Seller's Agent Dual Agent

Firm License #: C34763

Firm License #: _____

Mailing Address: 11626 Old Statesville Rd Unit 116

Mailing Address: _____

Huntersville, NC 28078

Individual Selling Agent: Connie Ward

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 205838

Listing Agent License #: _____

Selling Agent Phone #: 704-995-3940

Listing Agent Phone #: _____

Selling Agent Fax #: _____

Listing Agent Fax #: _____

Selling Agent E-mail: cw@conniewardrealtor.com

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials

DW
07/19/24
4:38 PM EDT
dotloop verified

Seller's initials

UP

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Concord, a North Carolina Municipal Corporation (“Seller”)
Buyer: Dara Woolfolk (“Buyer”)
Property Address: 314 Sycamore Avenue Southwest, Concord, NC 28025 (“Property”)

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: _____

By:
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00, receipt of which Seller hereby acknowledges.

Date: _____

Seller:
(Signature)

Date: _____

Seller:
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

By:
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ AM PM

By:
(Signature)

(Print name)

UNREPRESENTED SELLER DISCLOSURE AND FEE AGREEMENT
(Selling Agent Represents the Buyer)

This Agreement is entered into on (Date) _____, by and between
City of Concord, a North Carolina Municipal Corporation as "Seller",
and inCREDIBLE Realty Group ("Firm")

RECITALS:

A. Seller is the owner of property commonly known as 314 Sycamore Avenue Southwest, Concord, NC 28025
_____ (the "Property").

B. Seller is endeavoring to sell the Property without the assistance of a licensed real estate agent; however, Firm has a client,
Dara Woolfolk ("Client") who would like
to see the Property.

C. If Seller sells the Property to Firm's Client, Seller agrees to pay Firm a fee of 2.5% of purchase price
_____ ("Fee").

D. THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

Accordingly, the parties agree as follows:

1. **FEE:** The Fee will be deemed earned if Seller enters into a contract to sell the Property to Firm's Client at any time within
180 days from the date Seller signs this Agreement. Once earned, the Fee will be due and payable at the
earlier of closing or Seller's failure to sell the Property as a result of Seller's default on the contract. HOWEVER, if, prior to the
expiration of this Agreement and the execution of a contract to sell the Property, Seller enters into a valid listing agreement with any
real estate firm, Seller shall NOT be obligated to pay the Fee if the listing firm offers compensation to Firm through a multiple listing
service or otherwise.

2. **BUYER AGENCY:** Seller acknowledges that Firm is the agent representing Client with respect to the Property. As the agent of
Client, the Firm has the duty to act on behalf of the Client, and will not be acting on behalf of Seller. This duty requires that all
information regarding this transaction given to the Firm by Seller be disclosed to Client. For example, if Seller discloses to Firm that
Seller is compelled by outside circumstances to sell by a certain date, or that Seller is prepared to lower the price, the Firm would be
required to disclose this information to Client. Seller is advised to keep this in mind when communicating with Firm. By signing this
Agreement, Seller acknowledges that this Client agency relationship has been previously orally disclosed to Seller when Firm first
discussed an appointment to show Property to Client.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**DO NOT SIGN THIS FORM UNTIL YOU HAVE RECEIVED AND READ THE
"WORKING WITH REAL ESTATE AGENTS" DISCLOSURE**

Seller and Firm each acknowledge receipt of a signed copy of this document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

SELLER:

Date: _____
Seller: _____
Date: _____
Seller: _____

FIRM:

inCREDIBLE Realty Group
By: Carrie Wood dotloop verified
07/19/24 12:03 PM EDT
DVGG-172P-BALM-BAWO
Date: _____

Entity Seller:
City of Concord, a North Carolina Municipal Corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Lloyd Payne DocuSigned by:
D13D6B5C48ED496
Name: Lloyd Wm. Payne Jr., ICMA-CM
Title: City Manager
Date: 7/19/2024 | 7:35 AM PDT



STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT









Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 314 Sycamore Avenue Southwest, Concord, NC 28025

Owner's Name(s): City of Concord, a North Carolina Municipal Corporation

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Lloyd Payne Date 7/19/2024 | 7:35 AM PDT

Owner Signature: Lloyd Wm. Payne, Jr. ICMA-CM Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Dara Woodfolk Date 07/19/2024

Purchaser Signature: _____ Date _____

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

MONEY ORDER

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

19-479070367

A 356519 D 072224
T 1219 09
194790703672 L 001555

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF

Ferguson Hayes Hawkins

PAYMENT FOR/ACCT. #

Dana Woodhull PURCHASER'S ADDRESS

314 Sycamore Ave SW D. Woodhull

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

EARNEST MONEY

⑆102100400⑆ 40194790703672⑈

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

MONEY ORDER

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

19-479070366

A 356519 D 072224
T 1219 09
194790703663 L 001555

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF

Ferguson Hayes Hawkins

PAYMENT FOR/ACCT. #

Dana Woodhull PURCHASER'S ADDRESS

314 Sycamore Ave SW Dana Woodhull

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

EARNEST MONEY

⑆102100400⑆ 40194790703663⑈

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Concord, a North Carolina Municipal Corporation ("Seller")
Buyer: Dara Woolfolk ("Buyer")
Property Address: 314 Sycamore Avenue Southwest, Concord, NC 28025 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00 , receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____
By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00 , receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)
Date: _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00 . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: 7/23/2024 Firm: Ferguson Hayes Hawkins PLLC
By: Kristin Campbell
(Signature)
Kristin Campbell
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$.00 . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____
Time: _____ AM PM By: _____
(Signature)

(Print name)

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

MONEY ORDER

Payable at Wells Fargo Bank, Grand Junction - Downtown, N.A., Grand Junction, Colorado

19-479070367

A 354519 D 073224
T 1219 09
194790703672 0001555

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF

Ferguson Hayes Hawkins

PAYMENT FOR ACCT #

PURCHASER'S ADDRESS
Dana Wohlfahrt

311 Sycamore Ave SW D. Wohlfahrt

PURCHASER'S SIGNATURE

EARNEST MONEY

⑆102100400⑆ 40194790703672⑆

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

MONEY ORDER

Payable at Wells Fargo Bank, Grand Junction - Downtown, N.A., Grand Junction, Colorado

19-479070366

A 354519 D 072224
T 1219 09
194790703663 0001555

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF

Ferguson Hayes Hawkins

PAYMENT FOR ACCT #

PURCHASER'S ADDRESS
Dana Wohlfahrt

311 Sycamore Ave SW Dana Wohlfahrt

PURCHASER'S SIGNATURE

EARNEST MONEY

⑆102100400⑆ 40194790703663⑆

RESOLUTION AUTHORIZING THE PRIVATE SALE OF REAL PROPERTY

WHEREAS, North Carolina General Statute § 160A-279 permits the City to convey real or personal property by private sale to any public or private entity which carries out a public purpose if the City is authorized by law to appropriate money to the public or private entity; and

WHEREAS, the City acquired an A-frame dwelling structure (Structure) as part of the acquisition of the property located at Cabarrus County Tax PIN 46803324860000 and having a physical address of 1252 Cox Mill Road, Concord, NC 28027; and

WHEREAS, the City has no use for the Structure, and planned to demolish the Structure at an estimated cost of forty thousand dollars (\$40,000.00); and

WHEREAS, WeBuild Concord, Inc. (WeBuild) is a North Carolina non-profit corporation organized and operated exclusively for charitable and public purposes and specifically for the public purpose of the provision of affordable housing in the City of Concord and surrounding areas; and

WHEREAS, WeBuild agrees to remove the Structure from the City's property and relocate the Structure for rehabilitation to be then sold at the then market rate, the proceeds of such sale to be used for the public purpose of the provision of affordable housing; and

WHEREAS, the City of Concord conducted a study of the affordable housing market study in 2019 which showed, at the time, that Concord needs over 300 additional units of affordable housing to be built per year for the next ten years in order to meet the housing needs of its low to moderate income citizens. However, this study was conducted before the 2020 Census and pandemic. The 2020 Census revealed that Concord had a 33 percent increase in population since 2010. With a population well over 115,000, the numbers provided in the housing study are likely to be lower than the current actual need in the City; and

WHEREAS, WeBuild Concord, Inc. proposes to utilize the funds acquired from any subsequent then market rate sale of the Structure for the purpose of the provision of affordable housing and provide such evidence of said use of funds as the City may require; and

WHEREAS, WeBuild bases the price of homes and/or rentals on the resident's income. For example, WeBuild's current home sales and rentals are occupied by residents in the following income categories and percentages:

- Below 60% AMI – 80 percent
- 60-80% AMI – 20 percent
- Above 80% -0 percent

All applicants must apply for homes through our application partner, Prosperity Unlimited, the lead HUD- certified counseling agency for Cabarrus County. Prosperity Unlimited documents income eligibility, homeownership or rental requirements, and other rules for affordable housing subsidies; and

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

1. The City Council hereby declares the Structure to be surplus personal property.
2. The City Council intends to convey the property described above through the private sale procedure outlined in North Carolina General Statute § 160A-267.
3. The City Clerk shall cause a notice of the proposed sale of the Property as follows to be published.:

An A-frame dwelling structure (Structure) acquired as part of the acquisition of the property located at Cabarrus County Tax PIN 46803324860000 and having a physical address of 1252 Cox Mill Road, Concord, NC 28027. The purchaser shall remove the structure from the City's property at it's sole expense and shall utilize the proceeds from the subsequent market rate sale of the property for the purpose of the provision of affordable housing.

4. The consideration for the conveyance includes the following set of conditions, covenants, and restrictions, which shall be incorporated in the deed given by the City to WeBuild:
 - a. The purchaser shall remove the structure from the City's property at it's sole expense and liability.
 - b. The purchaser shall utilize the proceeds from the subsequent market rate sale of the property for the purpose of the provision of affordable housing and shall provide such documentation of said use of funds as the City may require.
5. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale in accordance with this resolution.

Adopted this _____ day of _____, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

[SEAL]

AGREEMENT FOR THE PURCHASE AND REMOVAL OF BUILDING

This Agreement for the Purchase and Removal of a Building (the “Agreement”) is by and between the City of Concord, a North Carolina municipal corporation (the “City”) and WeBuild Concord, a North Carolina non-profit corporation (the “Purchaser”) (collectively the “Parties”), to be effective the ____ day of _____, 2024.

WITNESSETH

WHEREAS, the City owns a house currently located at 1252 Cox Mill Road, Concord, NC 28027 (Structure);
and

WHEREAS, the City wishes to remove the Structure and to retain ownership of the land on which it currently sits; and

WHEREAS, the Purchaser has agreed to purchase the Structure and remove it from the City’s land; and

WHEREAS, the City is selling the Structure under its power as a housing authority and therefore has not published a solicitation for bids to purchase the house and move it off of the City’s land; and

NOW, THEREFORE, the City and the Purchaser hereby enter into a formal agreement to transfer ownership of the Structure and to govern its removal from City’s property, with terms of the Agreement as follows:

- 1. Purchase Price.** The Purchaser agrees to pay the City the amount of One dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged to include the removal of the property from the City’s property at the sole cost and liability of the purchaser and the avoidance of the cost of demolition, estimated to be forty thousand dollars for the A-Frame style house currently located on the property known as Cabarrus County Tax PIN 46803324860000 and having a physical address of 1252 Cox Mill Road, Concord, NC 28027 (“House”) and the right to remove the House from the City’s property. The payment shall be made by the 31st day of October, 2024.
- 2. Condition of House.** The Structure is being sold “as is.” The City makes no representations or warranties concerning the condition of the Structure, the suitability of the Structure for the Purchaser’s intended uses, or any other matter relative to this Agreement other than those expressly stated herein. Purchaser acknowledges that neither the City, nor any principal, agent, attorney, employee, broker, or other representative of the City, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Structure or any matter related thereto, and Purchaser is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the Structure.
- 3. Other Structures Not Included.** This Agreement does not transfer any rights with regard to any other structures located on the property.
- 4. Obligation to Remove.** The Purchaser is required to remove the Structure from the City’s property within Fifteen (15) days of the execution of this Agreement. The Purchaser is responsible for all costs and liabilities associated with or related to the removal and moving of the Structure.
- 5. Removal Notice.** The Purchaser is required to provide the City with at least three (3) business days written notice of the date(s) on which the Purchaser plans to move the Structure. The Purchaser is

required to receive City approval of the proposed dates prior to entering onto City's property in order to remove the Structure.

6. Permits for Moving Structure. The Purchaser shall, at his own expense, obtain all required licenses and permits for moving the Structure.

7. Indemnity. The Purchaser shall be responsible to the City for its acts and omissions, and the acts and omissions of the Purchaser's building mover and any other person or organization performing any of the work under a contract with the Purchaser. The Purchaser agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from all losses, expenses, and costs, including attorney's fees, and from all suits, actions, and claims of any character brought because of injuries received or damages sustained by any person, persons, or property arising out of the removal operations, including the removal of any materials in the structure; or in consequence of any neglect in safeguarding the site; or because of any act or omission, neglect, or misconduct of the Purchaser, or by any person or organization employed directly or indirectly by the Purchaser.

8. Insurance.

A. Purchaser shall obtain and maintain commercial liability insurance and automobile insurance to protect against loss or damage during the removal process. Limits of liability shall be at least \$1,000,000.00 per occurrence and each such policy shall name the City as an additional insured.

B. Purchaser shall require any contractor it engages to perform the removal to be licensed by the North Carolina Department of Transportation and obtain and maintain

General liability limits	\$1M per occurrence
Automobile limits	\$1M combined single limit
Cargo liability	\$150k
Workers' compensation	\$500K each accident
(3 or more employees)	\$500K each employee \$500K each disease.

C. Prior to beginning the removal process, Purchaser shall provide the City with certificates of insurance evidencing such liability coverages.

9. Assignment. The Purchaser may not assign his rights under this Agreement without the written consent of the City.

10. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the Parties regarding the House. There are no verbal or written side agreements that change this Agreement.

11. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive and the exact nature of such amendment or waiver, which is signed by the Parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

12. Governing Law. This Agreement is made and executed under, and in all respects is to be governed and construed under, the laws of the State of North Carolina.

13. Binding Effect. This Agreement binds and benefits the Parties and their respective successors and

assigns.

14. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. Electronic facsimiles of signatures shall be acceptable and binding upon the parties hereto.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective the date first written above.

PURCHASER:

WeBuild Concord
a North Carolina non-profit corporation

By: _____

Name: _____

Title: _____

CITY:

City of Concord
a North Carolina municipal corporation

By: _____

Name: _____

Title: _____

City of Concord Co-Sponsorship Application (page 1)

Today's Date: 7/3/2024	
Name of Event: Logan Community Reunion	
Date(s) of Event: 9/1/24	Location: Barber-Scotia College
Brief Description of Event: This event will be a gathering for old and new residents of the Logan Community. Through this event we will be able to highlight businesses from residents that grew up in Logan Community. There will be food vendors, product and information vendors and a local DJ for entertainment.	
Lead Sponsor: Logan Community Association	
Contact Person for Event/Request: AJ Clark/April Clark	
Address: 111 High Ave Concord NC 28025	
Phone: 704-425-2786 or April Clark 980-621-5346	
Website & Email Address (if applicable):	
logancommunity@gmail.com or aprilrclark.79@gmail.com	

This event is sponsored by (Place an X in the box in front of the one that applies):

<input checked="" type="checkbox"/>	A non-profit with current tax-exempt status that provides direct services or funds to residents and businesses in Concord; <i>OR</i>
<input type="checkbox"/>	Another group that provides a service to the City of Concord residents. (please explain)

What is the primary service or product of the sponsoring organization?

The Logan Community Association has a mission of empowering residents in the community through united efforts.

The Logan Community Association wants to provide viable alternatives to the youth of the community through activities which promote community, personal and social cultural development.

The Logan Community Association is to act as a change agent for community growth and development.

City of Concord Co-Sponsorship Application (page 2)

What is the primary benefit of the event to the Concord community?

The Logan Community Reunion is an event for the residents and surrounding communities to bring...

Economic Boost: Local businesses often see increased sales by being a vendor at this event.

Community Engagement: This event will provide an opportunity for community members to come together, fostering a sense of unity and belonging.

Cultural Exposure: This event can showcase local culture, traditions, and talents, enhancing community pride and awareness.

Networking Opportunities: This event will create a platform for individuals and businesses to connect, collaborate, and form new relationships.

Awareness and Education: This event can raise awareness about important issues, promote causes, or provide educational experiences.

What in-kind support/resources from the City will this event require?

Solid Waste- Providing additional trash collection bins and pick up of those bins

Police- Requesting 1-2 Police Officers to be dedicated to the event between the hours of 1-6pm.

RESOLUTION AUTHORIZING THE SALE OF CITY OF CONCORD SURPLUS
PERSONAL PROPERTY TO DH GRIFFIN.

WHEREAS, the City of Concord owns certain personal property described as: Six (6) Caterpillar 3516 Diesel Generators (the "Property"); and

WHEREAS, the Property is located at Electric Generation Plant #2, Manor Ave.

WHEREAS, the City has no use for the Property; and

WHEREAS, sealed bids were received for the purchase of all six (6) generators as one lot; and

WHEREAS, North Carolina General Statute §160A-265 allows cities to dispose of any personal property including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused.

NOW THEREFORE, BE IT RESOLVED, that the City of Concord City Council does hereby declare that:

1. The Property herein described is surplus to the needs of the City;
2. The Property shall be sold to DH Griffin in accordance with N.C. General Statutes §160A-265; and
3. The City Manager is authorized to execute the necessary documents to achieve this donation.

Adopted this 8th day of August 2024

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

July 12, 2024

Ms. Andrea Cline
Deputy Director of Electrical Systems
City of Concord
P.O. Box 308
Concord, North Carolina 28025

Ref: Sale of Six (6) Surplus Generators and Connected Equipment (Bid No. 2637)

Dear Andrea:

The City received sealed offers on July 11, 2024, from one vendor for the purchase of six surplus generators, located in Concord, NC. A bid tabulation is attached.

The bid was reviewed for compliance with considerations for exceptions. Based on the preceding factors, the proposal was submitted by D.H. Griffin, from Charlotte, North Carolina, in the amount of \$87,400.00.

Based on the information above, we recommend that the City awards this purchase to D.H. Griffin and authorize us to process the construction contracts.

Please let us know if you need any additional information or have any questions.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Steve Phillips
Associate Engineer

SRP/lc
Enclosures()

BID TABULATION
Sale of Six (6) Surplus Generators
and Connected Equipment
 Bid No. 2637

City of Concord
 Concord, North Carolina

Bid Date: July 11, 2024
 Time: 2:00 PM, EDT

<u>Bidder</u>	<u>D.H. Griffin Wrecking Co. Charlotte, NC</u>	_____	_____	_____	_____	_____
Purchase of six (6) Caterpillar 3516 Diesel Generators	\$ 199,800.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Removal of Generators and connected equipment (Deduct from purchase)	\$- 105,000.00	\$- _____	\$- _____	\$- _____	\$- _____	\$- _____
Repair/Patch penetrations on building with like materials (Deduct from purchase)	\$- 7,400.00	\$- _____	\$- _____	\$- _____	\$- _____	\$- _____
TOTAL	\$ <u>87,400.00</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>

RESOLUTION AUTHORIZING THE SALE OF CITY OF CONCORD SURPLUS
PERSONAL PROPERTY TO ANB SYSTEM SUPPLIES, LLC.

WHEREAS, the City of Concord owns certain personal property described as: Five (5) Station Power Transformers (the "Property"); and

WHEREAS, the Property is located at 211 Manor Ave SW, 402 S Central Drive NW, and 801 Florence Ave.

WHEREAS, the City has no use for the Property; and

WHEREAS, sealed bids were received for the purchase of all five (5) transformers as one lot; and

WHEREAS, North Carolina General Statute §160A-265 allows cities to dispose of any personal property including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused.

NOW THEREFORE, BE IT RESOLVED, that the City of Concord City Council does hereby declare that:

1. The Property herein described is surplus to the needs of the City;
2. The Property shall be sold to ANB System Supplies, LLC in accordance with N.C. General Statutes §160A-265; and
3. The City Manager is authorized to execute the necessary documents to achieve this donation.

Adopted this 8th day of August 2024

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

July 16, 2024

Ms. Andrea Cline
Deputy Director of Electrical Systems
City of Concord
P.O. Box 308
Concord, North Carolina 28025

Ref: Sale of Five (5) Surplus Transformers (Bid No. 2638)

Dear Andrea:

The City received sealed offers on July 11, 2024, from three vendors for the purchase of five surplus transformers, located in Concord, NC. A bid tabulation is attached.


The bid was reviewed for compliance with considerations for exceptions. Based on the preceding factors, the highest and most compliant proposal was submitted by ANB System Supplies, LLC, from Niagara Falls, NY, in the amount of \$129,302.00.

Based on the information above, we recommend that the City awards this purchase to ANB System Supplies, LLC and authorize us to process the construction contracts.

Please let us know if you need any additional information or have any questions.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Steve Phillips
Associate Engineer

SRP/lc
Enclosures()

BID TABULATION
Sale of Five (5) Power Transformers
Bid No. 2638

City of Concord
Concord, North Carolina

Date: July 11, 2024
Time: 2:30 PM, EDT

<u>Bidder</u>	<u>ANB System Supplies Niagara Falls, NY</u>	<u>Belyea Co. Easton, PA</u>	<u>TCI Alabama</u>	<u>_____</u>	<u>_____</u>
(1) 43.8-4.16 KV, 8.4/10.5 MVA Power Transformer (ABB)	\$ <u>22,301.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
(2) 43.8-4.16 KV, 112/12 MVA Power Transformer (ABB)	\$ <u>27,501.00</u>	\$ <u>104,000.00</u>	\$ _____	\$ _____	\$ _____
(3) 43.8-13.2KV, 20/27MVA Power Transformer w/LTC (Kuhlman)	\$ <u>32,700.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
(4) 43.8-13.2 KV, 20/27 MVA Power Transformer w/LTC (Kuhlman)	\$ <u>28,500.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
(5) 43.8-13.2 KV, 20/27 MVA Transformer w/LTC (GE)	\$ <u>18,300.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ <u>129,302</u>	\$ <u>104,000.00</u>	\$ <u>75,000.00</u>	\$ _____	\$ _____



Bid Tabulation Sheet Summary
McInnis Aquatic Center Pool Improvements 2023-024
Bids Received July 11, 2024 at 2:00 PM in Conf Rm C

Contractor	Base Bid	10 % Contingency	Total Bid
Conner Construction Corporation	\$ 448,800.00	\$ 44,880.00	\$ 493,680.00
Ratzlaff Construction	\$ 531,228.00	\$ 53,122.80	\$ 584,350.80
Ike's	\$ 499,000.00	\$ 49,900.00	\$ 548,900.00
USA Construction	\$ 750,000.00	\$ 75,000.00	\$ 825,000.00

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

Quote

July 19, 2024

Marvin Caldwell Park Baseball, Softball, Soccer
Concord, North Carolina

Baseball, Softball and Soccer\$649,000
Applicable USE tax, permitting, and installation is included.

Light-Structure System™ with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired pole top luminaire assemblies
- UL Listed assemblies

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired pole top luminaire assemblies
- UL Listed assemblies

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years on new Musco poles and also covers on the fixtures on the non Musco poles
- All maintenance costs for Control Link included for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Notes: Quote is based on:

- Shipment of entire project together to one location at the same time
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Structural code and wind speed = 2018 IBC, 118 mph, Exposure C
- The owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Care will be taken on the perimeter of the fields, but the owner is responsible for landscape repair if needed.
- Assumes electrical panels will already be installed. Scope to commence with underground conduit/circuits at the service (provided and installed by others) out to the poles and energized
- Existing poles will be reused for baseball, owner to retain responsibility for pole integrity.
- Field #1 275'/285'/295', field #3 200' radius both 50/30 fc, Soccer 300' x 180' 30 fc
- Sourcewell Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027. Category: Sports lighting with related supplies and services. All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL
- Pricing valid for 60 days
- Musco electrical license #34958 and General Contractor license #76348
- 34% MWBE contribution

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Dina Neeley
North Carolina Lighting Consultant
Musco Sports Lighting, LLC
336.414.1030
dina.neeley@musco.com



Caldwell Park Concord, NC

EQUIPMENT LAYOUT

INCLUDES:
 - Field 1
 - Field 2
 - Field 3

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

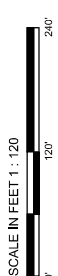
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN				Luminaires	
QTY	LOCATION	CLASS	ELEVATION	HEIGHT	POLE
2	A1-A2	-	15.5'	70'	TLC-BF-575 1
2	A3-A4	LSS60AA	15.5'	60'	TLC-BF-575 1
2	B1-B2	-	15'	70'	TLC-BF-575 1
2	B3-B4	LSS70AA	15.5'	70'	TLC-BF-575 1
2	C1-C2	-	15.5'	70'	TLC-BF-575 1
4	S1-S4	LSS70AA	70'	70'	TLC-BF-575 1
4	S1-S4	LSS70AA	70'	70'	TLC-BF-575 1
4	S1-S4	LSS70AA	70'	70'	TLC-BF-575 1
4	S1-S4	LSS70AA	70'	70'	TLC-BF-575 1
TOTALS					
14					4

SINGLE LUMINAIRE AMPERAGE DRAW CHART		Line Amperage Per Luminaire	
Driver (in min power factor)	208V	240V	277V
Single Phase Voltage	208	240	277
TLC-BF-575	1.80	1.80	1.80
TLC-LED-1200	6.9	6.5	6.0
TLC-LED-1500	8.4	7.9	7.3
TLC-LED-900	5.2	4.9	4.5
TOTALS			
	480	480	480
	3.0	3.0	3.0
	4.6	3.1	2.3



Pole location(s) ⓧ dimensions are relative to 0.0 reference point(s) ⊗



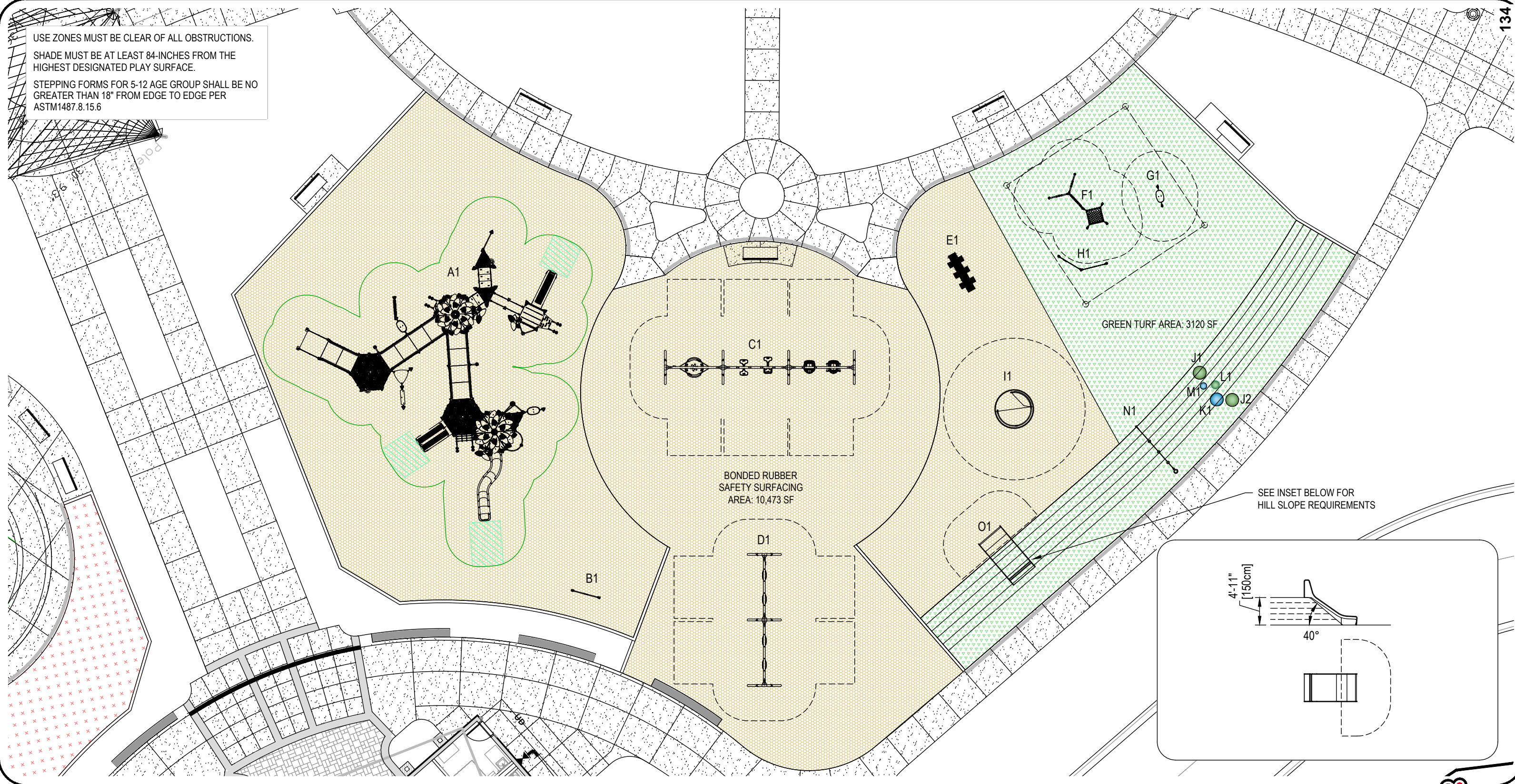
ENGINEERED DESIGN By: J Winegar · File #151463A · 28-Jun-23



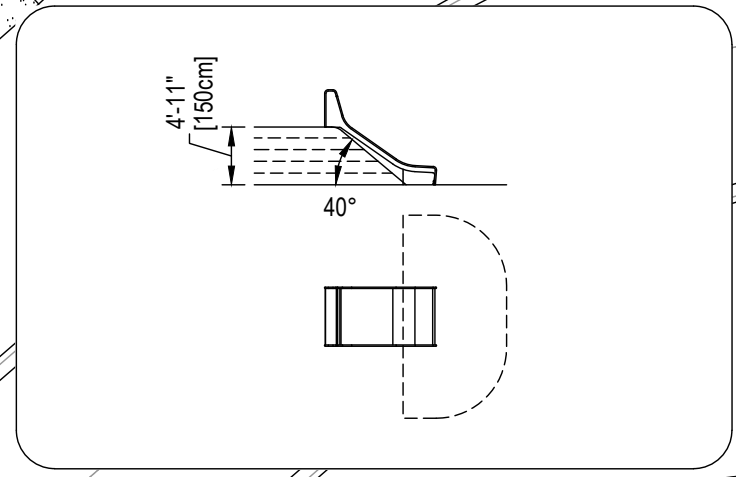
Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

EQUIPMENT LAYOUT

USE ZONES MUST BE CLEAR OF ALL OBSTRUCTIONS.
 SHADE MUST BE AT LEAST 84-INCHES FROM THE HIGHEST DESIGNATED PLAY SURFACE.
 STEPPING FORMS FOR 5-12 AGE GROUP SHALL BE NO GREATER THAN 18" FROM EDGE TO EDGE PER ASTM1487.8.15.6



SEE INSET BELOW FOR HILL SLOPE REQUIREMENTS



#	Product Number	Product Name	M.F.H.	Count
A	PCM713871_ASTM	Custom Ramped Structure	6' 8"	1
B	PCMP714402-ASTM	Custom Communication Board	0"	1
C	KSW926-CUSTOM_202 73375	Custom Swing	7'11"	1
D	KSW924-CUSTOM_202 87559	Custom Swing	7'11"	1
E	SUR18390-180	Hop Scotch	0"	1
F	PCT801-xx01	FunPoint, Creator	1'1"	1
G	PCM804-xx02	Mini Hammock	0'9"	1
H	PCM725849-US	Custom Sign Language/Braille Panels	0"	1

#	Product Number	Product Name	M.F.H.	Count
I	PCM157-CUSTOM_201 78358	Custom Universal Carousel	1'3"	1
J	SUR13374-Half Ball 695-Green RAL6017	PIP Half-Sphere, Green	1'2"	2
K	SUR13359-Ball 695-Blue RAL5015	PIP Half-Sphere, Blue	1'2"	1
L	SUR13211-500-Ball 500-Green	PIP Half-Sphere, Green	10"	1
M	SUR13357-Ball 345-Blue RAL5015	PIP Half-Sphere, Blue	7"	1
N	COR105441-xx12	Hill Climber Rope with EPDM, Type 4	0"	1
O	COR711501-1530	Embankment Slide Extra wide, 5 ft in wide	3'4"	1

CALDWELL PARK SITE PLAN



MANUFACTURER'S SHOP DRAWING:
 FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.
 TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.
 SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER
 DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 PREPARED AND PRINTED IN USA BY KOMPAN © 2024 KOMPAN, INC. AUSTIN, TX, USA 800-426-9788



SALES REPRESENTATIVE			SHEET	
BlaAng			K1.0	
REVIEW BY	DRAWN BY	DATE		
DESIGN	MtMur	4/24/2023		
REV. NO.	REV. BY	REV. DATE	REVISION NOTES	
8	JonSch	07/26/2024	Change surfacing	

LAYOUT IS IN ACCORDANCE WITH ASTM F1487





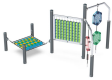
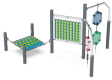
Sales Proposal

City of Concord Parks & Recreation
 Tim Davis
 147 Academy Ave., NW
 P.O. Box 308
 Concord, NC 28026

Quote No. SP123306-24
 Customer No. C122738
 Document Date 07/12/2024
 Expiration Date 09/10/2024

Sales Representative Blair Angell
 Email BlaAng@Kompan.com
 Phone No. 704-941-5047 / 800-426-9788

Project Name US294003 Caldwell Park - Concord

No.	Description	Qty Unit	Unit Price	Net Price
<u>Equipment</u>				
PCMP-CUSTOM 	Custom Triple Tower Ramp Structure 714487	1 Pieces	199,800.00	199,800.00
PCMP-CUSTOM 	PCMP-Custom Communication Board 714402	1 Pieces	3,680.00	3,680.00
<u>KSW926-CUSTOM</u> 	3 Bay Swing w/ 2 ADA Seats, 1 Duo, 1 You&Me , 1 Nest 20273375	1 Pieces	17,330.00	17,330.00
<u>KSW924-CUSTOM</u> 	2 Bay Swing w/ 4 Singles In-ground 90cm 20287559	1 Pieces	6,470.00	6,470.00
SUR18390-180 	HOPSCOTCH SQUARES 2200 MM	1 Pieces	797.00	797.00
<u>PCT801-0901</u> 	FUNPOINT, CREATOR IN-GROUND 90CM	1 Pieces	17,750.00	17,750.00





Sales Proposal

City of Concord Parks & Recreation
 Tim Davis
 147 Academy Ave., NW
 P.O. Box 308
 Concord, NC 28026

Quote No. SP123306-24
 Customer No. C122738
 Document Date 07/12/2024
 Expiration Date 09/10/2024

Sales Representative Blair Angell
 Email BlaAng@Kompan.com
 Phone No. 704-941-5047 / 800-426-9788

Project Name US294003 Caldwell Park - Concord

No.	Description	Qty Unit	Unit Price	Net Price
<u>PCM804-0002</u> 	MINI HAMMOCK SURFACE	1 Pieces	1,740.00	1,740.00
<u>PCMS-CUSTOM</u> 	PCMS-Custom Sign Language / Braille Panels 725849	1 Pieces	7,410.00	7,410.00
<u>PCM157-CUSTOM</u> 	PCM157 Custom Universal Carousel 20289387	1 Pieces	16,890.00	16,890.00
SUR13357	Euroflex Full Ball, 345mm Blue, RAL 5015	1 Pieces	586.00	586.00
SUR13359	Euroflex Full Ball, 695mm Blue, RAL 5015	1 Pieces	2,050.00	2,050.00
SUR13211-500	Euroflex Full Ball, 500mm Green, RAL 6021	1 Pieces	732.00	732.00
SUR13374	Euroflex Half Ball, 695mm Bright Green, RAL 6017	2 Pieces	1,138.00	2,276.00
<u>CRP630301-CUSTOM</u> 	Hill Climber Rope With EPDM, Type 4 - Light Blue In-Ground 90cm 20300593	1 Pieces	2,650.00	2,650.00

Sales Proposal

City of Concord Parks & Recreation
 Tim Davis
 147 Academy Ave., NW
 P.O. Box 308
 Concord, NC 28026

Quote No. SP123306-24
 Customer No. C122738
 Document Date 07/12/2024
 Expiration Date 09/10/2024

Sales Representative Blair Angell
 Email BlaAng@Kompan.com
 Phone No. 704-941-5047 / 800-426-9788

Project Name US294003 Caldwell Park - Concord

No.	Description	Qty Unit	Unit Price	Net Price
<u>KSL30301-0401</u>	EMBANKMENT SLIDE H:1,5M,W:0,5M IN-GROUND 40CM WITH EXP. BOLTS	1 Pieces	13,020.00	13,020.00
				
A870180-06	CHAIN COVER KOMPAN CRCD NO. 1900000030	3 Pieces	23.00	69.00
SUR13297-000	Euroflex Balls - Inground Anchor	5 Pieces	86.00	430.00
SUR13205-001	Euroflex Ottocoll M500 310ML Grey	2 Pieces	58.00	116.00
FREIGHT	Freight	1 Pieces	17,946.37	17,946.37
<u>Installation</u>				
INSTALL SPECIAL	Install of Kompan Equipment	1 Pieces	47,537.50	47,537.50
US-SA-CUSTOMSHADE	Supply & Installation, including foundations, equipment and labor of (1) 20' x 20' x 9' Hip Shade	1 Pieces	17,876.92	17,876.92
<u>Surfacing</u>				
<u>Poured-in-Place Surfacing</u>				
US-CUSTOM-SURFACING	Furnish & Install Bonded Rubber Safety Surfacing - 10,473 Sf Freight, Dumpster, Security Included	10,473 Sq. Feet	24.60	257,635.80
<u>Turf Surfacing</u>				
US-CUSTOM-SURFACING	Provide & Install 3,120 Sf of Turf Safety Surfacing Foam Pad 2" to ensure CFH is met Crushed Stone for Subbase, Nailer Board Freight included	3,120 Sq. Feet	20.20	63,024.00

City of Concord Parks & Recreation
 Tim Davis
 147 Academy Ave., NW
 P.O. Box 308
 Concord, NC 28026

Sales Proposal

Quote No. SP123306-24
 Customer No. C122738
 Document Date 07/12/2024
 Expiration Date 09/10/2024

Sales Representative Blair Angell
 Email BlaAng@Kompan.com
 Phone No. 704-941-5047 / 800-426-9788

Project Name US294003 Caldwell Park - Concord

No.	Description	Qty	Unit	Unit Price	Net Price
-----	-------------	-----	------	------------	-----------

Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 13 to 15 weeks for product delivery upon order placement.

Equipment is as per Caldwell Park Site Plan version K1.0 - REV 7 - dated 05/13/2024
 Changes: COR105441 ---> CRP630301-20300593
 /// COR711501-1530 --> KSL30301-0401

Subtotal	697,816.59
Project Discount Amount	-139,298.22
Total USD Excl. Tax	558,518.37
Estimated Tax rate	39,096.29
Total USD Incl. Tax	597,614.66

Payment Terms 50% Prepayment , 50% Net 30 days



Sales Proposal

City of Concord Parks & Recreation
Tim Davis
147 Academy Ave., NW
P.O. Box 308
Concord, NC 28026

Quote No. SP123306-24
Customer No. C122738
Document Date 07/12/2024
Expiration Date 09/10/2024

Sales Representative Blair Angell
Email BlaAng@Kompan.com
Phone No. 704-941-5047 / 800-426-9788

Project Name US294003 Caldwell Park - Concord

Installation Site Address

Caldwell Park
362 Georgia St SW
Concord, NC 28025



Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Solid Waste Ordinance – Proposed Changes
August 2024

Section:	Current Ordinance:	Proposed Revision:
<p>Section 46:1 Definitions</p> <p>Waste Tires</p>	<p>Waste tires means any worn out or discarded vehicle tires, as one operated on an automobile, truck, passenger van, motorcycle, golf cart or all-terrain vehicle. Tires as previously used on commercial vehicles, construction equipment, or tractors are excluded from this definition.</p>	<p>Add: Race car tires to list of exclusions</p>
<p>Section 46:2 Compliance, enforcement, removal costs, and civil penalties</p> <p>(4) Penalties (a)</p>	<p>Violations of this chapter, except for violations of 46-33 (b)(1), are subject to a \$100.00 civil penalty if such violation is not corrected within 48 hours after receiving notification from the solid waste services department.</p>	<p>Remove: \$100.00 civil penalty</p> <p>Add: as indicated in the City's adopted Schedule of User Fees and Charges.</p>
<p>Section 46:33 Pre-collection practices and public nuisance</p> <p>(a) Pre-collection practices (8) Recyclables</p>	<p>All cardboard should be cut 3x3 and placed in the recycle carts for collection.</p>	<p>Replace: All cardboard should be cut or folded to fit in the recycle carts for collection.</p>
<p>Section 46:33 Pre-collection practices and public nuisance</p> <p>(a) Pre-collection practices (15) Yard Waste – Grass, trimmings, and leaves</p>	<p>Grass, trimmings less than 12 inches in length, and leaves shall be placed in untied clear plastic or untied paper biodegradable bags weighing no less than 35 pounds each or what one person can lift and carry with one hand without dragging.</p>	<p>Remove: untied clear plastic</p>
<p>Section 46:33 Pre-collection practices and public nuisance</p> <p>(a) Pre-collection practices (17) Yard Waste - Limbs</p>		<p>Add: Limb piles in excess of 6 cubic yards in volume will be collected for a fee as indicated in the City's adopted Schedule of Fees and Charges. Assessment/collection of user fees may be suspended for limb piles in excess of 6 cubic yards in instances of storm/tree debris</p>

		cleanup as approved by the department. Penalties as established in Section 46:2 will apply if limb piles remain at the curb without payment of fees.
Section 46:33 Pre-collection practices and public nuisance (b) Placement and storage (1) Cart placement	Any residence receiving 3 notices of violations within one calendar year are subject to fines of \$25.00.	Remove: fines of \$25.00 Add: fines as indicated in the City's adopted Schedule of Fees and Charges.
Section 46:33 Pre-collection practices and public nuisance (b) Placement and storage (6) Backyard garbage and recycling service	All recyclables must be placed into tied clear plastic bags before placement into recycling rollout carts.	Replace: All recyclables must be placed loosely into recycling rollout carts.
Section 46:34 Prohibited materials not collected by city and waste handling prohibitions (a) Prohibited materials (9) Yard Waste	Yard waste placed in any kind, plastic bags, nonbiodegradable paper bags or individual bags weighing more than 35 pounds each.	Replace: Yard waste placed in any type or color of plastic bags, nonbiodegradable paper bags or individual bags weighing more than 35 pounds each.
Section 46:37 Collection practices and schedule (d) Commercial cardboard	Commercial cardboard and office paper recycling will be collected weekly.	Remove: Entire statement – program is no longer offered.
Section 46:71 Container requirements and specifications (c) Additional carts (4) Unauthorized multiple carts	The civil penalty for this infraction is \$50.00 per day.	Replace: The civil penalty for this infraction is indicated in the City's adopted Schedule of Fees and Charges.
Section 46:74 Evening and early morning use of refuse collection equipment prohibited (b) Person in violation	Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined \$100.00.	Replace: Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined as allowed in the City's adopted Schedule of Fees and Charges.

<p>Section 46:74 Evening and early morning use of refuse collection equipment prohibited</p> <p>(c) Firm or corporation in violation</p>	<p>Any firm or corporation in violation of this section shall be liable for civil penalties of \$1,000.00 for the first occurrence and \$2,000.00 for any subsequent occurrence. Said penalties shall bear an additional penalty of \$100.00 for each day in excess of 14 calendar days from notice by certified mail or personal service that said penalties remain unpaid.</p>	<p>Replace: Any firm or corporation in violation of this section shall be liable for civil penalties for the first occurrence and subsequent occurrences as allowed in the City's adopted Schedule of Fees and Charges. Said penalties shall bear an additional penalty as allowed in the City's adopted Schedule of Fees and Charges for each day in excess of 14 calendar days from notice by certified mail or personal service that said penalties remain unpaid.</p>
--	--	---

Chapter 46 - SOLID WASTE⁽¹⁾

Footnotes:

--- (1) ---

Cross reference— Buildings and building regulations, ch. 14; environment, ch. 30; throwing rubbish, unhealthy substances and weeds upon street and embankments, § 30-166; utilities, ch. 62.

State Law reference— Authority to operate public enterprises, G.S. 160A-311 et seq.

ARTICLE I. - IN GENERAL

Sec. 46-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Access, indirect means vehicular access, by motor vehicle or commercial vehicle, originating from a public right-of-way to a dwelling unit and shared with another dwelling unit. Indirect access may be considered, but is not limited to, the following; a private street, shared driveway, common parking lot, or other common means of vehicular access.

Access, direct means direct, dedicated motor vehicle access from a public right-of-way to a dwelling unit.

Ashes means refuse resulting from the burning of wood, coal, coke and other combustible material.

Cart, rollout cart or approved rollout cart means a wheeled solid waste, and/or recyclable receptacle compatible with city garbage collection equipment, and approved by the solid waste services department. All city-provided carts remain the property of the City of Concord.

Botanical attraction means an arboretum, botanical garden, garden, and/or horticultural display not greater than three acres in size and open to the general public at no cost, owned by nonprofit organization to which donations are recognized as tax deductible by the Internal Revenue Service.

Bulk container means a metal container of not less than two cubic yards (54 cubic feet) capacity nor larger than eight cubic yards (216 cubic feet) capacity, constructed so as to be watertight but with drain plugs at the lowest point of the container to facilitate the drainage of any liquids that might accumulate in the container or from cleaning the container. Bulk containers shall have doors that open on the top and close automatically during emptying. Bulk containers shall be designed so that they can be emptied mechanically by specially designed trucks. When not in use, side doors shall be closed at all times. These containers may also be referred to as "dumpsters" in this chapter.

Bulky waste means any large household items that cannot be properly enclosed within the city-provided carts. Bulk items include, but are not limited to, all furniture, mattresses, box springs, white goods, stoves, refrigerators, water heaters, gas grills, wheelbarrows, bicycles, lawn equipment, carpet and carpet padding, and all other fixtures and appliances. Excess bags of garbage that would normally be placed into the approved rollout garbage cart are not categorized as bulky waste and will not be collected.

Loose items refer to singular items in a bulky waste pile e.g.: (toys, clothing and miscellaneous items) in good condition should be considered for donation or placed in clear plastic bags or containerized for collection and disposal.

Business means a corporation, industry, company, retail, landlord, and/or other legal entity engaged in business in North Carolina, profit or otherwise.

Chronic violator is a householder who owns or legally occupies a property whereupon, in the previous calendar year, the city issued a notice of violation no less than three times due to violations of any section of this chapter.

Commercial establishment means any multifamily residential, retail, wholesale, institutional, charitable, religious, hotels, governmental or any other nonresidential establishment at which solid waste may be generated.

Commercial waste means any solid waste generated from commercial establishments as defined in this section above.

Construction or demolition debris means solid waste resulting solely from construction, reconstruction, remodeling, repair, or demolition operations to or on a paved walkway, driveway, signs or buildings, or all other related structures and fixtures. Construction or demolition does not include inert debris, land-clearing remains, yard waste or pallets. Construction or demolition debris may be referred to in this chapter as "construction waste" or "demolition waste."

Loose debris: roofing shingles, lumber/materials smaller than 12'x12' inches in diameter; these items shall be boxed or containerized (marked "throw away") for proper collection.

Items larger than the required diameter (12"x12") should be tied and stacked appropriately for collection.

Contamination in rollout carts means placing any prohibited items into any approved rollout carts.

Electronic waste (E-waste) means all computers, laptops, keyboards, mouse, printers, scanners, facsimiles, (Fax Machines), televisions, entertainment devices, mobile telephones, and any other related residential consumer products or accessories. These items are also inclusive of any discarded electronic device which can be reused, refurbished, or recycled, according to G.S. 130A-309.130.

Garbage means all ~~putrescible~~ waste (subject to decay) including animal and vegetable matter, animal carcasses, but excluding sewage and human wastes.

Hazardous waste means a solid waste, or combination of solid wastes, which because of its quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed. As defined in G.S. 130A-290.8(a), (b), hazardous waste includes, but is not limited to, motor oil, gasoline, liquid paint, and aerosol paint cans.

Household trash or *trash* means any waste accumulation of paper, sweepings, dust, rags, discarded toys and small appliances, or other material or similar kinds of other than garbage which are usually attendant to housekeeping. Discarded glass bottles, whether in their original condition or ruptured, shall be properly wrapped or containerized to prevent injury to collection personnel.

Householder means the property owner or tenant having legal possession of a dwelling unit.

Industrial solid waste means anything other than garbage, such as sawdust, shavings, feathers, cartons, boxes, glass, paper, wood, textiles, plastic, chemicals, and any other debris materials from processing plants, factories or manufacturing operations.

Inert debris means solid waste which consists solely of material that is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal, such as soil, rock, concrete, brick, block, gravel, and similar materials.

Land-clearing debris means solid waste, including inert debris, which is generated solely from clearing and grubbing activities on real property.

Littering means the act of causing objects to be strewn or scattered about.

Litter means any object, such as solid waste materials, industrial, household trash, business trash, building materials, scrap materials and hazardous waste that is strewn or scattered about. Litter includes materials from the collection truck hopper that fall to the ground as the rollout carts are emptied. Litter that results from the householder's failure to secure household garbage and refuse in tied plastic bags within the approved rollout cart is the responsibility of the householder.

Medical waste means any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste identified or listed pursuant to this article, radioactive waste, household waste as defined in 40 Code of Federal Regulations § 261.4(b)(1) in effect on 1 July 1989, or those substances excluded from the definition of "solid waste" in this section. Medical waste shall have the same definition as G.S. 130A-290.17(a).

Multifamily residence means any apartment or group of apartments, townhomes, or condominiums, having seven dwelling units or more. Developments including duplexes and/or other multiple dwelling units that take indirect access from a public right-of-way and collectively exceed seven dwelling units total are classified as a commercial multifamily development for waste disposal purposes regardless of the number of parcels occupied, the configuration of property or zoning lines, or the number of owners.

Radioactive waste means any waste that emits ionizing radiation.

Recyclable material means those materials which are capable of being recycled and accepted at the Materials Recovery Facility (MRF) which would otherwise be processed or disposed of as solid waste. Recyclable materials include, but are not limited to, newspaper and accompanying inserts, magazines, chipboard, corrugated cardboard, mixed and office paper (excluding sanitary products), telephone books, most plastic bottles and containers, steel cans, aluminum cans, glass containers, and any other materials the city determines to be recyclable.

Refuse means all disposable solid waste materials. This also includes non-accepted recyclable and non-recyclable materials.

Roll-on/roll-off containers means a metal container of more than eight cubic yards (216 cubic feet) capacity, constructed so as to be watertight but with drain plugs at the lowest point of the container to facilitate the drainage of any liquids that might accumulate in the container or from cleaning the container. Such containers may have lids or doors.

Single-family residences mean any detached dwellings designed, permitted and built as a single-family dwelling unit, mobile home, or duplex, triplex, or quadraplex, apartment or group of apartments, or townhomes having less than seven dwelling units, or any number of condominiums. This definition is for solid waste purposes.

Solid waste means all discarded materials including, but not limited to, garbage, household trash, yard trash, building material, ashes, industrial waste, refuse, bulky waste, dead animals, medical waste, etc., from dwelling units. No liquids shall be considered as solid waste.

Television means any electronic device capable of receiving and displaying a digital image on a viewable screen of nine inches or larger whose display is based on cathode ray tube (CRT), plasma, liquid crystal (LCD), digital light processing (DLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXR), light emitting diode (LED), or any similar technology marketed and intended for use by consumers, including internet-ready TVs.

Waste tires means any worn out or discarded vehicle tires, as once operated on an automobile, truck, passenger van, motorcycle, golf cart or all-terrain vehicle. Tires as previously used on commercial vehicles, race cars, construction equipment, or tractors are excluded from this definition.

White goods mean all discarded refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic large appliances. Commercial large appliances are not included in this definition.

Wooden pallet means a wooden object consisting of a flat or horizontal deck or platform supported by structural components that is used as a base for assembling, stacking, handling, and transporting goods.

Yard waste means grass, weeds, leaves, tree trimmings, plants, shrubbery pruning and other similar vegetative materials that are generated in the maintenance of yards and gardens.

(Code 1987, § 10-1; Ord. No. 00-97, 12-14-2000; Ord. No. 05-64, § 2, 7-14-2005; Ord. No. 07-25, § 1, 4-12-2007; Ord. No. 11-20, § 1, 3-10-2011; Ord. No. 13-42, § 1, 6-13-2013)

Cross reference— Definitions generally, § 1-2.

Sec. 46-2. - Compliance, enforcement, removal costs, and civil penalties.

(a) *Notice; failure to comply; removal; cost.*

- (1) Failing to comply with any and/or all conditions or prohibitions found in this chapter are hereby found, deemed, and declared to constitute a detriment, danger and hazard to the health, safety, morals, and general welfare of the inhabitants of the city and are found, deemed and declared to be public nuisances wherever the same may exist and the creation, maintenance, or failure to abate any nuisances is hereby declared unlawful.
- (2) If the authorized enforcement officer or designee shall have probable cause to expect a violation of any section or subsection of this chapter, they shall have the right to enter any premises, not including dwelling units, within the city's jurisdiction at any reasonable time in order to determine if any premises or real property is in violation of this chapter.
- (3) If any person violates the provisions of this chapter, written notice shall be provided by posting such notice in such a place and manner as to be observed by the owner or householder, personal delivery or by simultaneous mailing, both by first class mail and by registered mail, return receipt requested, to the property owner(s) (and householder(s) if not the same person as the owner) that within 48 hours from the receipt of such notice, all violations must be removed from such premises. If the name and mailing address of the registered owner or householder entitled to the possession of such premises cannot be ascertained in the exercise of reasonable diligence, the enforcement officer shall retain written record to show such diligence.
- (4) Penalties.
 - a. Violations of this chapter, except for violations of 46-33(b)(1), are subject to penalties as indicated in the City's adopted Schedule of Fees and Charges if such violation is not corrected within 48 hours after receiving notification from the solid waste services department.
 - b. The first violation of section 46-33(b)(1) shall result in a warning notice issued to the property owner or householder. Each subsequent violation of this section within a period of 12 months measured from the date of the first warning notice shall be subject to a civil penalty as set forth in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget.
 - c. An additional delinquency charge as set from time to time in the annual adopted budget ordinance and on file in the city clerk's office for nonpayment shall be paid if such penalty is not paid within 30 days of its issuance.
- (5) If any owner or occupant fails to comply with the notice, the authorized enforcement officer shall proceed to have the offensive matter removed or the violation otherwise corrected, and such owner or occupant shall be responsible to the city for the cost of removal, as specified in G.S. 160A-193 and as specified in the then-current fees, rates and charges schedule adopted as part of the City of Concord annual operating budget. Such cost of removal shall constitute a lien upon such premises and shall be collected in the same manner as taxes upon real estate.
- (6) The city may sue in a court of competent jurisdiction to recover all such expenses including, but not limited to, penalties, delinquency charges, administrative costs, attorney's fees and all actual costs related to such enforcement. The city may, separately or in conjunction with any such lawsuit, file a lien in the public records for all such expenses and the lien shall bear interest from the date of filing.

- (b) *Appeal procedure.*
- (1) Appeal of a code enforcement officer's decision shall be made in writing by the property owner or householder to the police chief's or his/her designee within three days of the date of the notice sent or posted by the city. The police chief or his/her designee shall review the matter and issue a written decision within three days of the date of receipt of the written request for appeal or following the hearing.
 - (2) Appeals of the police chief's or his/her designee decision shall be to the city manager or his/her designee in writing by the property owner or the householder within three days of the date of mailing the decision of the director to the appellant. The city manager or his/her designee shall review the matter and issue a written decision within seven days of the date of receipt of the written request for appeal or following the hearing.
 - (3) If the party requesting the appeal of the code enforcement decision or the police chief's or his/her designee decision requests a hearing, the hearing shall be scheduled within three days upon receipt of the written request if before the solid waste service director, or within 30 days if before the city manager or his/her designee. All written requests for appeal shall state the reasons for the appeal.
- (c) *Emergency removal.* If the city manager or his/her designee, determines that the violation is a danger to the health, safety or welfare of the public and is unable to provide personal service after at least two attempts to do so, 48 hours after either:
- (1) Mailing of notice described in subsection (b)(2) about by certified mail, or
 - (2) Posting notice on the building or structure in a conspicuous manner, after which time the city may proceed to remove the offensive material at its expense.
- (d) *Annual notice to chronic violator.* If in the previous calendar year, the city issued a notice of violation no less than three times due to violations of any section or subsection of this chapter, upon a single violation of this chapter in the following calendar year, an authorized enforcement officer may notify a property owner that the city may, without further notice (in the calendar year in which the notice is given), take action to remedy the violation. The expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The annual notice shall be served by registered or certified mail and regular mail simultaneously. If the owner of the property refuses to accept notice of the violation(s) or if the name or whereabouts of the owner of the property cannot be discovered through the exercise of due diligence, then the notice shall be posted on the property in question and published one time in a newspaper of general distribution in the city.

(Ord. No. 11-20, § 1, 3-10-2011; Ord. No. 13-42, § 2, 6-13-2013; Ord. No. 15-52, § 1, 6-11-2015)

Secs. 46-3—46-30. - Reserved.

ARTICLE II. - ADVANCED PREPARATION, COLLECTION, DISPOSAL AND CONTAINERS²

Footnotes:

--- (2) ---

Editor's note— Section 2 of Ord. No. 11-20, adopted March 10, 2011, amended the title of Art. II, Collection and Disposal, to read as herein set out; section 3 repealed Art. III, Containers; and section 4 amended and restated §§ 46-71—46-74, adding them to Art. II.

Sec. 46-31. - Compliance in newly annexed areas.

Persons in newly annexed areas shall comply with the provisions of this chapter immediately upon the effective date of the annexation ordinance.

(Code 1987, § 10-31; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007)

Sec. 46-32. - Services provided by city.

The city shall provide the following services only to single-family residences unless otherwise provided in this chapter.

- (a) *Single-family residential solid waste.* The collection of solid waste, including garbage, trash and household waste, from the carts provided by the city. Residential trash includes general household waste, approved recycling materials, bulky waste and yard waste, securely bound or placed in carts and both placed at the edge of the street or sidewalk.
- (b) *Residential recyclables.* The collection of approved recyclable materials prepared in accordance with city standards before placement into the carts.
- (c) *Bulky waste collection.* Bulky waste items are large items that do not fit into the carts. Excess bags of garbage that would normally be placed into the approved rollout garbage carts are not categorized as bulky waste and will not be collected. For limitations on bulky waste collection see subsection 46-33(a)(6) and following below.
- (d) *Dead animals.* Animals weighing less than 100 pounds will be removed by the city upon request. Such animals must be in a bag and placed by the street for pickup. Animals weighing 100 pounds or more shall be required to be removed and disposed of by their owners.
- (e) *Loose-leaf collection.* Leaf pick-up machines will begin operation in the fall of the year on a neighborhood collection schedule to be published annually. Any leaves to be picked up after the end of loose-leaf season shall be placed in paper biodegradable bags or some type of reusable owner-provided container to be picked up by the solid waste services department. See subsection 46-33(a)(16) for limitations on personal containers.
- (f) *Multifamily residential, business, commercial and industrial.*
 - (1) Business, commercial and industrial (but not multifamily residential) collection shall include the collection of corrugated cardboard recycling and office paper recycling from cardboard-only carts provided by the city, to be placed at accessible locations.
 - (2) Rollout cart collection of garbage, all solid waste disposable materials (including recyclable and non-recyclable materials), and recycling in a fee-based program provided to multifamily residences and small businesses located where bulk waste containers are not available or physically cannot be serviced, and/or where the waste generated is too small to support a commercial dumpster

Bulky and yard waste services, with the exception of loose-leaf collection services, are not provided for businesses. Businesses within residential neighborhoods will receive all other city services related to solid waste collection..

The number of recycling carts shall be limited to a number determined by the solid waste services director or his/her designee adequate to serve the business but shall not exceed a maximum number equal to the number of garbage carts under subscription. Recycling shall remain available as long as the business continues to participate in the city rollout business program under this subsection.
 - (3) Loose-leaf collection will be provided to multifamily residences, businesses, commercial, and industrial properties located within residential neighborhoods.

- (4) No other garbage or yard waste collection services are provided to multifamily and nonresidential properties, except as provided in this subsection (f).
- (g) *Construction or demolition debris.* Collection of residential construction debris resulting only from small householder repairs or small renovation projects, and shall include items described in section 46-1, but shall not include materials containing asbestos or from large remodeling or renovation projects or items prohibited in section 46-34. The quantity of construction debris shall be limited to a maximum of four cubic yards (108 cubic feet).
All materials smaller than 12"x12" shall be containerized. Containerized material should not weigh more than 35 lbs.
- (h) *Botanical attraction's yard waste and waste vegetation.* The city will collect and dispose of yard waste and/or waste vegetation produced by botanical attractions. Placement and storage of these materials must comply with standards established by the city.

(Code 1987, § 10-32; Ord. No. 00-97, 12-14-2000; Ord. No. 05-64, § 1, 7-14-2005; Ord. No. 06-41, § 1, 5-11-2006; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 09-89, § 1, 9-10-2009; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 3, 6-13-2013)

Sec. 46-33. – Pre-collection practices and public nuisance.

- (a) *Pre-collection practices.* The following practices must be performed by the property owner or resident, if other than the owner, prior to collection by the city or its designee:
 - (1) *Garbage and trash.* All garbage shall be drained of all liquid and enclosed in securely tied plastic bags prior to being placed in carts. The maximum weight of the full cart, including the weight of the cart, is 220 pounds.
 - (2) *Spilled materials.* All materials shall be secured by tying in bags.
 - (3) *Hazardous items.* All hazardous items and all waste material that could potentially cut pedestrians, citizens, or collection personnel during collection, or of any injurious nature such as broken glass, mirrors, and sharp pieces of metal, shall be securely wrapped to prevent injury to collection personnel. Placing these items in paper or plastic bags shall not be considered adequate protection.
 - (4) *Hypodermic instruments.* It shall be unlawful for any person to dispose of or discard any hypodermic syringe, hypodermic needle or any instrument or items for making hypodermic injections before first breaking, disassembling, destroying or otherwise rendering such items inoperable and incapable of reuse and safeguarding the disposal thereof by placing such device in either a milk jug, coffee can with a lid or such similar containers so as to avoid the possibility of causing injury to the collection personnel.
 - (5) *Contamination in rollout carts.* It shall be unlawful to place any prohibited items into the approved garbage or recycling rollout carts.
 - (6) *Bulky items.* Household furniture, mattresses, vacuum cleaners, white goods, scrap metal, electronic waste and other bulky items shall be placed at curbside for collection.
 - a. A combined volume of bulky waste and construction or demolition debris, not to exceed a four cubic yards (108 cubic feet) may be placed curbside for collection without cost. Placing a volume of more than four cubic yards (108 cubic feet) or greater of bulky waste and/or construction and demolition at the curb for collection is prohibited and will be subject to disposal fees.
 - b. Bulky waste volumes exceeding four cubic yards (108 cubic feet) must be disposed in a roll-off container with a minimum capacity of 15 cubic yards (405 cubic feet) and rented at the householder's expense.

- (7) *Carpet and padding.* The city will collect carpet and padding installed and removed by the homeowner two times per calendar year from single family residential properties. Carpet and padding must be rolled and tied into rolls six feet or less in length. Each roll shall weigh no more than 65 pounds. The City will not collect carpet and padding resulting from work performed by anyone other than the homeowner. The city will remove carpet and padding installed and removed by others for a fee published in the fees, rates and charges schedule adopted annually by city council when they adopt the annual city budget.
- (8) *Recyclables.* All recyclables shall be drained of all liquids and rinsed to remove food residuals before being placed into the approved rollout cart. All recyclables shall be placed into the cart; sorting or separation not required. Recyclable items should not be bagged (including backyard collection services). All cardboard should be cut or folded to fit in the recycle cart for collection.
 - a. Residents receiving backyard collection service shall place their recyclables loosely into the approved rollout cart.
 - b. Contamination of recyclables by placing garbage, trash, or materials not approved for recycling into the recycling cart is prohibited and will not be collected. Contamination of the recycling cart shall be subject to code enforcement action and possible removal of the recycling cart.
- (9) *Scrap tires.* The city will collect scrap tires two times per calendar year from single family residential properties. A maximum of eight motor vehicle tires with rims removed will be picked up curbside at each collection. The city will collect additional tires for a fee published in fees, rates and charges schedule adopted annually by city council when they adopt the annual city budget.
- (10) *Scrap metal.* Larger metal items such as bicycles, lawn and garden equipment powered by internal combustion engines, (with oil and gasoline removed), swing sets and similar items disassembled, grills (with propane tanks removed), and similar items will be collected curbside.
- (11) *Dismantling of large, heavy items.* Individual items or components such as swing sets, pool tables, basketball goals, etc. that are too heavy or bulky to be lifted and carried by two people shall be dismantled by householder before placed curbside for collection. Individual items shall not weigh more than 65 pounds. Exceptions to this requirement shall include those items equipped with wheels, such as lawn mowers, garden equipment, refrigerators, etc.
- (12) *Removing concrete anchors or encasements.* Items encased totally or partially in concrete will not be collected by the city. Customer is required to remove any concrete present on items such as posts, fencing, or playground equipment prior to placement curbside for collection.
- (13) *Electronic waste.* Computers, televisions, stereos, video game systems, and other consumer products with circuit boards will be collected curbside and recycled.
- (14) *Construction and demolition debris.* The quantity of construction debris placed at the curb for collection shall not exceed four cubic yards (108 cubic feet). Such waste shall be placed at the edge of the street or sidewalk, but shall not be placed on or obstruct the street or sidewalk.
 - a. Nails shall be removed or bent flush with surface of wood to protect collectors and pedestrians from injury. Loose material such as drywall, insulation, etc., (any material smaller than 12x12) shall be placed in disposable containers or in open cardboard boxes. In all cases materials shall be secured to prevent windblown scattering of litter. Individual boxes and disposable containers shall not weigh more than 35 pounds or what one person can lift and carry.
 - b. A combined volume of bulky waste and construction or demolition debris shall not exceed a maximum of four cubic yards (108 cubic feet), and may be placed curbside for collection without cost. A volume placed at the curb exceeding the established limits is prohibited and could be subject to disposal fees.
 - c. Construction debris greater than four cubic yards (108 cubic feet) in volume must be placed in a roll-off container for disposal. See section 46-35 for procedure to obtain roll-off containers at reduced prices through the city.

- (15) *Yard waste—Grass, trimmings, and leaves.* Grass, trimmings less than 12 inches in length, and leaves shall be placed in untied paper biodegradable bags weighing no more than 35 pounds each or what one person can lift and carry with one hand without dragging. Bagged materials are collected weekly on the scheduled waste collection day. Unbagged loose leaves are collected according to the published loose-leaf collection schedule.
- (16) *Yard waste—Use of personal containers.* Grass, trimmings and leaves may also be placed in personal containers with handles and not to exceed 44 gallons in capacity or weigh more than 35 pounds each or what one person can lift and carry with one hand without dragging. Personal containers must be clearly labeled "yard waste only." Personal containers are placed curbside at the customer's risk, and the city is not responsible for damage or theft.
- (17) *Yard waste—Limbs.* Limbs must be less than 12 inches in diameter, cut to a length of six feet or less, and stacked neatly at the curb so as not to obstruct the sidewalk or the roadway nor create an unsafe condition to the traveling public. Limb piles in excess of 6 cubic yards in volume will be collected for a fee as indicated in the City's adopted Schedule of Fees and Charges. Assessment/collection of user fees may be suspended for limb piles in excess of 6 cubic yards in instances of storm/tree debris cleanup as approved by the department. Penalties as established in Section 46:2 will apply if limb piles remain at the curb without payment of fees.

It is unnecessary to bag any limbs greater than one-inch diameter and greater than 12 inches length. These limbs should be stacked at curb with other limbs for collection.

- (b) *Placement and storage.* Storage and curbside placement of all waste materials must comply with the following standards:
 - (1) Approved rollout carts shall be placed as near the edge of the street as practical for the scheduled day of collection. Carts shall be at the curb by 6:00 a.m. on collection day, and shall not be curbside before 5:00 p.m. of the evening prior to collection day and shall be removed no later than 9:00 p.m. the evening of collection day. Solid door hanger violation notices will be issued for such violations. Any residence receiving 3 notices of violations within one calendar year are subject to fines as indicated in the City's adopted Schedule of Fees and Charges.
 - (2) Bulky waste shall not be placed curbside before 5:00 p.m. of the evening prior to collection day or after 6:00 a.m. on collection day.
 - (3) Approved rollout carts shall be positioned with the wheels facing toward the residence (or principal building) and spaced a minimum of two feet from other carts, mailboxes, telephone poles, fire hydrants, parked automobiles, or any other physical barrier that may interfere with the automated collection of the carts.
 - (4) Household garbage, trash and recyclables not properly placed in the cart are prohibited and will not be collected.
 - (5) Carts, bulky waste, and yard waste shall not be placed on sidewalks, streets or alleys in such a manner as to obstruct the free flow of pedestrian or vehicular traffic and shall not be placed in front of neighboring property.
 - (6) Backyard garbage and recycling service to elderly, disabled, or handicapped persons will be provided when there is no one in residence in the household physically capable of transporting the approved rollout cart curbside. A statement signed by a physician currently treating the householder may be required to substantiate the existence of disability. A special inconspicuous identifying marker will be placed in the yard of residents requiring such service. All garbage and trash must be placed into tied plastic bags before placement into approved rollout cart. All recyclables must be placed loosely into recycling rollout carts.

(Code 1987, § 10-33; Ord. No. 00-97, 12-14-2000; Ord. No. 06-41, § 2, 5-11-2006; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 4, 6-13-2013)

Sec. 46-34. - Prohibited materials not collected by city and waste handling prohibitions.

- (a) *[Prohibited materials.]* The following materials are prohibited from placement in carts or curbside for collection:
- (1) Items placed outside of approved rollout carts or in personal containers, except as provided above.
 - (2) Liquid waste.
 - (3) Hazardous waste or hazardous materials. Examples of hazardous materials includes, but is not limited to, oil-based paints, solvents, pesticides, drain cleaner, used cooking oil, used motor oil, antifreeze, gasoline, kerosene or any flammable or explosive material.
 - (4) Radioactive waste.
 - (5) Lot-clearing debris or anything from vacant lots except for up to two cubic yards (54 cubic feet) of yard waste from vacant lots located in neighborhoods where at least 51 percent of the platted lots in a neighborhood or subdivision are developed in single-family uses. Yard waste preparation and placement for pick-up must be consistent with standards established by the city.
 - (6) Inert debris, tree trunks, tree stumps, tree limbs of more than six feet in length or greater than 12 inches in diameter, or other heavy objects.
 - (7) Construction debris containing asbestos.
 - (8) Construction debris exceeding four cubic yards (108 cubic feet), lot clearings or tree trimmings from houses or other structures under construction, recently completed, or recently demolished.
 - (9) Yard waste placed in any type or color of plastic bags, nonbiodegradable paper bags or individual bags weighing more than 35 pounds each. (see also subsection (b)).
 - (10) Oxygen tanks and other medical equipment; propane tanks; all oil tanks used for household purposes; parts of campers, boats, camper shells, trailers; automotive parts, including, but not limited to, motors, transmissions, doors, fenders, car seats or batteries from a residentially used premise, etc. shall not be collected by the city forces.
 - (11) Business, commercial and industrial solid waste except: (i) corrugated cardboard and office paper recycling, or office waste and recycling using city-provided fee-based rollout cart services; and (ii) multifamily, business, commercial or industrial solid waste approved as provided in section 46-32(f). All other collection of commercial waste shall be arranged for and paid for by commercial waste generators.
 - (12) Scrap tires placed curbside more than two times per calendar year, more than eight motor vehicle tires with rims removed placed curbside at any time, or any number of tires placed curbside without rims removed shall not be collected by the city.
 - (13) Carpet and padding placed curbside more than two times per calendar year, any carpet or padding not rolled and tied less than six feet in length or weighing more than 65 pounds, or any quantity resulting from work performed any anyone other than the homeowner or householder,
 - (14) Banned landfill items. The following items are prohibited from disposal in the state landfills by state or federal law and accordingly prohibited from approved waste containers or pick-up: oyster shells; used motor oil; lead-acid batteries; aluminum cans; whole waste tires; ABC beverage containers; yard trash; antifreeze; appliances; fluorescent light tubes and compact fluorescent light bulbs and smoke detectors. Effective October 1, 2009, used oil filters, recyclable plastic bottles (excluding motor oil bottles), and wooden pallets shall be prohibited. Effective July 1, 2011, televisions and computer equipment shall be prohibited. Any items prohibited from landfills by the state in the future shall also be prohibited from collection as household waste.
- (b) *Yard waste generated by other than property owner or householder.* When a commercial tree service, arborist, or forester trims trees, tree limbs, or shrubs, it is the commercial operator's responsibility to dispose of trees, tree limbs and trimmings they generate. The city will collect these tree trimmings at the charge in effect at the time of collection.

- (c) *All waste material shall remain at the property of origin to await collection.* It shall be illegal for any person to remove any waste material, including solid waste and yard waste from the property where it originated to another property and place it at curbside to await collection.
- (d) *Transporting waste into the city is prohibited.* It shall be illegal for any person to bring solid waste into the city for the city's solid waste personnel and trucks to collect.

(Code 1987, § 10-34; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 5, 6-13-2013)

Sec. 46-35. - Special conditions; charges and requests.

- (a) *Availability for special collections.* If sufficient manpower and equipment are available, city personnel are authorized to make such special collections provided the person making the request agrees to pay for the labor and equipment used at the rate specified by the city. Off-street collections are also available under the conditions of this section. All such requests for special collections shall be made to the office of the solid waste services director.
- (b) The city does not provide commercial services such as roll-off or garbage dumpsters. The city does offer 8 cubic yard dumpsters for recycle at commercial businesses.
- (c)

(Code 1987, § 10-35; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 6, 6-13-2013)

Sec. 46-36. - Access to carts.

Pedestrian routes for collectors to access private property in order to provide backyard collection to persons who qualify to receive backyard service of residential solid waste and recycling collection shall be improved and maintained to standards prescribed by the solid waste services director for the safety of solid waste collectors and shall have at all points at least six feet of vertical clearance and four feet of horizontal clearance. Access routes shall not be obstructed by gates, steps, bicycles or motor vehicles, and service will not be provided when animals interfere with collectors.

(Code 1987, § 10-36; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 09-89, § 1, 9-10-2009; Ord. No. 11-20, § 2, 3-10-2011)

Sec. 46-37. - Collection practices and schedule.

- (a) All solid waste and recyclables must be placed in approved garbage and recycle carts. Placement of solid waste or recyclables at the curb in personal containers, in bags or loose outside of carts is prohibited. Personal containers of garbage and recycling, (yard waste excluded), are not acceptable and will not be collected. Additional approved carts are available from the city for a monthly fee established by the city council in the adopted fees, rates, and charges schedule.
- (b) Residential solid waste (garbage) and yard waste will be collected once weekly. Residential recyclables and bulky waste will be collected once every other week.
- (c) Nonresidential establishments receiving city-provided fee-based cart service will receive residential garbage and recycling services but are not eligible for bulky collection or yard waste collection services.
- (e) The exact schedule of collection for each area of the city and for each type of collection is maintained in the office of the director of solid waste services.

- (f) Spillage from approved roll-out carts, not caused by collection crews shall be cleaned up immediately after such spillage or overflow by the householder. In the absence of the householder, such spillage shall be cleaned up at the discretion of Director of solid waste. Operators will report the address to the solid waste service director and city code enforcement personnel for investigation. Spilled solid waste materials caused by city collection crews shall be cleaned up immediately by the city's crew or its contractor.

(Code 1987, § 10-37; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011)

Secs. 46-38—46-70. - Reserved.

Sec. 46-71. - Container requirements and specifications.

- (a) All garbage and recycling shall be collected and shall be placed in carts or waste containers as required by this article, and it shall be unlawful for any person to permit garbage or refuse to accumulate or remain on any premises longer than is reasonably necessary to remove and deposit it in approved carts or containers as required in this article. It shall also be unlawful for any person to throw, place or deposit any garbage or refuse of any kind on any public or private property.
- (b) Each single-family and approved multi-family residential unit shall be provided approved rollout garbage carts by the city. Approved rollout carts are the property of the City of Concord and are provided and assigned to householders for their health, safety, convenience and general welfare. Carts that are damaged, destroyed or stolen, abused, neglected, or improperly misused by the householders shall be replaced by the city at the expense of the householder.

Carts which are damaged in the course of normal and reasonable usage by the householder shall be repaired or replaced by the city at no charge. The householder shall notify the solid waste services department if a cart is missing or damaged. The solid waste services department will dispatch a representative to confer with the householder, ascertain the facts and circumstances of the loss or damage, and determine responsibility. The carts shall not be damaged, destroyed, defaced or removed from the assigned premises.

Markings and identification devices on the carts, except as placed or specifically permitted by the city, are expressly prohibited and shall be regarded as damage to the carts. Business enterprises approved for fee-based rollout cart service shall be subject to the same requirements as residential customers.

- (c) Residents may request up to two additional carts if one cart is not sufficient to hold the accumulated garbage/trash between collections on a regular basis. These additional carts will be provided for the monthly fee as established by city council in the annual budget ordinance.
 - (1) Residents requesting multiple carts must sign an agreement allowing the city to add the cart fee(s) to their utility bill and also agree to participate in the curbside recycling program. All carts must be placed at the curb for collection. The fee will apply even if all the carts are not placed at the curb for collection. Any resident with multiple carts who fails to recycle, will be notified in writing about the importance of recycling and shall have their additional carts removed if they do not recycle.
 - (2) Residents utilizing multiple approved rollout carts will not be eligible for backyard garbage service.
 - (3) Residents utilizing multiple carts who are not paying for this service shall have their extra carts removed immediately.
 - (4) Anyone in possession of unauthorized multiple carts that are not accessible for retrieval, shall be notified in writing that they are in violation of the City Code of Ordinances. A deadline shall be set to surrender the cart(s). After that date, the cart fee will be added to their utility bill and remain in effect for each month hereafter until the cart(s) are surrendered to city personnel. The civil penalty for this infraction is indicated in the City's adopted Schedule of Fees and Charges.

- (5) All cart provisions contained in this article will apply.
- (d) With the exception of where paid cart service is approved by the city, the householders of multifamily or single-family attached residences, shall arrange, at their expense for service utilizing garbage containers meeting the standards in section 46-1 according to the following size requirements:
 - (1) Minimum four-cubic-yard (108 cubic feet) container where the complex contains seven to 12 living units;
 - (2) Minimum six-cubic-yard (162 cubic feet) container where the complex contains 13 to 18 living units;
 - (3) Minimum eight-cubic-yard (216 cubic feet) container where the complex contains 19 to 24 living units;
 - (4) When the units exceed 24, additional bulk containers shall be installed and maintained in the same ratio as set forth in subsections (1), (2) and (3) of this subsection (d).
- (e) Except where paid rollout cart service is approved by the director of solid waste services, the property owners of all buildings or premises engaged in multifamily residential, or nonprofit, commercial, business and industrial activities shall arrange at their expense for service utilizing garbage containers for their respective places of business which meet the standards as stated in the definition of bulk containers in section 46-1.

(Code 1987, § 10-56; Ord. No. 00-97, 12-14-2000; Ord. No. 06-41, § 3, 5-11-2006; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011; Ord. No. 13-42, § 7, 6-13-2013)

Sec. 46-72. - Interference with containers.

It shall be unlawful for any person other than the owner to damage, displace or to otherwise interfere with carts or their contents except upon permission or at the request of the city.

(Code 1987, § 10-57; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011)

Sec. 46-73. - Maintenance of public areas.

- (a) Every occupant of any commercial establishment or premises which maintains any paved or unpaved areas for the use of the public, either for parking or as access areas and incident to the carrying on of the principal business of any such commercial establishment or premises and which parking or access areas abut or lie within ten feet of any public street or other public way, shall keep and maintain such areas clean and free from garbage, solid waste or other materials liable to be blown, deposited or cast upon such street or other public way.
- (b) Suitable receptacles shall be provided in all parking or access areas pursuant to this section. Such receptacles shall be plainly marked and shall be constructed to prevent scattering of any garbage, solid waste or other materials deposited in them.

(Code 1987, § 10-58; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011)

Sec. 46-74. - Evening and early morning use of refuse collection equipment prohibited.

- (a) It shall be unlawful for any person, firm, or corporation to cause a disturbance to any other person by operating any equipment for the emptying of dumpsters or collection of commercial refuse between

the hours of 10:00 p.m. and 6:00 a.m. within the city limits, except in emergencies with the approval of the city manager or his designee.

- (b) Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined as allowed in the City's adopted Schedule of Fees and Charges.
- (c) Any firm or corporation in violation of this section shall be liable for civil penalties for the first occurrence any subsequent occurrences as allowed in the City's adopted Schedule of User Fees and Charges. Said penalties shall bear an additional penalty as allowed in the City's adopted Schedule of User Fees and Charges for each day in excess of 14 calendar days from notice by certified mail or personal service that said penalties remain unpaid.

(Ord. No. 01-51, §§ 1—3, 10-11-2001; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011)

EXHIBIT F - GMP Worksheet		Monday, July 22, 2024		
City of Concord Service Facility				
GMP				
		Subcontractor	Subcontractor Direct Costs	MWBE / HUB
01-001	Final Cleaning	Pro Klean	\$21,850	\$21,850.00 1st Tier
01-002	Survey	Edifice	\$25,000	
31-001	Sitework	Ike's Construction	\$3,197,000	\$90,000.00 2nd Tier
32-001	Fencing	Miami Nation Fence	\$332,940	\$38,000.00 2nd Tier
32-002	Landscape and Irrigation	Union Grove	\$125,000	\$22,000.00 2nd Tier
32-003	Concrete Paving	Kent Companies	\$995,254	
03-001	Concrete	Kent Companies	\$984,363	\$90,300 2nd Tier
04-001	Masonry	Seagraves Masonry	\$352,187	\$17,600 2nd Tier
05-001	Steel	Steel Specialties	\$1,893,260	
06-001	Millwork	Ike's Construction	\$92,847	\$20,200 2nd Tier
07-001	Roofing	Allcon of Greenville	\$775,425	\$7,303 2nd Tier
07-002	Waterproofing and Sealants	Strickland Waterproofing	\$67,000	
07-003	Insulated Metal Panels	Eastern Cladding Services	\$461,870	\$461,870 1st Tier
07-004	Metal Composite Panels	Eastern Cladding Services	\$53,980	\$53,980 1st Tier
07-005	Applied Fire Protection	Century	\$8,951	\$895 2nd Tier
08-001	Doors and Hardware	HKS	\$155,061	
08-002	Glass	MSJ	\$231,049	
08-003	Special Doors	Miner	\$188,206	
09-001	Framing and Drywall	Precision Walls	\$404,139	
09-002	Acoustical	NC Interiors	\$30,300	\$30,300 1st Tier
09-003	Hard Tile	Flooring Solutions	\$18,501	
09-004	Flooring	Bonitz	\$58,900	
09-005	Paint	A&K Painting	\$224,300	\$22,000 2nd Tier
10-001	Specialties	RC Specialties	\$63,334	\$6,739 2nd Tier
10-002	Signage	Duncan Parnell	\$109,033	
11-001	Vehicle Fuel Station	JF Acquisition LLC	\$968,200	
11-002	Vehicle Maintenance Equipment	Universal Distribution LLC	\$1,268,796	
11-003	Fluid Distribution	Taylor Pump & Lift	\$400,921	
12-001	Window Treatments	The Original Blindman	\$1,995	\$1,995 1st Tier
21-001	Fire Suppression	Central Carolina Sprinkler	\$160,000	
22-001	Plumbing	P.C. Jackson Plumbing	\$867,480	\$26,028 1st Tier
23-001	HVAC	Mechanical Contractors LLC	\$847,590	\$38,400 2nd Tier
26-001	Electrical	Howard Brothers	\$2,331,500	\$2,331,500 1st Tier
	Alternate #1 Vehicle Wash Bay		\$383,044	
	Alternate #3 Storm Pond Rejuvenation - Allowance		\$43,000	
	Alternate #4 Repair Existing Sanitary Sewer		\$28,000	
	Alternate #5 Demolition of Existing Fuel Station		\$74,500	
	Owner Preferred Alternate #2 - Reliable Controls		\$54,510	
	Site Allowances		\$153,000	
	Paint Wash Bay Ceiling		\$8,910	
	Maintenance Bay Slab Finish Allowance		\$160,000	
	Subtotal		\$18,621,196	\$3,280,960 14.29%
	Edifice General Conditions		\$1,553,222	
	Owner Contingency - 6%		\$1,210,465	
	Construction Contingency - 3%		\$605,233	
	Permitting - Allowance		\$15,481	
	Planning Fee Allowance		\$22,684	
	Impact & Tap Fee Allowance		\$97,775	
	Information Technology - 0.25%		\$57,389	
	General Liability Insurance - 0.90%		\$206,601	
	Builder's Risk Insurance - 0.35%		\$80,345	
	Subcontractor Default Insurance - SDI - 1.25%		\$232,765	
	Pollution Insurance - 0.05%		\$11,478	
	P&P Bond - 1%		\$241,035	
	Cost of Work		\$22,955,668	
	CM Fee - 5%		\$1,147,783	
	TOTAL CONSTRUCTION GMP		\$24,103,451	

KANNAPOLIS TO CONCORD SYSTEM EXPANSION PROJECT



PROJECT DESCRIPTION

As a result of increasing demand for natural gas in the area, Dominion Energy will expand its system by installing a natural gas pipeline from Enochville to Concord beginning in the summer of 2024. Once in-service, the pipeline will provide the additional natural gas supply and system flexibility needed to deliver safe and reliable service to homes and businesses as this area continues to grow. To minimize impacts to the community and environment, the pipeline will be built along predominantly existing rights-of-way.

FAQS

Q: Will work impact traffic?

A: As construction will occur mainly on road shoulders, there will be some traffic disruptions on several sections along the route. Traffic control specialists and devices will be present to help motorists travel safely in the areas impacted.

Q: What are the environmental impacts?

A: Dominion Energy is committed to being a good steward of the environment and following all permit specifications. Building the pipeline along existing rights-of-way helps reduce environmental impacts.

Q: Will natural gas be available after the completion of the project?

A: Those interested in natural gas service for their home or business can contact Jeff Sellers at 704-574-3120.

PROPOSED PROJECT TIMELINE

2022-2023: Final design and permitting

2024: Rowan County phase of construction

2024-2025: Cabarrus County phase of construction

2025: In-service, clean-up and restoration



Safety

Monitored 24 hours a day, 7 days a week, using sophisticated computer and telecommunications equipment at Dominion Energy's gas control centers.



Reliability

Natural gas reliability during the coldest days.



Economic Benefits

Supports residential, commercial and industrial growth.

LEARN MORE

WEBSITE: [DominionEnergy.com/GasProjects](https://www.dominionenergy.com/GasProjects) and select "Kannapolis to Concord System Expansion Project"

PROJECT TEAM:
704-834-7933

ABOUT DOMINION ENERGY

About 7 million customers in 15 states energize their homes and businesses with electricity or natural gas from Dominion Energy (NYSE: D), headquartered in Richmond, Va. The company is committed to safely providing reliable, affordable and sustainable energy and to achieving net-zero emissions by 2050. Please visit [DominionEnergy.com](https://www.dominionenergy.com) to learn more.



AUGUST 2024



CONCORD EMERGENCY OPERATIONS PLAN

BASIC PLAN

PRESENTED BY: CONCORD DIVISION OF EMERGENCY MANAGEMENT

P.O. BOX 308
CONCORD, NC 28026-0308

CONTENTS

EMERGENCY OPERATIONS PLAN SUMMARY 2

 Background 2

 The Basic Plan 3

 Overview 3

 Promulgation Statement 4

Approval and Implementation 4

Executive Summary 5

General 5

PURPOSE AND SCOPE 6

SITUATION AND ASSUMPTIONS 8

 Hazard Assessment 8

 Hazard Mitigation and Control 8

 Plan Development 9

CONCEPT OF OPERATIONS 10

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES 11

DIRECTION, CONTROL AND COORDINATION 17

 Concord Emergency Operations Center 18

 On-Scene Incident Management 18

INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION 19

COMMUNICATION METHODS 19

CONTINUITY OF OPERATIONS 20

ADMINISTRATION, FINANCE AND LOGISTICS 20

 Transition to Recovery 22

PLAN DEVELOPMENT AND MAINTENANCE 22

AUTHORITIES AND REFERENCES 23

ATTACHMENT 1: Hazards

ATTACHMENT 2: Continuity of Government

 Responsibilities

 Preservation of Local Government

ATTACHMENT 3: Mutual Aid

 Concept of Operations

ATTACHMENT 4: Signature Page

EMERGENCY OPERATIONS PLAN SUMMARY

BACKGROUND

In 1951, Concord designated a Civil Defense Coordinator the responsibility of Civil Defense due to a national perceived security threat to the American Homeland. This mirrored State and National efforts and provided an avenue as to which federal “defense funds” would flow. Funds would be used for infrastructure improvement and eventually the orientation matured toward planning and responding to natural disasters. The City maintained this program into the mid 60’s.



In 1995, City officials recognized that preparedness for emergencies was not only essential for the protection of life and property but as a means to make Concord, North Carolina a safer place for business investment by minimizing the damage disasters could have on efforts to promote economic development. Community disaster preparedness reassures the community and businesses that the City can protect their investments.



In 1995, Concord embarked on a new program of emergency preparedness and implemented an Emergency Management Office within the Fire Department. Since then, the City has faced two Presidential Declared Disasters (2002 Ice Storm and 2018 Hurricane Florence), and a Gubernatorial Disaster (Tropical Storm Faye 2008). These disasters resulted in a significant use of municipal resources to alleviate their effects on the City. Damages exceeded \$2 million dollars in emergency protective measures and damages to infrastructure, all of which was successfully recovered through disaster grants.

While municipalities are not required to have emergency management programs, the impact of Hurricane Hugo and emergency planning efforts in the aftermath served as a catalyst for Concord to dedicate an office to work and coordinate departmental preparation, response, mitigation and recovery in response to the City’s disaster risk. The City continues to improve its capabilities to maintain a credible, capable and professional emergency management organization today and into the future.

The Emergency Operations Plan (EOP) was developed for use by departments to respond to major emergencies and disasters. It describes the roles and responsibilities of all City Departments and the relationship between the City and County.

The plan is updated every 5 years or as necessary by the Division Chief of Emergency Management. The City owes a debt of thanks to staff who spend hours preparing and responding when emergencies threaten.

THE BASIC PLAN

The Basic Plan portion of the EOP contains information on all of the hazards that our City is susceptible to. Those hazards include but are not limited to:

- Cyber Attack
- Terrorist Attack
- Train Derailment
- Dam Failure
- Drought
- Floods
- Hazardous Material Incidents
- Earthquakes
- Extreme Temperatures
- Hurricanes
- Severe Storms/Tornadoes
- Winter Storms
- Pandemics

The City of Concord, Cabarrus County, and other jurisdictions within the county have continued to coordinate emergency management services and disaster response activities.

OVERVIEW

The City of Concord is composed of 21 departments providing public safety, utilities, transportation, financial and logistical services. To foster a unified approach to emergency management, departments provide representation at the request of the EOC Director or Division Chief of Emergency Management, in the event of an activation of the Emergency Operations Center.

Concord is located within Cabarrus County which coordinates overall emergency management activities within the county and is located in the Western Branch, Area 11 of North Carolina Emergency Management. During an emergency the branch offices serve as Regional Coordination Centers (RCCs).

The Concord EOP was developed in accordance with the Federally mandated [National Incident Management System \(NIMS\)](#) which has been used by first responders and emergency managers for years.

The Concord EOP is designed to be used by departments for the development of their own standard operating procedures or emergency plans.

The Concord EOP describes an emergency management framework which provides guidance for a planned response to disaster situations associated with natural disasters, technological incidents, terrorism, and nuclear-related incidents. It delineates operational concepts relating to various emergency situations, identifies components of the City's Emergency Management Organization, and describes the overall responsibilities for protecting life and property and assuring the overall wellbeing of the population. The plan also identifies the sources of outside

support which might be provided (through mutual aid and specific statutory authorities) by other jurisdictions, state and federal agencies, and the private sector.

PROMULGATION STATEMENT

This document is the revised Concord Emergency Operations Plan for the City of Concord, North Carolina. This plan supersedes any previous plan(s) promulgated for this purpose. It provides a framework for the City of Concord to use in performing emergency functions before, during, and after an emergency event, natural disaster, or technological incident. This EOP supports the National Incident Management System (NIMS). The City shall work together with State, Federal, and local agencies to effectively and efficiently prevent, prepare for, respond to, and recover from incidents regardless of cause, size, or complexity. The EOP supports the overall mission of the City of Concord, and the Concord City Council endorses and promulgates this document as the City of Concord EOP.

The Concord Division of Emergency Management is responsible for the development and maintenance of the Concord EOP. This plan is intended to be in accordance with all existing Federal, State, and local laws. All Federal, State, and local laws supersede the policies and procedures listed in this plan. It will be tested, revised, and updated as required. All recipients are requested to advise Concord Emergency Management regarding recommendations for improvement.

The revised Emergency Operations Plan for the City of Concord has been reviewed and is hereby approved. (See attached signature page).

APPROVAL AND IMPLEMENTATION

The City of Concord has a commitment for the safety of its residents. Their safety and security depend upon the continuation of public services before, during, and after an emergency/disaster. Concord Emergency Management (CEM) has been empowered to ensure that mitigation efforts are enhanced, preparedness is encouraged, responsiveness is assured, and recovery is achieved efficiently and effectively, before, during, and after man-made or natural disasters (i.e., wildland fires, severe weather, terrorism, chemical spills, floods etc.) which may occur within the City.

One of the primary responsibilities of CEM is to develop an emergency management plan, update the plan, and maintain a record of changes. This plan should address, to the extent possible, all emergency response functions of local governmental departments, agencies, public officials, and other public and private organizations during emergencies/disasters.

This plan was developed with the cooperation of municipal departments and agencies such as law enforcement, fire, utilities, and public works. These organizations play a pivotal and functional role in responding to emergencies/disasters.

The Concord EOP is developed using FEMA's Comprehensive Preparedness Guide Volume 2.0. The EOP consists of a basic plan, its attachments, functional annexes, and hazard specific sections.

The Basic Plan contains the following sections:

- Purpose and scope
- Situations and assumptions
- Concept of operations
- Organization and responsibilities
- Direction, control, and coordination
- Information collection, analysis, and dissemination
- Communication methods
- Continuity of operations
- Administration, finance, and logistics
- Plan maintenance and authorities and references

The supporting documents describe the emergency functions of the responding departments.

EXECUTIVE SUMMARY

The Concord Emergency Operations Plan describes the City's management system for a planned response to disaster situations associated with natural disasters, technological incidents, and terrorism. It delineates operation concepts relating to various emergency situations, identifies components of the Emergency Management Organization, and describes the overall responsibilities for protecting life and property and assuring the overall well-being of the population.

GENERAL

Saving lives and the protection of life, the environment, and property are the primary goals of governmental public safety agencies. Emergency plans provide the basis for response and recovery operations. The success of these plans depends largely, in part, on the collaboration of the agencies and jurisdictions responsible for the development and maintenance of these plans.

Utilizing the National Incident Management System (NIMS), departmental emergency planning has been a comprehensive approach to prepare and plan for all-hazards, disasters, and emergencies. CEM is the agency charged with ensuring the City is prepared for all hazards and emergencies and has developed the Emergency Operations Plan (CEOP) to serve as a comprehensive, multi-hazard plan intended to be read and understood before an emergency. It is designed to complement the Cabarrus County EOP regarding countywide response. In 2004, the [Homeland Security Presidential Directive \(HSPD\)-5](#), directed the United States Department of Homeland Security to develop and administer NIMS in order to provide a comprehensive national approach to incident management. NIMS unifies Federal, State, territorial, tribal, and local lines of government into one coordinated effort.

Homeland Security Presidential Directive (HSPD)-5 also directed the development of the [National Response Framework \(NRF\)](#). Table 1 provides an outline of the Emergency Support Functions (ESF) of the NRF and the corresponding functional annexes of the Concord EOP.

Comparison Chart of the NRF and the City of Concord's Functional Annexes

NRF Emergency Support Functions		Concord Emergency Support Functions	
1	Transportation	1	Transportation
2	Communications	2	Communications
3	Public Works and Engineering	3	Critical Infrastructure Restoration
4	Firefighting	4	Firefighting
5	Emergency Management	5	Emergency Management
6	Mass Care, Emergency Assistance, Housing and Human Services	N/ A	Mass care is a function of Cabarrus County and covers Public Health and Medical services, fatality management, etc. Fatality is addressed in the Airport Emergency Plan.
7	Logistics Management and Resource Support	7	Logistics Management and Resource Support
8	Public Health and Medical Services	8	Public Health is not a municipal function though the fire department provides basic emergency medical service (Noted in ESF 4).
9	Search and Rescue	9	Search and Rescue
10	Oil and Hazardous Materials Response	10	Oil and Hazardous Material Response
11	Agriculture and Natural Resources	N/ A	This covers nutrition assistance, animal and plant disease and pest response, food safety, and security and safety and well-being of household pets. These are County functions through the Health Alliance and Sheriff's Department (pets).
12	Energy	N/ A	Incorporated into ESF 3 Critical Resources Restoration
13	Public Safety and Security	13	Public Safety and Security
14	Long-Term Community Recovery	14	Recovery
15	External Affairs	15	External Affairs
16	N/A	16	Continuity of Operations
17	N/A	17	Direction and Control

PURPOSE AND SCOPE

The Concord EOP describes a comprehensive emergency management system which provides for a planned response to any emergency associated with natural disasters, technological incidents, terrorism, and nuclear-related incidents. It delineates operational concepts relating to various emergencies, identifies components of a comprehensive emergency management system and describes the overall responsibilities for protecting life and property, and assuring the overall wellbeing of the population. The plan also identifies sources of outside support, which might be provided (through mutual aid and specific statutory authorities) by other jurisdictions, state and federal agencies, and the private sector.

Every department in the operational area may have an individual Standard Operations Procedures (SOPs) to provide a more tactical response. A departmental SOP will support or supplement the EOP.

The basic plan is supported by functional annexes that focus on missions (e.g., communications, damage assessment). These annexes describe the operational actions, roles, and responsibilities of departments, agencies, and supporting organizations of a particular function. The plan is complete with (12) functional annexes.

Scope

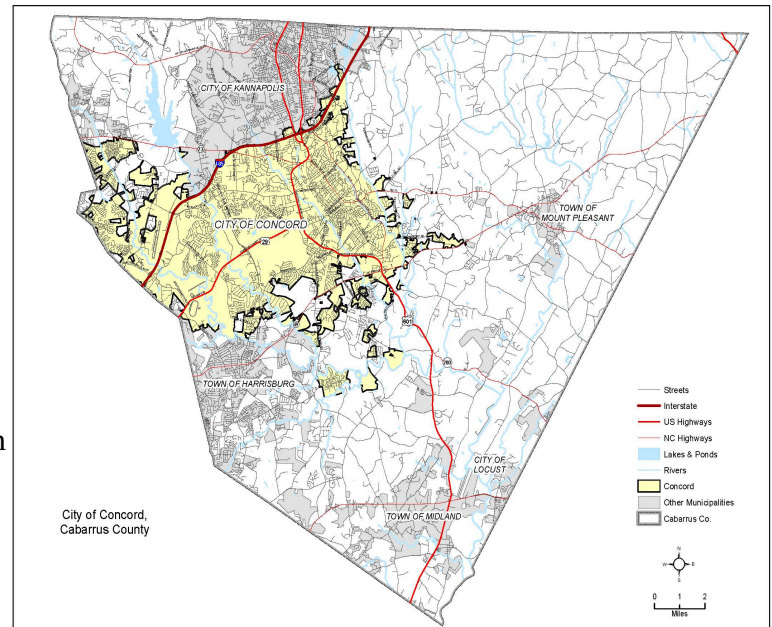
The Concord EOP applies to any extraordinary emergency associated with any hazard, natural or human caused, which may affect the City and result in a planned, coordinated response by multiple departments. The EOP establishes an emergency organization and defines responsibilities for all agencies and individuals having roles in emergency preparedness, response, recovery and/or mitigation in the City. The EOP is designed to be compliant with NIMS. The “Operational Area” consists of the county and each of the political subdivisions including special districts and cities. The “County” is defined as the unincorporated areas of the region, including special districts. “Local” is defined as the City of Concord.

During multi-jurisdictional incidents each jurisdiction is responsible for conducting and managing emergencies within its boundaries. Cabarrus County (as the Operational Area) serves as the primary focal point for coordination of mutual aid, assistance and information between jurisdictions during disasters.

The Concord EOP

The Concord EOP has been developed to provide guidance for the City of Concord based on the following objectives:

- Provide a system for the effective management of emergencies
- Identify lines of authority and relationships
- Assign tasks and responsibilities
- Ensure adequate maintenance of facilities, services, and resources
- Provide a framework for adequate resources for recovery operations



SITUATION AND ASSUMPTIONS

Situation

No single jurisdiction or agency has the capability and resources to address all disasters or major emergencies. Concord Emergency Management was established for the purpose of providing and addressing disaster related problems on a municipal level.

Concord, North Carolina (35°24'16"N 80°36'2"W) is located in the Piedmont of North Carolina, near the center of Cabarrus County and serves as the County Seat. Concord is the ninth largest city in North Carolina and second largest in the Charlotte Metropolitan area with a population of 110,886 in 2023. The City is composed of 64.403 square miles with an elevation of 706 feet.

HAZARD ASSESSMENT

Concord has a humid sub-tropical climate with hot and humid summers and mild winters. The Appalachian Mountains form a barrier blocking low temperatures and storms from the Mid-West from entering the Piedmont of North Carolina.

The City is exposed to many hazards, all of which have the potential for disrupting the community, causing damage, and creating casualties. Possible natural hazards include earthquakes, floods, landslides, droughts, hurricanes, tropical storms, and winter storms. There is also the threat of terrorism or war related incidents such as a nuclear, biological, chemical, or conventional attack. Other emergencies could develop from a hazardous materials incident, wild fire, water or air pollution, major transportation accident, water, gas or energy shortage, nuclear power plant accident, or civil disorder.

HAZARD MITIGATION AND CONTROL

Emphasis is placed on mitigation measures to reduce losses from disasters, including the development and enforcement of appropriate land use, design, and construction regulations. The City's Planning Department and the County Department of Planning and Development Services and Building Inspections have enforced zoning and building code standards for many years. Upon intake of all building permits and development projects, land use planners review the project site's topographic location (i.e., slope analysis) and proximity to a floodplain.

The land use elements of the City's developmental plans are the primary policy bases which direct the physical development of the incorporated areas of the City. The City's zoning ordinances and the North Carolina Building Code support mitigation efforts through the enforcement of fire codes, earthquake standards, and requirements for withstanding wind speeds. Zoning regulations reduce the risk of fire, in that these regulations are a means of securing water systems of adequate size and pressure for firefighting. They also ensure that there are adequate roadway widths for emergency vehicle access, including maneuverability of fire trucks.

Concord developed its first Natural Hazard Mitigation Plan in 2004. This was later incorporated into a Regional Plan consisting of Cabarrus, Stanly and Union Counties. In 2019, the Cabarrus, Stanly and Union counties and incorporated cities in those Counties revised the Multi-

Jurisdictional Hazard Mitigation Plan (MJHMP). The purpose of the Plan is to enhance public awareness and understanding, create a decision tool for management, promote compliance with State and Federal program requirements, enhance policies for hazard mitigation capability, provide inter-jurisdictional coordination of mitigation-related programming, and to achieve regulatory compliance. The updated MJHMP was then be adopted by the local governing bodies.

Planning Assumptions

The following assumptions apply to this plan:

- Emergency management activities are accomplished using NIMS
- Emergency response is best coordinated at the lowest level of government involved in the emergency
- Local authorities maintain operational control and responsibility for emergency management activities within their jurisdiction, unless otherwise superseded by statute or agreement
- Mutual Aid is requested when needed and provided as available
- Mitigation activities conducted prior to the occurrence of a disaster result in a potential reduction in loss of life, injuries, and damage
- Supporting plans and procedures are updated and maintained by responsible parties

PLAN DEVELOPMENT

No one can understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their resources, capacities, and interests better than those who live there. Engaging in whole community emergency management planning builds a more effective path to societal security and resilience.

In keeping with the whole community approach, this plan was developed with the guidance of representatives from City Departments including, law enforcement, fire services, emergency management, utilities, housing, transportation, and various other stakeholders. The effectiveness of emergency response is largely founded on the preparedness and resiliency of the collective community.

Community resiliency consists of three key factors:

1. The ability of first responder agencies (e.g. fire, law, emergency medical services) to divert from their day-to-day operations to the emergency effectively and efficiently
2. The strength and inclusivity of the emergency management system and organizations within the region, to include the Emergency Operations Center (EOC), Department Operation's Centers (DOC), mass notification systems, emergency public information systems, etc.
3. The civil preparedness of the region's citizens, businesses, and community organizations

Focusing on enhancing all three of these components constantly focuses the City on improving the community's resiliency.

Inclusive Emergency Management Practices

The City of Concord is committed to achieving and fostering a whole community emergency management system that is fully inclusive of individuals with disabilities and others with access and functional needs.

In addition to observing inclusive planning practices, the City of Concord is also cognizant of Federal and State laws that govern the service of individuals with disabilities and others with access and functional needs. The City of Concord complies with Federal laws that prohibit discrimination in emergency management programs on the basis of disability, which includes the following:

- Americans with Disabilities Act of 1990
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988
- Individuals with Disabilities Education Act of 1975
- Rehabilitation Act of 1973
- Fair Housing Act Amendments of 1988
- Architectural Barriers Act of 1968
- Telecommunications Act of 1996

CONCEPT OF OPERATIONS

This plan, supported and approved by the City Manager, was developed to provide guidelines for the City of Concord. Emergency operations address the entire spectrum of contingencies, ranging from relatively minor incidents, such as a utility failure, to large-scale disasters such as an earthquake. Some emergencies will be preceded by a build-up period, which, if recognized, may offer advance warning to potentially affected areas and populations. Other emergencies occur with little or no advanced warning, and therefore require a response characterized by efficient and coordinated mobilization and deployment of local resources. This section of the plan outlines how the plan will be activated and implemented, with the purpose of protecting lives, property, and the environment of the City of Concord.

All departments of the City of Concord operate under the NIMS. NIMS is based on the Incident Command System (ICS) and the Multi-Agency Coordination System (MACS), which are management systems designed to provide a structure for response to any emergency, large or small. ICS is the basis for NIMS and has been in operation for about 20 years.

The Concord EOP is based on NIMS and the concept that the emergency function of a department will generally parallel its normal function. Those day-to-day activities, which do not contribute directly to the emergency operation, may need to be suspended for the duration of the emergency.

Specific operational concepts, including the emergency response actions of the various departments, are reflected in the annexes to this plan.

During emergencies and disaster response, local jurisdictions are responsible for directing and/or coordinating emergency operations, with the other levels being responsible for coordinating with and/or providing support to the local jurisdictions.

Concord recognizes the five organizational levels, which are activated as necessary: Field Response, Local Government, Operational Area, Regional, and State.

Field	Commands on-scene information, resources, and priorities.
Local	The City of Concord manages and coordinates information, resources, and priorities within its jurisdiction.
Operational Area	Cabarrus County coordinates the information and priorities within its jurisdiction.
Regional	During emergencies, the North Carolina Branch offices operate as Regional Coordination Centers for the counties in their regions.
State	Statewide resource coordination integrated with federal agencies through the State EOC.

Activation

This EOP provides guidance for preparedness activities, as well as response and recovery activities in the City of Concord. Preparedness is an ongoing, daily effort, and the city strives to maintain a culture of preparedness and readiness. The EOP, as a preparedness tool, is thus always operative.

The emergency operations center (EOC) facility can be activated in the event of an impending or actual emergency in the city by the City Manager, as Emergency Operations Director. The Assistant Director (Assistant City Managers) and the Division Chief of Emergency Management can also activate the EOC with the Director’s approval. If the activation is urgent, the Assistant Directors, or the Division Chief of Emergency Management can activate EOC staff immediately while seeking the Director’s approval.

EOC Activation Levels

Normal Operations-Monitoring	Day-to-day emergency response. EOC systems are functional and on stand-by	9-1-1 center monitors and provides necessary updates to EM staff	Minor hazardous materials incident, flood watch, tornado watch
Activation Level 3	Threats that require situational awareness, planning or possible city wide response	9-1-1 center, applicable departments monitor the situation and updates EM staff on significant hazards	Tornado warning, flood warning, large fire, cyber related incident, evacuations
Activation Level 2	Threats that require increased situational awareness, coordination or damage assessment	Partial mobilization of applicable EOC staff	Severe flash flooding; severe weather with damage, site area emergency, cyber related incident, any major event
Activation Level 1	Catastrophic disaster which requires comprehensive state-level response and/or assistance	Full mobilization of EOC Staff with all applicable positions	Severe Winter Storm, Hurricane, major event, cyber related incident

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

Organization

The City of Concord staff have overall responsibility to provide an effective emergency response in the incorporated area of the City of Concord. Departments will use the National Incident Management System for incident management. The emergency management systems

not only provides for the on-scene management of an incident, but also for the coordination of response activities between departments and jurisdictions.

General

The structure of the emergency organization is based on the following principles:

- Compatibility with the structure of governmental and private organizations
- Clear lines of authority and channels of communication
- Simplified functional structure
- Incorporation into the emergency organization of all available personnel resources having disaster capabilities
- Formation of special purpose units to perform those activities peculiar to major emergencies

A major emergency can change the working relationships between government and industry and among government agencies. For example:

- Consolidation of several departments under a single Chief, even though such departments normally work independently
- Formation of special purpose units (situation intelligence, emergency information, management, and radiological defense) to perform functions not normally required
- Personnel assigned to such units may be detached from their regular employment when the units are activated
- Formation of multiple agencies or multiple jurisdiction commands to facilitate the response to an emergency

Changes in the emergency organization as designed may be required for an effective response to specific incidents.

Emergency Operations Director

The City Manager serves as the Emergency Operations Director for the City of Concord. The three Assistant City Managers act as the alternates in the absence or inability of the City Manager to serve, in which such event have all the powers and authorities as the City Manager. The second alternate shall only be empowered to exercise the powers and authorities of the City Manager if the City Manager and first alternate are absent or otherwise unable to serve.

Emergency Operations Structure

In this plan, emergency operations are divided into the emergency functions indicated below. Specific details on functional, organizational and operations concepts, responsibilities for providing support to or accomplishing a given function, and applicable policies and procedures are provided in the annexes specified in parenthesis. The annexes also provide hazard-responses to be accomplished by emergency management staff and field forces.

Assignment of Responsibilities

- The City's Emergency Management team is composed of the 21 departments that provides municipal services to the community such as law enforcement, fire suppression,

utility service, housing, transportation, transit, emergency communications and many support departments.

- The City Council is the government body for the City of Concord and is empowered to review and approves emergency mutual aid plans and agreements, disaster preparedness plans, and such ordinances, resolutions, rules and regulations as are necessary to implement them.
- The City Manager is the Emergency Operations Director for an incident occurring within the City of Concord.
- The Concord Division of Emergency Management is the lead agency to coordinate the City's emergency response efforts.
- Other City Departments and agencies have emergency responsibilities, as identified in Figure 1. These departments and agencies are also responsible for developing and maintaining Standard Operating Procedures (SOPs) and Continuity of Operations (COOP) Plans designating alternate sites from which to operate.

Department Responsibilities

City departments are responsible to support emergency preparedness, response and recovery objectives, and taking the lead regarding the emergency function to which they have been assigned. The departments also provide representatives to the EOC to coordinate people, resources and information in order to manage an incident that occurs in the city, and to communicate emergency efforts between departments and/or jurisdictions. Designated department representatives are trained in emergency management and response operations as established by the Division Chief of Emergency Management. In addition, these representatives have assigned successors to support EOC staff in the event of extended operations. The sections below outline the designated responsibilities for each of the city departments. Details for department staff roles and responsibilities in the EOC are defined in the EOC position guides included with this plan.

City Manager's Office

The executive staff members of the Concord City Manager's Office are responsible for policy level decisions related to the management of the incident. The office will provide representatives to assist in the EOC, and provide liaison assistance to the County EOC, if activated. The City Manager, or designee (e.g., Assistant City Managers), will serve as the EOC Manager overseeing the direction and policy guidance of all EOC operations. Policy level decisions are related to formation of policies/procedures, authorization of expenditures, support of local emergency management operations with additional staff, resources, etc., as well as other operations as determined appropriate.

The City Manager's Office will also utilize the Public Affairs and Projects Manager, or their designee, as the Public Information Officer (PIO) to staff the position of EOC PIO to support the collection, verification, and dissemination of emergency related information to the public and the media.

Emergency Management

The Concord Division of Emergency Management, within Concord Fire Department, is responsible for the coordination of all emergency management operations in the city, addressing the elements of protection, prevention, mitigation, response, and recovery. In the EOC, the Division Chief of Emergency Management, or their designee, will serve as the EOC Coordinator,

providing assistance to the EOC Director, supporting EOC operations, and overseeing all emergency operations for the city. The Division Chief of Emergency Management serves as the primary emergency management policy advisor to the Emergency Operations Director (City Manager or designee).

Planning

The Concord Planning Department is responsible for providing support on public infrastructure evaluation/damage assessment, providing GIS support upon request, identifying possible shelter locations, providing staff to the EOC, and administering evaluations and permits in the recovery process. Department representatives from Planning lead the Planning Section, and may serve in a variety of EOC sections and branches, depending on the needs of the incident. They also serve during the recovery phase of a disaster event as the city moves into the recovery phase. Planning supports redevelopment and recovery strategies for the city using current economic development strategies.

Communications

Concord Communications Center serves as a Primary Public-Safety Answering point (9-1-1) for the City of Concord and non-public safety communications center. They coordinate the City's actions in restoring its telecommunications and information technology resources, manage operations and maintenance of the City's telecommunication infrastructure, and provide telecommunication systems damage assessments and recovery time. Communications will monitor and assess weather-related data, provide technical assistance for interpreting communications system outages and its impacts in the city, document any damage through photographs, observations, and computer generated data, ensure communications are maintained during the emergency, and provide staff to the EOC. The Computer Aided Dispatch monitoring provided by Communications will assist the EOC in making necessary evacuation, transportation, or other emergency management related decisions.

Finance

The Concord Finance Department is responsible for overseeing all expenditures related to emergency management and response operations, including tracking and documentation necessary for recovery reimbursement purposes including personnel time tracking during emergency operations. Finance will provide department representatives to staff the Finance Section in the EOC. Department representatives will utilize established procedures and protocols for expense tracking and documentation, but may also develop additional procedures as necessary to fit the needs of emergency operations. Finance will also provide staffing to the Procurement Unit in the Logistics Section in the EOC utilizing established procedures and protocols for purchasing, but may develop procedures as necessary to support emergency operations.

During normal business hours, the Customer Care Center will assist in providing the City's Joint Information System by supporting the EOC as the Joint Information Center.

Fire Department

The Concord Fire Department is responsible for the management of fire operations within the city during emergency response efforts. This includes the immediate first responder effort to manage any fires as well as the management of a safe scene, recognition of potential hazardous

materials, public safety on scene, and many other responsibilities. The Fire Department will coordinate all response efforts through the Concord EOC. This center will also serve as the main coordination point when requesting fire response or emergency medical service (EMS) assistance from neighboring jurisdictions. Fire services also includes the provision of basic Emergency Medical Services (EMS), providing life-saving medical care. Fire personnel will work in coordination with County EMS providers to meet the needs of the incident in the event that EMS is overwhelmed. A Fire Department representative will be appointed to serve in the Fire Branch of the Operations Section in the EOC.

Human Resources

The Concord Human Resources Department is responsible for managing all efforts associated with city personnel and volunteers. As emergency resources, city personnel and volunteers may be assigned to positions in the EOC or in the field to support city emergency management and response operations. Department representatives will staff the Personnel Branch of the EOC, addressing issues such as workers compensation, volunteer management, and other various tasks as determined appropriate. In addition, the risk management personnel within Human Resources are responsible for providing a representative to staff the Safety Officer position within the EOC.

Information Technology

Information Technology (IT) is responsible for ensuring the operation of the city's critical IT infrastructure during an emergency, and providing technical support to the EOC when activated. IT will function in the Communications Unit in the EOC, and will provide support to Communications, GIS, mapping, and any other technical resources. IT will provide representatives to the EOC when activated.

Parks and Recreation

The Concord Parks, & Recreation Department is responsible for supporting mass care operations, including the implementation of shelter operations in the city. Mass care and shelter operations include the mobilization and deployment of department personnel and resources (in coordination with Cabarrus County), and receiving and registering volunteer resources during emergencies. Parks & Recreation may be called on to assist with staff to manage the shelter facilities in the City. Youth, Parks & Recreation personnel are also responsible for reporting damage assessment information related to park facilities, working within their departmental reporting structure. Parks & Recreation will appoint department representatives to the city EOC to assist in the coordination of department operations as requested.

Police Department

The Concord Police Department is responsible for law enforcement operations and terrorism prevention within the city. Police officers will respond to the immediate threats and dangers associated with any emergencies in the city. The Police Department will support emergency operations including, but not limited to prevention of threats, protection of population, evacuation, and damage assessment. A Police Department representative will be appointed to serve in the Law Branch of the Operations Section and will lead the Evacuation Unit in the EOC.

Public Works

Concord has several departments which serve in a variety of Public Works roles to support emergency management and response operations. Responsibilities for Public Works include, but

are not limited to, damage assessment (Engineering/Building and Grounds), critical infrastructure restoration (Building and Grounds), support for debris management (Solid Waste), transportation(Transportation), evacuation(Transportation), and general logistics operations. Public Works is also responsible for providing dam management services. Several department representatives will be appointed to the EOC to serve in both the Operations and Logistics Sections. In addition, Public Works will assist emergency operations by deploying personnel into the incident area to assess damage, and begin emergency restoration efforts. These operations will be coordinated through their Department Operations Center (DOC), the Alfred M. Brown Operations Center, which will communicate and coordinate with the EOC.

Utilities Departments

Electric and Water Resources are responsible for the management of their respective utility restorations, mitigation, planning and recovery activities. Water Resources will monitor and assess weather-related data, provide technical assistance for interpreting river level related data and its impacts in the city, document any flooding through photographs, observations, and computer generated data, ensure water and sewer are maintained during the emergency, and provide staff to the EOC. The flood monitoring information provided by Water Resources will assist the EOC in making necessary evacuation, transportation, or other emergency management related decisions. Water Resources is responsible for the maintenance and access to hazard maps (such as 100-year flood zone maps).

Electric Utilities will monitor and assess weather-related data, provide utility damage assessment, impact and estimation of outage duration, document utility damage through photographs, observations and computer generated data (outage map), ensure service repair is maintained during the emergency and provide staff to the EOC. Electric Utilities is responsible for the maintenance and access to SCADA and the outage reporting maps.

Airport

The airport is responsible for the management of the airport and associated infrastructure. Concord-Padgett Regional will monitor weather-related data, issue NOTAMS as needed, and provide damage reporting to airport facilities and operational status. The airport will work with external agencies to assist with utilizing the airport as a means of logistical support. This includes FEMA Operational Planning and Assessments.

Support Agencies/Entities/Organizations

Agency/Entity/Organization	Responsibility
American Red Cross	ARC provides support to city mass care and shelter operations when requested by Cabarrus County EM
Cabarrus County Sheriff’s Department	Provide animal care support to the City during emergency management and response operations. Provides Explosive detection and remediation. Supports CPD. Back-up Communications System
Cabarrus County Health Alliance	County Public Health provides primary response resources to public health incidents that occur within the city
Kannapolis, Harrisburg, and Mount Pleasant Fire Departments, Rural Fire Districts	Assists in fire and emergency response efforts when requested by the Fire Department

Agency/Entity/Organization	Responsibility
National Weather Service	NWS provides information regarding weather watch and weather warning advisories related to events in the city
Cabarrus County EMS	EMS provides advanced life and also provide resources to, and support coordination of hospital patient transport
Cabarrus County Department of Social Services	Provide assistance in mass care/shelter and with the city's ongoing long-term recovery efforts following an incident
Cabarrus County School System	The schools in the city provide facilities for mass care operations. They can also support evacuation and transportation operations in the city if primary city resources are overwhelmed, supplying buses, drivers, and communications support
Rider Transportation/Cabarrus County Transportation Service	The various transportation resources provide support to transportation efforts during evacuation, transportation, and other emergency management functions in the city
Cabarrus Amateur Radio Service	Can provide assistance with back-up communications or supplemental radio communications during communications systems failure
Water and Sewer Authority of Cabarrus County	Provides wastewater transportation and treatment for the City
Atrium Health	Local advanced care provider. Provides the community Medical Examiner Support through agreement with the Office of Chief Medical Examiner in Charlotte

EOC, DOC and Responder Personnel

While this EOP is focused on preparedness of the City of Concord's organizational response, all city employees with responsibilities for emergency functions would greatly benefit from having a personal and family preparedness plan. Any city employee with responsibility to report to the EOC, a department operations center (DOC), or to field response operations should have a personal and family preparedness plan in place. Personal and family preparedness planning supports city employees in ensuring the safety of their loved ones, and in turn supports the employees with being available to respond to their city emergency management responsibilities.

DIRECTION, CONTROL AND COORDINATION

The City EOP provides structures, based on NIMS, for implementing city-level policy and operational coordination for domestic incident response. It can be partially or fully implemented in response to a potential/actual threat, in anticipation of a significant event, or in response to an incident. Selective implementation allows for a scaled response, delivery of the exact resources needed and a level of coordination appropriate to each incident.

Municipal Response Structure

ALL INCIDENTS WILL BE MANAGED AT THE LOWEST POSSIBLE LEVEL. RESPONDERS USE ICS TO MANAGE RESPONSE OPERATIONS. THE CITY WILL EXHAUST ITS RESOURCES AND ENACT THEIR ESTABLISHED MUTUAL AID BEFORE REQUESTING SUPPORT FROM EXTERNAL SOURCES.

CONCORD EMERGENCY OPERATIONS CENTER

The decision to activate the Concord EOC (CEOC) will be made by the Emergency Operations Director, when there is an incident involving the incorporated area, in preparation for a forecasted event, major special event, and incidents involving multiple departments with external resource requests. The Division Chief of Emergency Management will coordinate requests to the Emergency Operations Director.

The Decision to activate the CEOC may come upon receiving a request through Emergency Management or from an Incident Commander who determines that additional resources or capabilities are needed for incident response.

The CEOC Team will help form a common operational picture of the incident, assist on-scene command with the burden of external coordination, and the securing of additional resources. Core functions of the CEOC include coordination, communications, resource allocation and tracking, and information collection, analysis, and dissemination. To accomplish this, the CEOC will be activated and staffed to the appropriate level necessary for the response, with a representative from every applicable City Department.

CONCORD INCIDENT MANAGEMENT TEAM (IMT)

Upon request from the EOC Team or Incident Commander of an event, Concord's IMT may be requested to support and plan for the incident.

The Incident Management Team shall consist of the following positions:

- a. Incident Commander
- b. Public Information Officer
- c. Safety Officer
- d. Operations Section Chief
- e. Division Group Supervisor
- f. Planning Section Chief
- g. Situation Unit Leader
- h. Resource Unit Leader
- i. Logistics Section Chief
- j. Communications Unit Leader
- k. Supply Unit Leader
- l. Facilities Unit Leader
- m. Finance Section Chief

ON-SCENE INCIDENT MANAGEMENT

Working at the site of an incident, an Incident Commander will be responsible for all response activities, including the development of strategies and tactics and the ordering and release of resources.

The Incident Commander has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site. When multiple command authorities are involved, the incident may be led by a unified command comprised of officials who have jurisdictional authority or functional responsibility for the incident under an appropriate law, ordinance, or agreement. The unified command provides direct, on-scene control of tactical operations.

At the tactical level, on-scene incident command and management organization are located at an Incident Command Post, which is typically comprised of local and mutual aid responders.

INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

The CEOC will serve as the hub for information collection, analysis, and dissemination of information relating to the incident or event. The Info/Intel section within the CEOC plays a large role in the collection, analysis, and dissemination of information. Information gathered by on scene responders, communications centers and dispatch centers, the media, and the public in general will be analyzed by stakeholders, departments, agencies, and organizations and then verified.

Information needing to be disseminated to responders will be shared via the on-scene incident command staff. Information needing to be disseminated to the public will be shared via the JIC. Available media outlets will be utilized by the JIC to get necessary information to the public as soon as possible. Various social media channels will be utilized to share relevant and verified information with the public as well.

Periodic EOC briefings will be held to update agencies, departments, organizations, and entities of the current status of the incident, event, or disaster. The briefings will take place as often as necessary, determined by the EOC Director. Briefings should occur at least once per shift, with the understanding that the schedule may be adjusted to suit the needs of the situation.

Information needing to be shared with other levels of government, other agencies and departments outside the county, and the private sector will be shared as necessary to ensure public safety, economic integrity, and effective resources for response and recovery.

COMMUNICATION METHODS

Communication will be coordinated between the CEOC and all responding supporting departments and agencies will be through various forms of communications devices, channels and methods. If the CEOC is activated, all incident related information, updates, resource requests, etc. should be shared in addition to any other chosen communication methods. Communication should be a two-way flow (both top down and bottom up) through the established ICS structure. All communications should use plain language and avoid acronyms.

Information will be communicated from the field to the CEOC. The Policy Group in the CEOC will make priority decisions and provide guidance and direction to the CEOC General Staff, who will coordinate the management of the incident per the direction of the Policy Group. The CEOC serves as the hub of information for the incident and will communicate necessary information and response actions to the field.

Emergency management communications between the CEOC, departmental operation’s centers and jurisdictional EOCs, and incident command posts within the City are conducted using a mix of systems and technologies.

The City will take reasonable steps to ensure members of the public can meaningfully access emergency life-saving notifications and disaster recovery programs in the City’s determined strategic languages.

CONTINUITY OF OPERATIONS

1. The City Continuity of Operations Plan (published as a separate, related plan) contains procedures to ensure that local government continues to provide services to citizens.
2. Lines of succession specify replacements for principal elected officials should the incumbents be unable to perform the responsibilities of their office. The line of succession should be at least three deep, i.e. it should specify at least two replacements for principal officials.
3. Emergency Authority: The Mayor has the authority, under emergency conditions, to:
 - a. Declare a state of emergency;
 - b. Proclaim and enforce curfews;
 - c. Shut down nonessential government operations;
 - d. Issue emergency executive orders, proclamations, and regulations that have the full force and effect of law in coordination with State authorities.
4. An Alternate EOC (AEOC) that has the basic minimum capabilities of the EOC has been designated.
5. Vital Records Safeguarding: Each city elected official and department/ agency is responsible for identifying, selecting and protecting vital records, both paper and automated, that are essential for continued public well-being.

EOC and Alternate Locations	Location	Address
Primary Location	Concord Fire Station #3	100 Warren C. Coleman Blvd, N Concord, NC 28027
Secondary Location	Ella Mae P. Small ESOC Conference Room	505 Alfred Brown Jr Ct SW, Concord, NC 28025
Tertiary Location	Concord City Hall	35 Cabarrus Avenue West, Concord, NC 28025

Seat of Government

A city’s “seat of government” or administrative center is the building or complex of buildings from which the city exercises its authority. For example if City Hall should become untenable due to an emergency such as a fire, the temporary seat of government will be located at the order of locations listed in ATTACHMENT 2: CONTINUITY OF GOVERNMENT in this document, unless another location is specifically designated.

ADMINISTRATION, FINANCE AND LOGISTICS

In the emergency planning efforts throughout the City, the City Emergency Organization, in supports and is supported by:

- Cities within the County
- Cabarrus County
- Special districts
- The State of North Carolina
- The Federal Government

NIMS provides a consistent nationwide template to enable Federal, State, local, and tribal governments and private-sector and nongovernmental organizations to work together effectively. NIMS also enables these entities to efficiently prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism.

Mutual aid, including personnel, supplies, and equipment, is provided in accordance with the North Carolina Statewide Mutual Aid Agreement, and other local Mutual Aid Agreements. More information about mutual aid is contained [Attachment 3: Mutual Aid](#).

The private sector is an important part of the emergency organization. Business and industry own or have access to substantial response and support resources, including functional needs support services (FNSS). Community Based Organizations (CBOs) or Non- Governmental Organizations (NGOs) provide valuable resources before, during, and after a disaster. These resources can be effective assets at any level.

There are some City personnel who do not have specific task assignments. They are automatically designated by State Law as Disaster Service Workers (DSWs) during a disaster and serve in the response effort.

“Emergency Management worker” shall include any full or part-time paid, volunteer, or auxiliary employee of this State or other States, territories, possessions, or the District of Columbia, of the federal government or any neighboring country or of any political subdivision thereof, or of any agency or organization performing emergency management services at any place in this State, subject to the order or control of or pursuant to a request of the State government or any political subdivision thereof.”

Per NC General Statutes Chapter 166A-19.60

The term public employees include all persons employed by the State, or any County, City or public district.

It is imperative that the City of Concord maintain duplicate records of all information necessary for restoration of normal operations. This process of record retention involves offsite storage of vital data that can be readily accessible.

Vital records of the City of Concord are stored electronically. Computer records are routinely backed up and stored separately from the hard drives. All personnel records are stored by Concord Human Resources.

TRANSITION TO RECOVERY

During emergency management operations, city representatives will begin to consider needs for short-term and long-term recovery actions, objectives, and planning efforts. A representative from the Planning Department will lead the Recovery Planning Unit in the Planning Section. This unit will need to consult with a variety of other city departments, including but not limited to, the City Manager's Office, Public Works, Utilities and Emergency Management. This unit will begin addressing necessary recovery efforts immediately following the impact of a significant emergency or disaster in the city.

Beginning as soon as possible after a disaster occurs in the city, additional city department representatives will be assigned to address recovery efforts. The Recovery Planning Unit of the EOC will transfer operations to the City of Concord's Recovery Coordination Group. This group will be led by the City Manager's Office to address long-term recovery needs with the purpose of returning the city to pre-incident, or better than pre-incident conditions. Additional information outlining the details of short and long-term recovery efforts are included in the Recovery Function section of this plan.

PLAN DEVELOPMENT AND MAINTENANCE

Concord Emergency Management coordinates the maintenance and updates of the CEOP every five years. The Basic Plan and each Annex is written and updated by the appropriate department or agency (e.g.: law enforcement personnel develop the law enforcement annex).

The Concord Staff Leadership Team reviews the plan, provides feedback, and approves revisions. Upon completion of their review, the committee will recommend that the CEOP be adopted by the Concord City Council. The objective of any Emergency Management Organization is efficient and timely response during emergencies. The CEOP is the first step toward that objective. However, planning alone will not accomplish preparedness. Training and exercising are essential at all levels of government to make emergency operations personnel operationally ready.

The Homeland Security Exercise and Evaluation Program (HSEEP) is a capabilities and performance-based exercise program that provides a standardized methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning. Recognizing this, Departments will participate in scheduled HSEEP exercises. The date and type of exercises will be identified in the annual work plan of Concord Emergency Management and published annually.

As a best practice commitment, the city may complete a formal After Action Report following any drill, training, or exercise that they sponsor or attend. Emergency Management will coordinate and facilitate post-incident analyses and critiques following emergencies and exercise respectfully. An AAR will be prepared and distributed to city departments, as well as to those outside jurisdictions and agencies that were involved in the emergency or exercise.

- The AAR will provide, at a minimum:
 - Response actions that were taken.
 - Application of SEMS during response.

- Necessary modifications to plans and procedures that are needed.
- Lessons learned.
- Noted areas of improvement.
- Best practice implementations proposed.
- Training needed.
- Recovery activities conducted to date.
- Additional information as appropriate.

Findings and recommendation in the content of the AAR will be used to further develop and update the city EOP as necessary. AAR development will include the input of all personnel involved in the incident or exercise.

AUTHORITIES AND REFERENCES

Local

- City of Concord Emergency Management Ordinance.
- Code of Ordinances, Cabarrus County, Chapter 22, Article II, Emergency Management.
- Code of Ordinances, Cabarrus County, Chapter 22, Article III, State of Emergency.
- Code of Ordinances, Cabarrus County, Chapter 38, Article I, Flooding.
- Code of Ordinances, Cabarrus County, Chapter 26, Emergency Services.
- Cabarrus County Pandemic Influenza Plan. March, 2007.
- Strategic National Stockpile Standard Operating Guide, Cabarrus Health Alliance, August 2005.

State

- North Carolina General Statute 166-A entitled the North Carolina Emergency Management Act.
- N C Governor's Executive Order 18.
- N C Governor's Executive Order 43, 48, 49, 50, 73.
- North Carolina Oil Spill Act.
- Disaster Relief and Emergency Assistance Act PL 93—288.
- State of North Carolina Radiological Emergency Response Plan for Nuclear Power Facilities, NC Division of Emergency Management, January 2007.

Federal

- Civil Defense Act of 1950, Public Law 81-920.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- Emergency Planning and Community Right-to-Know Act (SARA Title III)
- OSHA 1910.120.
- FAA Authority (FAR) to close airspace over disaster areas.
- HSPD – Homeland Security Presidential Directive #5.
- HSPD – Homeland Security Presidential Directive #8.

All authorities and references listed apply to the Basic Plan and all of the corresponding Annexes. Agreements with volunteer organizations and other governmental and private organizations are on file in with Concord Emergency Management.

ATTACHMENT 1: HAZARDS

A comprehensive listing of hazards that are possible in the City of Concord is covered in the Multi-jurisdictional Hazard Mitigation Plan (Cabarrus, Stanly, and Union).

Hazard	Data Collected for Hazard Identification	Justification for Inclusion
Cyber Attack	<ul style="list-style-type: none"> - Annual cybersecurity penetration testing. - Annual PCI penetration testing and assessments. - Multi-State Information Sharing and Analysis Center. - North Carolina Local Government Information Technology Association 	<ul style="list-style-type: none"> • 2024 North Carolina National Guard penetration test identified areas of concern within the IT infrastructure. • Cyber-attacks continue to impact local government including many in the region. • Impact could significantly affect the city’s daily and emergency operations.
Terrorist Attack	<ul style="list-style-type: none"> • Department of Homeland Security • North Carolina Department of Public Safety • Federal Bureau of Investigation 	<ul style="list-style-type: none"> • There are several critical infrastructures in the City of Concord that are susceptible to be a victim of terrorism. Aside from the risk of there being human casualties, the loss of any critical facility could be detrimental to the operations within the City of Concord. • Concord is vulnerable to a terrorist incident with people, facilities, locations and systems that could be severely harmed by a terrorist event
Train Derailment	<ul style="list-style-type: none"> • North Carolina Department of Transportation. • Norfolk Southern Railroad 	<ul style="list-style-type: none"> • Two rail carriers utilize 8.4 miles of track in the City of Concord. (Appendix B) • The State of North Carolina sponsors two Amtrak-operated passenger trains which pass through the area: The Piedmont and the Carolinian. • Norfolk Southern operates daily trains through the City, traveling at an average speed of 45 MPH (speed limits are based on track conditions and local geography). • Each year, 1.7 to 1.8 million carloads of hazardous materials is transported by rail in the United States. Materials that present a “toxic inhalation hazard’ (TIH) – i.e. gases or liquids that are especially hazardous if released. Railroads transport around 100,000 carloads of TIH each year, virtually all in tank cars.

		<ul style="list-style-type: none"> • Freight and passenger trains cross the City of Concord 24-hours a day, seven days a week, serving commerce and personal needs. This presence poses a hazard to the City. • The rail corridor bisects the City, North/South necessitating 16 grade and elevated crossings for highways and waterways.
Dam Failure	<ul style="list-style-type: none"> • FEMA-HAZUS • Dam inundation data from Lake Don T. Howell, Lake Concord, and Lake Fisher Dams. • Concord Water Resources • Water and Sewer Authority of Cabarrus County. • FEMA FIRM maps. • FEMA Hazards Website • North Carolina Risk Management Portal 	<ul style="list-style-type: none"> • 22 dams were identified within the City limits. 8 of these are classified as high hazard, 1 immediate risk, and 13 low risks. • Several of the dams are 30 or more years old. • Increased development in the inundation area of a dam breach.
Drought	<ul style="list-style-type: none"> • National Weather Service. • North Carolina Drought Advisory Council. • Drought.gov • Concord Water Resources • Water and Sewer Authority of Cabarrus County 	<ul style="list-style-type: none"> • Regional multiple year droughts since 1960 with historical droughts occurring from 1998-2002, 2007-2009, and again in 2015. • Drought induced losses exceeding \$398M. • Continued weather anomalies due to potential climate change.
Floods	<ul style="list-style-type: none"> • FEMA Firm Maps • Topography • Base Flood Elevations • NWS flood records 	<ul style="list-style-type: none"> • Flooding exceeding the mean annual flood every 2.3 years. • 3,875 acres of 100 year floodplain within the City. • 2008 Gubernatorial Declaration for flooding.

Hazardous Materials Incident	<ul style="list-style-type: none"> • Concord Fire Department • Local Environmental Planning Committee 	Concord has multiple facilities and transportation routes which manufacture, store or transport hazardous materials.
Earthquake	<ul style="list-style-type: none"> • NC Department of Environmental Quality • United States Geological Survey 	Concord is located between three seismic zones, the East Tennessee seismic zone, Central Virginia seismic zone and Charleston, South Carolina seismic zone. Concord is located in an area of North Carolina that is at a low risk for the effects of an earthquake. Concord residents have experienced tremors and in the case of the Charleston earthquake in the 1800s, some minor damage. Therefore, the area is at some risk.
Extreme Temperatures	<ul style="list-style-type: none"> • National Weather Service 	<p>Heat is not often considered in the same risk categories as other forms of severe weather, though from 1979 to 1998 heat related deaths were greater than those caused by other forms of severe weather. An extreme heat wave does not have to be present to cause heat related deaths. National</p> <p>Weather Service figures indicate an average of 200 people annually succumb to the effects of heat.</p>
Hurricane	<ul style="list-style-type: none"> • National Weather Service 	Concord's distance from the coast has a direct relationship to the degree and type of damage that can be expected. Concord is located closer to the South Carolina coast and therefore is more vulnerable to a hurricane making landfall along the South Carolina coast and moving northwestward similar to Hugo in 1989.
Severe Storms and Tornadoes	<ul style="list-style-type: none"> • National Weather Service 	Thunderstorms are a common occurrence in Concord during severe weather seasons. These can produce downbursts, hail, flooding and tornadoes. Concord is in a high-risk area of North Carolina that indicates a tornado of significant magnitude once every 50 years.
Winter Storm	<ul style="list-style-type: none"> • National Weather Service 	Concord is often located in the transition zone between frozen precipitation and rain. Many factors influence the form our precipitation will take, and atmospheric temperatures are influential as well as ground conditions. Sometimes, near the rain/snow interface a region of sleet or freezing rain will occur.

<p>Pandemic</p>	<ul style="list-style-type: none">• Cabarrus County Health Alliance	<p>If a new and severe strain of flu or disease began spreading across the globe, the local community would not be spared the affects. Due to the unpredictability of effects of a pandemic, exactly what will occur cannot be done until pandemic emerges. A very virulent strain of virus would result in an overwhelmed health care system, which include our local hospital.</p>
-----------------	---	--

ATTACHMENT 2: CONTINUITY OF GOVERNMENT

A major disaster or a nuclear attack could result in great loss of life and property; including the death or injury of key government officials, the partial or complete destruction of established seats of government, and the destruction of public and private records essential to continued operations of government and industry.

In the aftermath of a disaster, during the reconstruction period, law and order must be preserved and, as much as possible, government services must be maintained. It is essential that local government continues to function.

Applicable portions of the [North Carolina General Statutes](#) provide authority for the continuity and preservation of State and local Government.

RESPONSIBILITIES

All levels of government are responsible for providing continuity of effective leadership and authority, direction of emergency operations, and management of recovery. Each department is responsible for identifying critical services and the means of continuation of the services during a disaster.

PRESERVATION OF LOCAL GOVERNMENT

Chapter 162B of the North Carolina General Statutes – Continuity of Government in Emergency provides:

- Each political subdivision of the state is authorized to designate alternate sites or places as the emergency location of government.
- Allows meetings at the designated emergency location of government.
- Exercise executive and legislative powers and functions as pertinent to continued operation of the local government.
- Assure continuity of local government through legally constituted leadership, authority and responsibility.
- Enact resolutions or ordinances relative to the manner in which vacancies.

Succession of Local Officials

It is incumbent of the City of Concord to establish a line of succession of authority in the event that current officers are unable to carry out their responsibilities. For example, if the Mayor is unable to service in that capacity, the Mayor Pro-tem would serve and continue to serve until the Mayor can resume his/her responsibilities. The City's line of succession is detailed in Chapter 26, Civil Emergencies of the City Code.

Temporary Seats of Government

The City must also designate a temporary seat of government in the event the normal location is not available. For example, the normal seat of government is City Hall, 35 Cabarrus Avenue, West, Concord, NC. In the event this location is not available, the temporary seat of government will be located at the order of locations below, unless another location is specifically designated:

Order of Alternate Locations	Location	Address
Primary Location	Concord City Hall	35 Cabarrus Avenue, W Concord, NC 28025
Secondary Location	Alfred M. Brown Operations Center	635 Alfred Brown Jr. Court, SW Concord, NC 28027
Tertiary Location	Concord Fire Station #3	100 Warren C. Coleman Blvd, N Concord, NC 28027

Preservation of Essential Records

Each level of government should protect its essential records. The determination of the records to be preserved rests with each Department Director or with the custodian of the records.

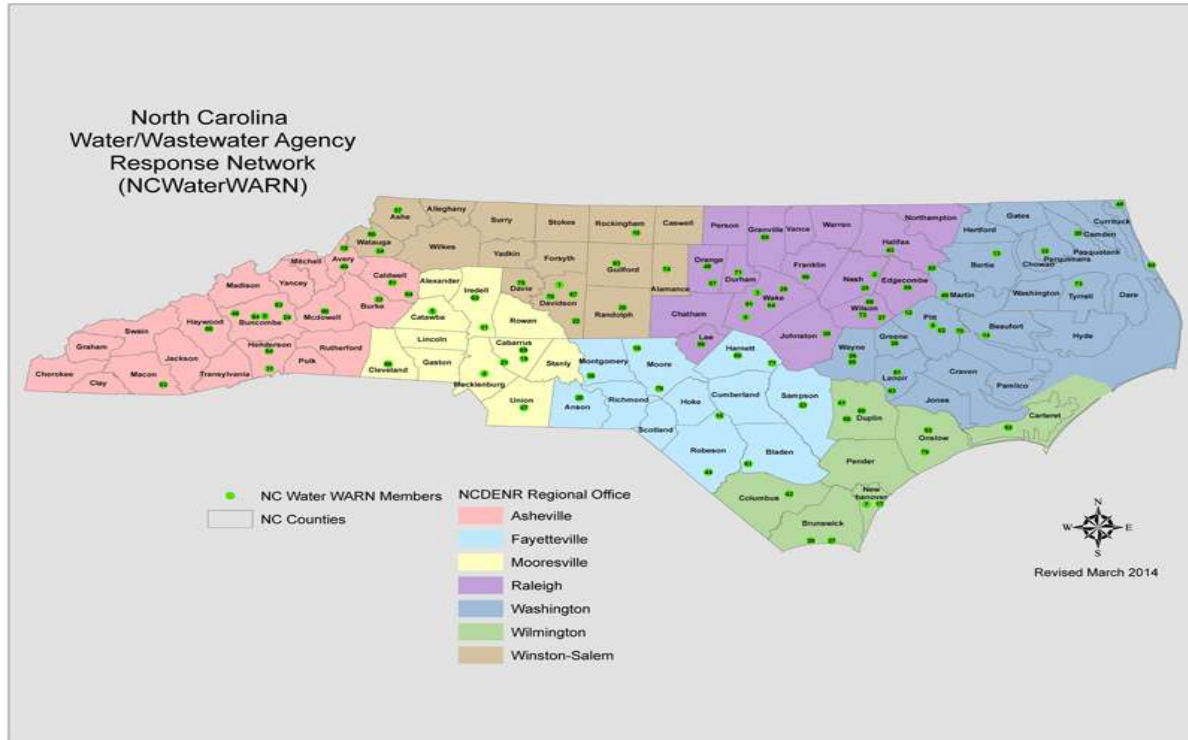
ATTACHMENT 3: MUTUAL AID

The foundation of North Carolina's emergency planning and response is a statewide mutual aid system, designed to ensure that adequate resources, facilities, and other support services are provided to jurisdictions whenever their own resource capabilities are exceeded or overwhelmed during any incident. The basis for the system is the North Carolina Mutual Aid and Assistance Agreement as provided for in Chapter 166A – North Carolina Emergency Management Act 166A-19.72 Establishment of Mutual Aid Agreements.

To facilitate the coordination and flow of mutual aid, the state has been divided into three branches (Eastern, Central, and Western) led by a branch manager. The branches are further divided into 15 areas each with a coordinator. During a disaster the Branches become Regional Coordination Centers (RCCs) to provide operational information sharing and resource coordination between the state and counties. The state operates two warehouses to maintain stocks of common emergency supplies such as bottled water, tarps and meals ready to eat. These also serve as state staging areas.



To further facilitate the mutual aid process, particularly during day-to-day emergencies involving public safety agencies, Fire, Law Enforcement, Water Resources and Electric Utilities maintain mutual aid agreement such as [ElectriCities](#) and [NC Water Warn](#).



NORTH CAROLINA WATER WARN

When a disaster exceeds the capability of the State to respond additional assistance can be requested from other states through the [Emergency Management Assistance Compact \(EMAC\)](#).

CONCEPT OF OPERATIONS

Requesting Aid under the North Carolina Mutual Aid System.

Concord has been a signatory of the [North Carolina Mutual Aid System](#) since 1998. Signing the agreement means enables the City to receive or provide assistance to another community. However, meeting the needs of our residents remains our first priority. The City may decline to provide assistance when local resources are needed in our community.

The City may request help through this system when it determines its own resources are inadequate. Requests can be made directly to another city or town (a provider) or through Cabarrus County Emergency Management.

All activities performed under the mutual aid agreement are declared government functions. Each party also agrees to hold the other harmless from liability. The typical timeframe for assistance is seven days, but this can be modified when both parties agree. Also, employees are covered at all times under their own employer's workers' comp policy.

Requests for resources will flow from the field through the CEOC when activated. The EOC will then choose the method of request and provide:

Requesting Assistance through Cabarrus County

The City may request the NC Division of Emergency Management (NCDEM) to coordinate its aid. Cabarrus County coordinates logistics and reimbursement between the City and the State. The City of Concord will provide Cabarrus County the following information when requesting assistance in this manner:

- A copy of the local Emergency Proclamation;
- Damage Assessment Summary;
- Type of assistance requested – including amounts and types of personnel, equipment, materials and supplies;
- Estimated length of time assistance is needed;
- Need for relief centers, staging areas and storage outside of the City;
- A time and place to meet resources being requested
- Staging locations for requested supplies (i.e. Brown Operations Center, Fire Stations)

Assistance requested through other agreements

Assistance requested through other agreements should be requested through the CEOC when operational and will follow the guidance contained in the specific agreement.

2024 EOP Updates and Changes

- Updated Concord jurisdictional map
- Concord population total based on the State of North Carolina Demographer's Office (2023)
- Added cyber related events to EOP Activation Levels
- Changed position language to match new Emergency Management structure
- Removed building inspection responsibilities from under "Planning"
- Changed language to incorporate the Incident Management Team (IMT) and modify the "EOC Team" as Department Directors or their designee
- Added language to address language access issues, under "Communication Methods"
- Modified EOC locations, designating Fire Station 3 as the Primary EOC location, the ESOC as the Secondary, and City Hall as the Tertiary
- Modified "Attachment 1: Hazards" with updated Cyber Attack information
- Will Include an updated signature page

RESOLUTION – FINANCE SIGNATURE AUTHORITY

WHEREAS, the General Statutes allow the Governing Board authority to authorize the Deputy Finance Director to perform certain Finance Director duties if designated; and

WHEREAS, N.C.G.S. 159-25 provides that the Finance Director or a properly designated deputy finance officer signs all checks and drafts; and

WHEREAS, N.C.G.S. 159-28 provides that the Finance Director or a properly designated deputy finance officer executes pre-audit certificates; and

WHEREAS, the City’s Purchasing Manager is designated as a deputy finance officer only to execute to execute purchase orders; and

WHEREAS, the City’s Accounting Operations Manager is designated a deputy finance officer only to execute pre-audit certificates;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord, North Carolina, does hereby approve/authorize the following;

1. The Deputy Finance Director has the authority to sign checks and drafts.
2. The Deputy Finance Director has authority to execute pre-audit certificates, requisitions and purchase orders.
3. The Deputy Finance Director may execute other documents that the Finance Director approves when the Finance Director is absent.
4. The Purchasing Manager may only execute purchase orders as a Deputy Finance Director.
5. The Accounting Operations Manager may only execute purchase orders as a Deputy Finance Director.
6. This Resolution shall become effective immediately upon adoption.

Adopted this 8th day of August, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

GRANT PROJECT ORDINANCE
FY2024 Economic Development Initiative-Community Project Funding

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 McGill Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the United States Department of Housing and Urban Development Office of Community Planning and Development.

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4357300	Federal Aid	0	656,000	<u>656,000</u>
	Total			<u>656,000</u>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811190	McGill Project	20,000	676,000	<u>656,000</u>
	Total			<u>656,000</u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of August, 2024.

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

 William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

CAPITAL PROJECT ORDINANCE AMENDMENT
Stormwater Projects

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

SECTION 1. The project authorized and amended is Future Projects.

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

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
474-4361000	Investment Earnings	0	179,979	179,979
Total				<u>179,979</u>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
7103-5811082	Future Projects	(117,354)	62,625	179,979
Total				<u>179,979</u>

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of August, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolcznski, City Attorney

CAPITAL PROJECT ORDINANCE

Water Projects

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

SECTION 1. The projects authorized and amended are various Water Projects.

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
429-4361000	Investment Earnings	0	380,795	380,795
429-4402150	System Dev Fees	6,759,785	7,142,254	382,469
429-4501282	Transf fm Util Cap Resv	1,000,000	1,510,918	510,918
8700-5801134	Smart Grid	5,630,000	5,611,143	(18,857)
8700-5811310	Old Charlotte Wtrline	1,000,000	1,510,918	510,918
8700-5811082	Future Projects	6,389,802	7,171,923	782,121

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of August, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

**CAPITAL PROJECT ORDINANCE
Utility Project Reserves**

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

SECTION 1. The project authorized and amended is utility project reserves.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The Electric/Water/Wastewater Funds will serve as the funding source for the Utility Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4361000	Investment Earnings	\$809,864	\$1,136,441	\$326,577
282-4501620	Transfer from Water	\$6,180,440	\$6,293,638	\$113,198
282-4501640	Transfer from Sewer	\$2,368,000	\$2,373,517	\$5,517
8120-5811081	Future Elec Projects	\$9,112,562	\$9,229,316	\$116,754
8120-5811088	Future Water Projects	\$5,208,119	\$4,963,559	\$(244,560)
8120-5811089	Future Sewer Projects	\$2,378,520	\$2,440,700	\$62,180
8120-5987000	Transfer to Proj Fund	\$1,000,000	\$1,510,918	\$510,918

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of August, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2023-2024

FINAL REPORT

June

Property Tax Receipts- Munis

2023 BUDGET YEAR	62,801.62
2022	8,559.63
2021	827.35
2020	275.27
2019	62.40
2018	62.40
2017	62.40
2016	62.40
2015	62.40
2014	68.59
Prior Years	-
Interest	5,331.28
Refunds	
	<u>78,175.74</u>

Vehicle Tax Receipts- County

2023 BUDGET YEAR	562,402.23
2022	
2021	
2020	
2019	
2018	
2017	
Prior Years	
Penalty & Interest	8,186.56
Refunds	
	<u>570,588.79</u>

Fire District Tax - County

2023 BUDGET YEAR	3,246.78
------------------	----------

Less: Collection Fee from County

Net Ad Valorem Collections	<u>652,011.31</u>
-----------------------------------	-------------------

423:Vehicle Tag Fee-Transportation Impr Fund	37,547.40
--	-----------

100:Vehicle Tag Fee	152,465.22
---------------------	------------

630:Vehicle Tag Fee-Transportation Fund	37,547.40
---	-----------

Less Collection Fee - Transit

Net Vehicle Tag Collection	<u>227,560.02</u>
-----------------------------------	-------------------

Privilege License	210.00
-------------------	--------

Prepaid Privilege Licenses	
----------------------------	--

Privilege License interest	
----------------------------	--

Total Privilege License	<u>210.00</u>
--------------------------------	---------------

Oakwood Cemetery current	1,200.00
--------------------------	----------

Oakwood Cemetery endowment	-
----------------------------	---

Rutherford Cemetery current	3,249.99
-----------------------------	----------

Rutherford Cemetery endowment	900.01
-------------------------------	--------

West Concord Cemetery current	1,250.00
-------------------------------	----------

West Concord Cemetery endowment	(300.00)
---------------------------------	----------

Total Cemetery Collections	<u>6,300.00</u>
-----------------------------------	-----------------

Total Collections	<u>\$ 886,081.33</u>
--------------------------	----------------------

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	24,622.51
Discovery Penalty	4,856.98
Total Amount Invoiced - Monthly	<u>29,479.49</u>
Total Amount Invoiced - YTD	71,563,241.73

Current Year	
Less Abatements (Releases)	
Real	844.43
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>844.43</u>

Adjusted Amount Invoiced - monthly	28,635.06
Adjusted Amount Invoiced - YTD	71,282,185.84

Current Levy Collected	62,801.62
Levy Collected from previous years	10,042.84
Penalties & Interest Collected	5,331.28
Current Month Write Off - Debit/Credit	
Total Monthly Collected	<u>78,175.74</u>
Total Collected - YTD	71,122,173.77

Total Collected - net current levy -YTD	70,722,171.83
Percentage of Collected -current levy	99.21%
Amount Uncollected - current year levy	560,014.01
Percentage of Uncollected - current levy	0.79%
	100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of June 2024

RELEASES		
CITY OF CONCORD	\$	844.43
CONCORD DOWNTOWN	\$	-

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

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	70,093	70,093	0.0048	336.45	168.94	
2020	0	69,086	69,086	0.0048	331.61	134.25	
2021	0	619,721	619,721	0.0048	2,974.66	1,030.96	
2022	0	1,603,691	1,603,691	0.0048	7,697.72	1,840.93	
2023	0	2,740,148	2,740,148	0.0048	13,152.71	1,668.96	
2024	0	30,800	30,800	0.0042	129.36	12.94	
Total	0	5,133,539	5,133,539		\$ 24,622.51	\$ 4,856.98	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
2022	0	9,027	9,027	0.0023	20.76	2.08	
2023	0	6,991	6,991	0.0023	16.08	3.22	
Total	0	16,018	16,018		\$ 36.84	\$ 5.30	

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 6/30/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP ANGLESEA FUNDING 0 7/19/2024	0347M2GK6	5,000,000.00	4,876,041.65	7/19/2024	5.230	1.16	1/26/2024	97.520833	19
CP TOYOTA MOTOR CREDIT 0 9/6/2024	89233GJ64	3,200,000.00	3,075,162.66	9/6/2024	5.474	0.73	12/14/2023	96.098833	68
CP ING US FDG LLC 0 10/18/2024	4497W0KJ6	5,000,000.00	4,847,166.67	10/18/2024	5.405	1.15	3/22/2024	96.943333	110
CP NATIXIS NY 0 10/25/2024	63873JKR0	5,000,000.00	4,844,255.55	10/25/2024	5.408	1.15	3/25/2024	96.885111	117
CP MUFGBANK LTD 0 11/15/2024	62479LLF0	5,000,000.00	4,866,533.33	11/15/2024	5.425	1.16	5/17/2024	97.330667	138
CP CREDIT AGRICOLE CIB NY 0 11/22/2024	22533TLN4	5,000,000.00	4,844,680.56	11/22/2024	5.470	1.15	4/25/2024	96.893611	145
CP LMA AMERS LLC 0 1/10/2025	53944QNA4	5,000,000.00	4,850,569.44	1/10/2025	5.463	1.15	6/21/2024	97.011389	194
Sub Total / Average Commercial Paper		33,200,000.00	32,204,409.86		5.407	7.64		97.002676	115
FFCB Bond									
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.19	8/19/2021	100	50
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.19	9/11/2020	100	72
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	0.99	11/12/2021	99.6	113
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.19	12/10/2021	100	162
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.19	8/10/2023	100.019787	253
FFCB 5.21 4/3/2025-24	3133EPT39	5,000,000.00	5,000,000.00	4/3/2025	5.210	1.19	1/12/2024	100	277
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.19	4/21/2021	100	295
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.19	9/29/2020	100	456
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.19	12/22/2021	100	540
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.19	3/22/2024	99.992204	613
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.19	12/17/2020	100	716
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.18	9/22/2023	99.426	793
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.19	9/28/2021	100	820
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.19	3/30/2020	100	1,003
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.19	3/10/2021	100	1,349
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.19	3/23/2021	100	1,362
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.18	2/16/2021	99.725	1,670
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.18	3/24/2021	99.2	1,719
Sub Total / Average FFCB Bond		89,189,000.00	89,090,393.55		1.877	21.15		99.889981	686
FHLB Bond									
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.19	7/15/2021	100	15
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.19	7/29/2021	100	29
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.19	8/28/2020	100	58
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.19	1/27/2022	100	211
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.19	1/29/2021	99.98	380
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.19	1/20/2021	99.98	477
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.19	12/30/2020	100	548
FHLB 5.35 1/23/2026-25	3130B14G9	5,000,000.00	5,000,000.00	1/23/2026	5.350	1.19	4/25/2024	100	572
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.19	1/29/2021	100	578
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.19	2/17/2021	99.9	597
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.19	3/10/2021	100	618
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.19	4/29/2021	100	668
FHLB 5.2 6/30/2026-24	3130B03A5	5,000,000.00	4,998,250.00	6/30/2026	5.218	1.19	2/27/2024	99.965	730
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.18	8/28/2020	99.725	1,143
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.19	11/1/2019	100	1,950
Sub Total / Average FHLB Bond		75,000,000.00	74,977,500.00		1.454	17.80		99.970049	571
FHLMC Bond									

FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.53	9/24/2021	100	29
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.31	3/4/2022	99.386016	227
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.18	11/17/2023	99.684	229
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.19	12/21/2022	100	264
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.09	12/30/2022	100	365
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.19	6/30/2022	100	365
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.29	8/4/2022	92.438	386
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.33	10/6/2022	89.533	450
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.21	11/4/2022	88.468864	450
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	450
FHLMC 5.15 2/18/2026-24	3134H1TY9	5,250,000.00	5,249,212.50	2/18/2026	5.159	1.25	2/23/2024	99.985	598
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.19	7/14/2024	100	744
FHLMC 5.05 9/25/2026-24	3134H1CK7	5,000,000.00	4,963,500.00	9/25/2026	5.322	1.18	10/27/2023	99.27	817
FHLMC 5.55 10/30/2026-24	3134H1GU1	5,000,000.00	4,996,250.00	10/30/2026	5.578	1.19	10/30/2023	99.925	852
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.19	12/4/2023	100	887
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.19	12/15/2023	100	894
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.18	2/22/2024	99.05	967
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.13	3/25/2024	94.917654	998
FHLMC 5.25 6/17/2027-25	3134H12Q5	5,000,000.00	5,000,000.00	6/17/2027	5.250	1.19	6/21/2024	100	1,082
FHLMC 4.375 6/25/2027-25	3134H13G6	5,000,000.00	4,961,910.00	6/25/2027	4.650	1.18	6/25/2024	99.2382	1,090
FHLMC 5.55 9/27/2027-24	3134H1DG5	5,000,000.00	4,998,250.00	9/27/2027	5.560	1.19	9/27/2023	99.965	1,184
FHLMC Step 1/12/2029-24	3134H1PC1	5,000,000.00	5,000,000.00	1/12/2029	6.019	1.19	1/12/2024	100	1,657
Sub Total / Average FHLMC Bond		87,856,000.00	87,014,080.91		4.640	20.65		99.098689	766
FNMA Bond									
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.23	7/7/2021	104.035	2
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.14	8/5/2021	104.157119	2
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.19	8/28/2020	100	58
FNMA 2.625 9/6/2024	3135G0ZR7	3,167,000.00	3,093,525.60	9/6/2024	5.424	0.73	10/27/2023	97.68	68
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.43	10/6/2021	103.290765	107
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.16	11/4/2021	102.649852	107
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.18	7/19/2021	99.797	169
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.25	1/5/2022	101.665856	191
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.30	5/5/2022	93.265273	296
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.13	1/12/2024	95.239	296
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.20	6/6/2022	93.108	352
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.30	7/7/2022	93.157474	352
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.19	7/14/2020	100	379
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.19	8/19/2020	100	415
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.19	8/25/2020	100	421
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.20	9/7/2022	91.21	421
FNMA 5.375 10/17/2025-24	3135GAKU4	5,000,000.00	5,000,000.00	10/17/2025	5.375	1.19	12/21/2023	100	474
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.28	1/5/2023	90.313183	495
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.18	3/7/2023	89.629402	495
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.19	4/5/2023	92.12444	495
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.08	11/17/2023	91.267	547
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.12	5/3/2023	95.315	663
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.21	10/27/2023	88.898	760
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.19	10/29/2020	100	851
FNMA 5.625 11/24/2026-24	3135GAKB6	5,000,000.00	5,000,000.00	11/24/2026	5.625	1.19	11/27/2023	100	877
FNMA 5 1/4/2027-24	3135GAL58	5,000,000.00	4,998,750.00	1/4/2027	5.009	1.19	1/12/2024	99.975	918
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.19	1/12/2024	100	922
FNMA 5.25 2/2/2027-24	3135GAMS7	5,000,000.00	5,000,000.00	2/2/2027	5.250	1.19	2/2/2024	100	947
FNMA 5.3 3/4/2027-25	3135GAPU9	5,000,000.00	5,000,000.00	3/4/2027	5.300	1.19	3/4/2024	100	977
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.18	4/9/2024	99.029597	1,013
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.19	11/4/2020	100	1,222
Sub Total / Average FNMA Bond		97,237,000.00	95,834,933.10		3.103	22.75		98.663209	591
Local Government Investment Pool									

NC CLASS LGIP	NCCLASS	2,011,236.62	2,011,236.62	N/A	5.430	0.48	5/24/2024	100	1
NCCMT LGIP	NCCMT481	14,469,010.49	14,469,010.49	N/A	5.220	3.43	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		16,480,247.11	16,480,247.11		5.246	3.91		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,851,963.57	15,851,963.57	N/A	5.000	3.76	3/31/2019	100	1
Sub Total / Average Money Market		15,851,963.57	15,851,963.57		5.000	3.76		100	1
Treasury Bill									
T-Bill 0 8/22/2024	912797KC0	5,000,000.00	4,871,791.67	8/22/2024	5.307	1.16	2/23/2024	97.435833	53
Sub Total / Average Treasury Bill		5,000,000.00	4,871,791.67		5.307	1.16		97.435833	53
Treasury Note									
T-Note 4.5 11/30/2024	91282CFX4	5,000,000.00	4,977,150.00	11/30/2024	5.278	1.18	4/25/2024	99.543	153
Sub Total / Average Treasury Note		5,000,000.00	4,977,150.00		5.278	1.18		99.543	153
Total / Average		424,814,210.68	421,302,469.77		3.250	100		99.217002	551